

D'Argis, Krista GCPE:EX

From: Mario Canseco <mario.canseco@researchco.ca>
Sent: Tuesday, April 24, 2018 2:41 PM
To: Doidge, Tracey GCPE:EX
Cc: Gibbs, Robb GCPE:EX; LeSueur, Kathryn GCPE:EX
Subject: Re: Signature Required - General Service Agreement with GCPE - Mario Canseco dba Research Co

Importance: High

Thanks Tracey. I'll send the signed documents back as soon as possible.

Mario Canseco
President, Research Co.
778-929-0490



<https://researchco.ca>
Twitter: [@mario_canseco](https://twitter.com/mario_canseco)

On Apr 24, 2018, at 11:11 AM, Doidge, Tracey GCPE:EX <Tracey.Doidge@gov.bc.ca> wrote:

Hi Mario,
Please refer to the attached "GCPE Service Contractor Package no Expenses" and action accordingly.
Please let me know if you have any questions.

Thank you,

Tracey Doidge

Financial Business Analyst
Government Communications and Public Engagement
T 250 356-7513

This email message, including any attachments, is confidential and is intended only for the use of the person or persons to whom it is addressed unless I have expressly authorized otherwise. If you have received this communication in error, please delete the message, including any attachments, and notify me immediately by email or telephone. Thank you.

D'Argis, Krista GCPE:EX

From: Mario Canseco <mario.canseco@researchco.ca>
Sent: Wednesday, April 18, 2018 12:39 PM
To: Gibbs, Robb GCPE:EX
Cc: LeSueur, Kathryn GCPE:EX; Stewart, Dawn M GCPE:EX
Subject: Re: Can we get a contract going

Importance: High

Thanks Rob.
Yes, I'll prepare the estimate/invoice this afternoon.

Mario

Mario Canseco
President, Research Co.
778-929-0490



<https://researchco.ca>
Twitter: [@mario_canseco](https://twitter.com/mario_canseco)

On Apr 18, 2018, at 8:59 AM, Gibbs, Robb GCPE:EX <Robb.Gibbs@gov.bc.ca> wrote:

Hi all,

Could we please begin getting a contract in place for Mario re the poll he completed for us over the weekend.

To be clear, his new company is not on the SRO for research BUT there are extenuating circumstances, namely:

- The main reason InsightsWest (his previous company) made it onto our lists was because of Mario's involvement.
- s.22
- I reached out initially to him at Insights because he had completed the first survey for us on this particular topic – the Kinder Morgan pipeline. s.22
- Given his experience with us on this topic and the urgent request from the Premier's Office for