

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: C18GCPE36903

Requisition No.: 36903

Solicitation No.(if applicable): n/a

Commodity Code: AIAI00

Contractor Information

Supplier Name: Social Signal Networks Inc

Supplier No.: 2727332

Telephone No.: n/a

E-mail Address: rob@socialsignal.com

Website: n/a

Financial Information

Client: 022

Responsibility Centre: 32348

Service Line: 34420

STOB: 6020, 6021

Project: 32N0113

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SCHEDULE A – SERVICES

- Part 1 - Term
- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
- Part 3 - Expenses
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 1st, day of August, 2017
BETWEEN:

Social Signal Networks Inc (the "Contractor") with the following specified address and fax number:
3223 2nd Avenue West
Vancouver, British Columbia V6K 1K9
Fax: N/A

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Finance, Government Communications and Public Engagement (the "Province") with the following specified address and fax number:
4th floor 617 Government Street,
PO Box 9409 STN PROV GOVT,
Victoria, British Columbia V8W 9V1
Fax: 250-387-0718

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver.

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

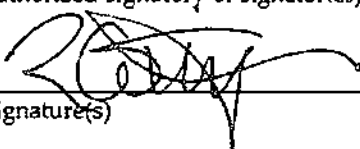
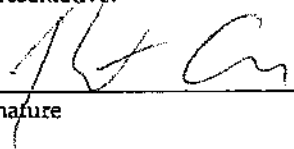
14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>29th</u> day of <u>September</u>, 2017, by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Rob Cottingham</u></p> <p>Print Name(s)</p> <p><u>Principal, Social Signal</u></p> <p>Print Title(s)</p> <p><u>Networks Inc.</u></p>	<p>SIGNED on the <u>3</u> day of <u>October</u>, 2017 on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Raman Dale</u></p> <p>Print Name</p> <p><u>Executive Director, Financial Operations</u></p> <p>Print Title</p>
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Schedule A – Services

PART 1. TERM:

Regardless of the date of execution, the term of this Agreement commences on August 1st, 2017 and ends on August 31st, 2017.

PART 2. SERVICES:

As directed by the contract manager or their designated alternate, the contract will deliver media training sessions to the Province of British Columbia, as requested.

PART 3. RELATED DOCUMENTATION: Not Applicable

PART 4. KEY PERSONNEL: Not Applicable

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$15,945.30 is the maximum amount which the Province is obliged to pay to the Contractor for fees under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Fees: \$15,000 for performing the Services during the Term.

3. EXPENSES:

- a. airfare and accommodation for travel greater than 32 kilometers away from 3223 2nd Avenue West, Vancouver, British Columbia; and

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s): Not Applicable

Schedule D – Insurance: Not Applicable

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “access” means disclosure by the provision of access;
 - (b) “Act” means the *Freedom of Information and Protection of Privacy Act*;
 - (c) “contact information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “personal information” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) “privacy course” means the Province’s online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor’s collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor’s expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.

24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

CONFIDENTIALITY AGREEMENT

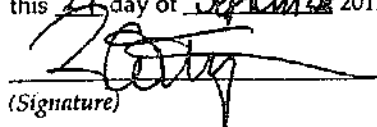
Whereas:

- A. Social Signal Networks Inc. and Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Finance, Government Communications and Public Engagement (the "Province") entered into an agreement entitled C18GCPE36903 dated for reference August 1st, 2017, (the "Agreement") for the provision of certain services (See Schedule A – Services) by Social Signal Networks Inc. to the Province.
- B. In this Confidentiality Agreement, including these Recitals, unless the context requires otherwise, words have the same meaning as defined in the Agreement.

I, Rob Cottingham, agree as follows:

1. I will treat as confidential and will not, without the prior written consent of the Province use, publish, disclose or permit to be used, published or disclosed, the Material that comes to my knowledge, is supplied to, or obtained by me, as a result of my Access except insofar:
 - (a) as the Material to be used, published, or disclosed is general public knowledge or was in my possession prior to my Access to that Material;
 - (b) as the Material to be used, published or disclosed is provided by a third party without a restriction that it be held confidential; or
 - (c) as such use, publication, or disclosure is required by law including, without limitation, the *Freedom of Information and Protection of Privacy Act* (British Columbia).
2. I will not use, reproduce or duplicate any Material except as is necessary in providing the Services under the Agreement.
3. If I do not adhere to the provisions contained in this Confidentiality Agreement, the Province may, at its sole discretion and without prior written notice to me, revoke my access to the Material, and seek any other appropriate remedies.
4. Despite any other provision of this Confidentiality Agreement, my Access to the Material expires with the expiry or termination of the Agreement.
5. Upon the expiry or earlier revocation of my Access, I will immediately return to the Province all Material in my possession as a result of my Access.
6. The obligations imposed on me as a result of this Confidentiality Agreement will survive the expiry or termination of the Agreement and will continue indefinitely.

SIGNED AND DELIVERED

this 29th day of September 2017

(Signature)

Schedule G – Security Schedule

Definitions

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
- (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act*;
- (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
- (a) any Records in the possession of the Contractor containing Information; or
 - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none">• B.C. driver's licence or learner's licence (must have photo)• B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none">• Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none">• Canadian Citizenship Card• Permanent Resident Card• Canadian Record of Landing/Canadian Immigration Identification Record	<ul style="list-style-type: none">• School ID card (student card)• Bank card (only if holder's name is on card)• Credit card (only if holder's name is on card)• Passport• Foreign birth certificate (a baptismal certificate is not acceptable)• Canadian or U.S. driver's licence• Naturalization certificate• Canadian Forces identification• Police identification• Foreign Affairs Canada or consular identification• Vehicle registration (only if owner's signature is shown)• Picture employee ID card• Firearms Acquisition Certificate• Social Insurance Card (only if has signature strip)• B.C. CareCard• Native Status Card• Parole Certificate ID• Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.



BRIEFING NOTE FOR INFORMATION

Date: September 6, 2017
Prepared For: Evan Lloyd, Deputy Minister - GCPE
Title: Pre-Session Media Training
Issue: Urgent requirement for outside suppliers re media training for Cabinet

SUMMARY:

- Given the abbreviated timeline between the swearing-in of the new Cabinet and the start of a legislative session, there was a need to provide media training to Ministers during the month of August.
- Because of that condensed timeline, GCPE was required to fast-track concurrent media training sessions in two locations using suppliers who were already familiar with the new ministers' communications objectives.

DISCUSSION:

- The media training was authorized by Robb Gibbs (ADM, Strategic Communications).
- The ADM opted to provide two direct-award contracts for this service for the following reasons:
 - The short turn-around time and the need to accommodate ministerial orientation and scheduled work in Victoria and their ridings.
 - Given that, contracts were awarded to two suppliers in order to provide the training to all Cabinet Members (and Parliamentary Secretaries) within the month of August. Each supplier provided training to half of the Cabinet.
 - Inability to brief suppliers on the pre-approved vendors list for this service, combined with the need to render this service in the height of vacation season made the standard vetting period unworkable. A protracted process would take the overall project well past the deadline for completion.

FINANCIAL IMPLICATIONS:

- Contracts were awarded to two suppliers.
- Both contracts were under \$25,000 each. This briefing note will be attached to each contract.

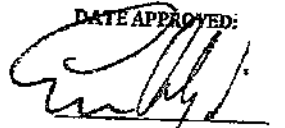
PREPARED BY:

Robb Gibbs, ADM - Strategic Communications
GCPE
(778) 584-1242

APPROVED BY:

Evan Lloyd, Deputy Minister

DATE APPROVED:


08/09/2017

Overdose crisis communications strategy

CONFIDENTIAL — For discussion purposes only
Prepared by Rob Cottingham / Social Signal Networks Inc.
for Government Communications and Public Engagement
and the Ministry of Mental Health and Addictions

DRAFT CURRENT TO: December 11, 2017

Purpose

The goal of this communications plan is to prevent overdoses and deaths from illicit drug use.

Objectives

Primary Objectives

- To change behaviour, especially behaviour that puts people at high risk of a fatal drug overdose or poisoning;
- To reduce the stigma around addiction and the mental health issues and trauma that often underlie it;
- To enable and motivate those closest to people at risk of addiction and overdose to recognize warning signs of addiction and take effective action;
- To develop a public sense of broad community responsibility for resolving this crisis.

Secondary Objectives

- To reduce bias, particularly in the health sector, against people living with addiction, both to ensure better health outcomes and to contribute to reducing stigma;
- To reassure the public and stakeholders that the provincial government is taking urgent action to address the overdose crisis;
- To increase public support for an approach that emphasizes harm reduction and treatment, and encourage their involvement.

Strategic Approach

- Deliver overdose-prevention and stigma-reduction messages through a targeted social marketing campaign (currently under development).
- Balance harm-reduction messages with addiction-fighting messages.
- Maximize earned media opportunities via policy and program announcements, facility openings, partnership unveilings, overdose reporting and ministerial interviews.
- Seek speaking opportunities for the Minister with key professional and advocacy organizations.
- Expand local and province-wide collaboration with private- and public-sector partners, to increase the effectiveness of government tactics and messages.
- Equip partners and ambassadors to deliver messages, particularly around stigma, risk and availability of help.

- **Consider possibility of backlash, NIMBYism and misinformation in planning announcements and monitoring response.**

Situational scan

While deaths from overdoses and poisonings have shown signs of plateauing, they remain at record levels, and affect the whole province. A state of emergency—declared by the Provincial Health Officer in April 2016—remains in effect.

There is broad support for taking action to address the crisis. However, there is disagreement over the form that action should take, and public understanding of the complex causes and realities of substance use and addiction is still in its embryonic stages.

The crisis is hitting Indigenous communities disproportionately hard.

While stigma affects everyone, it may affect people differently depending on their cultural or religious background. That in turn can affect the degree of isolation, reluctance to seek help and general taboo around discussing the subject, as well as opposition to harm reduction efforts as opposed to law enforcement and insistence on abstinence.

Many practitioners in the recovery field are skeptical at best — and often overtly hostile — to harm recovery approaches. On the other hand, BC has a global reputation for leadership in this field.

Audiences and beliefs

<i>Target audience</i>	<i>What many of them believe now</i>	<i>What we want them to understand</i>
<i>Users of illicit drugs who are at risk of overdose or drug poisoning</i>	"I wouldn't know where I'd ask for help. And if I did, I'd be exposed and even jailed. I'll use alone and take my chances. I know my dealer, and I pay extra to stay safe."	"I know where I can go to use so I won't be alone, and can get care if I OD. And when I'm ready to address my addiction, I know where to get help. It's good to know people care."
<i>Concerned members of the public</i>	"A lot of people are dying, and it's sad — even if in some ways they brought it on themselves. But it probably won't affect my family. Governments aren't doing enough about it, but I'm not sure if they really can make a difference."	"Our province is taking bold steps to tackle the overdose crisis, and I think it'll make a difference. That's important, because every community's at risk — even mine. The people whose lives are on the line have it hard enough, and they deserve our help."
<i>Caregivers, health professionals and non-profit organizations active in the area</i>	"We're doing everything we can, but it's overwhelming. We feel alone out here, and it's hard to see light at the end of the tunnel."	"We're part of an organized network that's tackling the overdose crisis. I may not know for sure when it'll end, but I have hope we're going to turn a corner. And it's good to know the province has our backs."
<i>Some physicians</i>	"I feel badly for people dying of overdoses. But there's not a lot I can do for people who keep making bad choices, and won't take the steps they need to break their addiction."	"Addiction's a lot more complex than people think. And I have a responsibility to treat every patient with the same level of care, whether or not they're using opiates or other drugs."
<i>Advocacy organizations</i>	"It's good to see a new ministry, but I'm skeptical. We need big radical changes if we really want to save lives and end this crisis."	"We may not be getting all the changes we're looking for, but the province is clearly serious about taking action. There are real signs of hope."
<i>Potential partners and ambassadors</i>	"This is a terrible crisis, and I wish there was some way we could help."	"Partnering with the province is a great way to save lives and shows we care about our community. I know how I can get involved."

Comment [RC1]: I've positioned this as "some physicians" to reflect the diversity of opinion among doctors. I wasn't sure what aspect of this audience's perspective we want to shift, so I've taken a first guess.

<i>Indigenous communities</i>	"This new government has been saying the right things, but we're waiting to see concrete action on a crisis that's doing tremendous damage to our communities."	"We're full partners in tackling this crisis. We are taking the lead in our own communities, and there's finally real hope we can make a difference."
<i>Law enforcement officials</i>	"We should be putting the focus on cracking down on dealers instead of making it easier to use illegal drugs. Cut off the supply, and you solve the problem."	"I can see how a balanced approach will help save lives and keep people safer. And reducing stigma will actually make my job easier."

Comment [RC2]: I'd like to add a line about audiences from ethnic communities, but would like to discuss how to characterize this in a way that reflects the diversity of opinion within and among those communities.

Secondary audiences include:

- Other levels of government
- Other stakeholders
- Families of users of illicit drugs
- News media influencers
- Social media influencers

Messages

Social marketing campaign

The social marketing campaign will have a set of messages targeted directly to users of illicit drugs who are at risk of overdose. These have yet to be determined, but could include such messages as:

- If you use alone, you die alone. There's no such thing as a safe hit any more, and sooner or later, your luck will run out. Make a plan to use with a friend who's staying sober, or at a safe site.
- There are new safe sites opening all the time. To find the nearest one, visit {{web address}}.
- When you're ready to quit using, we're ready to help. Get more information at _____.

Headline message

We're taking unprecedented action on all fronts to save lives from the overdose crisis, and help fight addiction.

Key messages

- An unprecedented public health emergency demands unprecedented action. BC has to respond with all hands on deck.
- That means working together: across government and with partners throughout BC to save lives, end the stigma, get people the help they need, and stop addiction before it starts. We won't end the crisis overnight, but we're determined to get there.
- BC's first-ever Ministry of Mental Health and Addictions has one overriding priority: to save lives, and make sure people get the help they need as soon as they ask — whether it's preventing an overdose, or starting down the road to break an addiction.

Supporting messages

Unprecedented emergency...

- BC is facing a public health emergency. BC's families, communities and front-line workers are overwhelmed.
- This is affecting people of all ages, from all walks of life, in every part of BC. No community is free from risk. And First Nations communities have been especially hard-hit.

- The old approach is failing too many people. Health providers are doing heroic work, but it's in a fragmented system, with revolving-door visits to ERs and jail cells. We need to do much better, and we need to do it now.

An all-government approach

- Our action plan has four priorities:
 - Saving lives now.
 - Ending the stigma around addiction
 - Rebuilding our network of mental health and addiction treatment services.
 - Addressing the supports and social factors that can keep people from falling prey to addiction in the first place — or returning to it.
- For the first time, BC has an all-government approach.
 - BC's first-ever Ministry of Mental Health and Addictions is dedicated to saving lives, and ensures that priority applies across the government.
 - The new Overdose Emergency Response Centre is coordinating efforts in every part of the province — and delivering a much clearer picture of what's going on, what's working and where help is needed most.
- Partners across BC are working together: the province, health providers, experts, front-line workers, agencies and volunteers.
- There are no quick, easy solutions to this crisis. But BC is hitting the ground running, starting with a \$322 million emergency investment in prevention, early intervention, treatment, better information and increased law enforcement.

Saving lives now

- The most urgent priority is to keep people alive.
- The new Overdose Emergency Response Centre is coordinating that effort throughout BC.
- Urgent measures like new safe injection sites and more access to naloxone are saving lives right now.
- We're forming alliances with organizations across BC, from {{small local organization}} to {{large prominent organization}} to help get the word out about how to stay safe, and stay alive.
- Stronger law enforcement has to be part of the picture. Targeting mid-level dealers will help disrupt the drug supply line in our neighbourhoods.

Comment [RC3]: This message may need ongoing updating to reflect recent announcements.

Ending the stigma

- **Stigma around addiction is killing people. It keeps them from asking for the help they desperately need, and drives them to inject themselves alone, in private — which is how people die.**
- **Addiction is a response to deep pain or trauma.**
- **We need to stop seeing addiction as a failure of character, and start seeing it for what it is: an illness that needs treatment.**

Building a full network of services

- **For years, mental health and addiction services haven't received the support they needed. Our system is fragmented, and it's hard for people to know where to go for help.**
- **Nobody should ever have to ask more than once to get help right away with an addiction. We're dramatically expanding treatment, for example by making replacement drugs like methadone and suboxone more available. And we're opening more and more treatment beds.**
- **We know it isn't enough. We can't rebuild our network of services overnight. But with the advice and help of dedicated health professionals, we're making progress every day.**

Addressing social factors

- **Factors like stable, affordable housing, good jobs and support for families all play an important role in helping keep people from falling into addiction — or helping them avoid using again.**
- **{{specifics on government actions here}}**

Channels

Social marketing campaign

Channels for the social marketing campaign are still under consideration, but will include paid advertising, digital media and other targeted channels.

Earned media

There is heightened media interest in the ongoing crisis, and we can expect repeated opportunities to deliver our message through earned media — both those initiated by us, and those arising because of independent news stories.

To make the most of this channel, we will:

- Wherever possible, include validation by third parties such as partner organizations, advocacy groups, medical experts, people with lived experience and care providers. They serve a dual purpose of reinforcing our message with the public, and providing authoritative validation with their particular constituencies.
- Develop and regularly release a suite of indicators that measure progress in delivering improved services and implementing policies, based on overdose emergency response centre reporting *{{check these against what's feasible/what's already happening}}* These could include such statistics as overdoses successfully reversed, number of British Columbians trained in administering naloxone, usage rates for safe use sites, number of treatment beds, etc.
- Seek media opportunities for the Minister where she can address the government's overdose prevention agenda. Continue to have the BC Coroner's Office take the lead on overdose death reporting.

We can expect some media skepticism, growing over time, if overdose and death rates remain very high or decrease slowly. Expectations management will be key.

Ethnic media and diverse communities

Every community's attitudes toward mental illness, substance use and addiction rely heavily on cultural norms and values. Ethnic media offer an opportunity to speak to specific communities with messages tailored to resonate with those values. And organizations within those communities can provide a level of trust and validation that government communications alone cannot achieve. We will:

- Communicate through earned media *{{and paid advertising?}}* via ethnic media, with a particular focus on radio and television. These offer our best opportunity to combine an emotional message with factual information.

- Work with partners from those communities to refine targeted messages so they are as effective as possible.
- Encourage partner organizations and individuals to serve as ambassadors within their communities, and to participate in earned-media efforts with aligned messages.
- Develop social media content based on tailored messages and targeted to diverse communities.

Speaking opportunities

The Minister's ability to speak personally to the issues in her portfolio is a key asset, as is her growing network of relationships with stakeholders. To build on those assets, we will:

- Seek opportunities to address events that include our key audiences, such as academic conferences, professional development gatherings, AGMs and conventions of health provider professional associations, health unions, non-profits and advocacy associations.
- Consider timing relevant announcements for these gatherings.
- Highlight and curate speeches (and media appearances) for distribution via social media, in coordination where appropriate with the social marketing strategy. This could include video clips of key moments, when available, as well as image macros (text on top of photographs) and other graphical treatments of short text excerpts.

Partners and ambassadors

Partners and ambassadors will likely form a key part of the social marketing campaign. They will often carry additional influence as messengers because of the prominence and trust they have with a particular community or constituency, their first-hand experience and their perceived independence from government.

To make their contribution as effective as possible, we will:

- Prepare user-friendly briefing material to help ambassadors — including motivated individuals unaffiliated with partner organizations — to communicate clearly and persuasively.
- Include information about new services, programs and policies, so they can let their audiences know help is available.
- Identify ambassadors (including social media influencers) who want to support positive action at a public policy level, and equip them with information and advocacy opportunities.

Government web site

To provide information as effectively as possible, we will redevelop the government's overdose prevention and response mini-site (gov.bc.ca/overdose). We will:

- **Design an information architecture and user interface geared to directing people quickly to the most urgently needed information, and presenting a clear hierarchy.**
- **Align the site's content with the core messages in this communications strategy and the social marketing plan.**
- **Provide regularly updated information on the progress of the government's overdose prevention and response efforts, possibly including a dashboard**
- **Allow concerned British Columbians to sign up for a regular email newsletter with regular updates on progress, profiles of ambassadors and partner organizations, and ways individuals can take action.**
- **Make frequent use of explainer videos and other layperson-friendly media to convey key concepts (e.g. harm reduction, treatment).**

Timelines

Announcement

Draft messages

Possible channels

The next 30 days

Foundry Penticton

Vulnerable youth who need help with addictions and mental health should get it as soon as they ask. These one-stop centres do that.

We're expanding these mental health care hubs throughout BC. It's part of how we're building a seamless network of mental health and addictions services.

Minister announcement

Local phone-in show

Visit to related local facility

Overdose emergency response centre

We won't let four deaths a day be our new normal. We're escalating our response to this crisis, so we can take effective action on all fronts.

This will allow us to see quickly if strategies are helping to save lives, and change course if they aren't.

We'll know which communities need what kind of help most urgently.

Premier and minister announcement

Follow-up regional tour with minister: local media interviews and editorial boards, local phone-ins, speaking opportunities

Community crisis innovation fund (likely in conjunction with OERC launch)

We know we don't have all the answers. We're unleashing the innovation and ingenuity of BC's communities to help turn the overdose crisis around.

Minister announcement

Third-party validation (communities)

Fund application information on the web

First Nations action plan	We're working in partnership with First Nations communities and leaders.	<i>(determined collaboratively)</i>
	This crisis is hitting First Nations hardest of all.	<i>Minister announcement (possibly with Minister of IRR)</i>
	{{reconciliation message to come based on announcement content}}	<i>Infographic</i>
Cohort data findings	{{ TBD depending on findings }}	<i>Infographic</i>
OAT clinic expansion	We want options like this available the moment someone is ready to take this step.	<i>Minister announcement</i>
	We're expanding services right now where the need and demand are greatest.	<i>Third-party validation (e.g. community leaders, medical experts)</i>
30—60 days		
Naloxone in pharmacies	We're bringing life-saving overdose treatment closer than ever.	<i>Minister announcement</i>
	Take the training, get the kit, and you can save a life. It's that simple.	<i>Third-party validation</i>
Injectable OAT services	Dealing with this crisis means using the latest tools and knowledge at our disposal.	<i>Minister announcement</i>
	We want to be sure the right option is there the moment someone is ready to take this step. And methadone and suboxone don't work for everyone.	<i>Backgrounder</i> <i>Briefing with key reporters</i>
	There's no one-size-fits-all answer. Everyone has their own path to hope.	<i>Third-party validation (e.g. medical experts)</i>

Awareness campaign	{{ TBD – see social marketing strategy when ready }}	{{ TBD }}
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60—90 days

Substance use hubs	<p>We're creating these hubs in places the most affected by the overdose crisis for one reason: to keep drugs from killing people.</p> <p>Everyone's path to hope is different. For some people, this will be the first step toward recovery; for others, this just ensures they stay alive to take another step at all.</p>	<p><i>Minister announcement</i></p> <p><i>Third-party validation</i></p>
Partnership launches (Canucks, Overwaitea, WorksafeBC, Trades Council)	<p>This crisis affects our whole province, and we need all hands on deck in every community.</p> <p>We're grateful to have strong, compassionate partners working to get the word out.</p>	<p><i>Minister announcement</i></p> <p><i>Backgrounder</i></p> <p><i>Partner-specific channels</i></p>
Pain management	Pain of one kind or another is at the heart of addiction. {{ further messages TBD }}	{{ TBD }}
Outreach services	{{ TBD based on specific announcement }}	{{ TBD }}
Foundry Centres	<p>Vulnerable people who need help with addictions should get it as soon as they ask. These one-stop centres do that.</p> <p>We're expanding these mental health care hubs throughout BC. It's part of how we're building a seamless network of mental health and addictions services.</p>	<p><i>Minister announcement</i></p> <p><i>Local phone-in show</i></p> <p><i>Visit to related local facility</i></p>

New treatment spaces

We want options like this available the moment someone is ready to take this step.

{{ TBD based on size of announcement }}

We're expanding services right now where the need and demand are greatest.

Ambassador program

This crisis affects our whole province, and we need all hands on deck in every community.

{{ TBD based on specifics }}

Every British Columbian can make a difference and get the word out.

{{ TBD based on specifics }}

Issue management considerations

<i>Issue</i>	<i>Mitigation and management</i>
Tension between stakeholders who support harm reduction, and those who emphasize policing and punishment	<i>Where appropriate, include policy measures that reflect each perspective in messages</i> <i>Cite evidence in favour of harm reduction approaches</i>
Sense among those holding polarized perspectives that government policies aren't going far enough in their direction	<i>With harm reduction community, underline the degree of departure we are taking from past practice, and our leadership among North American jurisdictions</i> <i>With law-and-order supporters, emphasize scale of problem, complexity of underlying issues and need for innovative solutions alongside more traditional approaches</i> <i>With all audiences, emphasize openness and listening</i>
External factors may keep overdose numbers high, masking progress	<i>Avoid predictions that particular measures will turn the tide</i> <i>Underline size, scale and international scope of the overdose crisis</i> <i>When announcing initial positive trends, avoid predictions that they will continue. Remind audience of complexity of crisis and likelihood that numbers will fluctuate</i> <i>Develop medium-term contingency messages should high numbers persist</i>
Public misperception of who is most at risk will lead to pressure to divert resources away from where they will be most effective	<i>Give profile to ongoing education and substance use prevention efforts targeted to groups perceived to be at risk, so the public knows we are not ignoring them</i> <i>Educate audiences about risk trends, and take advantage of events such as statistics releases to reinforce actual risk patterns</i>

Outstanding questions:

Is there a degree of public pride in BC's leadership on harm reduction over the past decade? Can we build a secondary message around that?

How have we described our overdose prevention and response agenda so far? Do we want to brand it?

How do we treat First Nations and other indigenous communities in this plan?

To lead the conversation around our approach, would it be suitable to include a content/thought leadership piece, possibly in the form of a bimonthly or quarterly online magazine targeted to community health practitioners and leaders?

Draft 1 — September 14, 2017

Draft narrative

Ministry of Mental Health and Addictions

For discussion purposes only

Prepared by Rob Cottingham • rob@socialsignal.com

BC is facing a public health emergency. With four people dying every day from overdoses and contaminated drugs, it's clear we need a province-wide response.

That's why our government created the Ministry of Mental Health and Addictions. Because we need a dedicated team whose first, overriding priority is to save lives.

And that's what we're doing: leading all of government in taking emergency measures to save lives now, and building a better network of mental health and addiction services for the long haul.

We're saving lives by training more and more people to use life-saving drugs like Naloxone, to bring people back from overdoses. We're working to keep people who use drugs from overdosing and dying, with proven harm reduction measures like safe injection sites, *{{other steps}}* and education.

We're working not just to prevent overdose deaths today, but to break addiction's grip on British Columbians. Nobody should ever have to ask more than once to get help right away with an addiction. So we're dramatically expanding addiction treatment, making replacement drugs like methadone more available, and *{{other measures — e.g. recovery services}}*.

Because the stigma of addiction keeps so many people in the shadows, we're educating the public about the real causes of addiction — how it isn't a moral failing, but a response to deep-seated pain and trauma.

We're helping people deal with that pain and trauma by expanding and improving BC's network of mental health services. Our goal is to ensure mental health services are as seamless and integrated as BC's medical health services.

And we're taking an all-government approach. The crisis — and our response to it — demand nothing less. Because we know that rebuilding lives and preventing future addiction require everything from stable, affordable housing and economic opportunity, to fundamental reconciliation with the First Nations of British Columbia.

Throughout it all, we're consulting with British Columbians: health-care workers with front-line expertise, researchers, police, community leaders, First Nations communities, and the many people whose lives have been touched by addiction. We're listening to every insight and idea we can find, because we know this problem is big enough that it requires the support of everyone in our province.

That's how we save lives: tackling the overdose emergency head-on, and creating the network of services and supports that allow people to find their own path back from addiction.

Overall:

- Great first draft; primarily needs updating to reflect current situation.

Big Picture:

- Need to balance the 'overdose' thrust/messaging with the idea of fighting addictions. If we focus on the former to the expense of the latter, we lose. We may need to talk more about this angle.
- Need to put new effort into effectively positioning the Response Centre – it now becomes the focal point for our activity in combatting overdoses/addiction. We need to build up credibility over time.

Objectives:

- Need to include the goal of reducing bias (particularly within the health care sector) as an essential step to achieving the second objective listed re reducing stigma.
- Need to include an objective that speaks to reaching direct influencers (family, friends, co-workers) to make them pay attention and take action if they suspect drug addiction.
- Need to include an objective that speaks to the idea of "community problem; community solutions", and that we all need to take responsibility for solving this crisis.
- I appreciate this creates an abundance of objectives. I'd be fine with either losing the last two existing ones or creating tiered primary/secondary objectives.

Strategic Approach:

- Before the 'equip' one, something like: Expand province-wide partnerships with private and public sector businesses and organizations to help leverage government tactics and messages.
- Remove "Underpromise and"

Situational Scan:

- Sadly, we don't have opinion research on this as yet, and I don't want to guess. Recommend taking it out.

Audiences:

- I really like this format so, of course, I want to add to it!!!
- Because this issue is so broad, the overall objectives seem similarly broad. I'm wondering about adding specific audience objectives. I'll think about this a bit more.
- I'd like to carve physicians out of the general health care sector grouping. They are a particular (and particularly hard) nut to crack.

Messages:

- Overall, I find there is way too much 'we', particularly in the key, saving lives, and all-govt sections.
- In the all-govt section, we need to bump up positioning/messaging around the Centre.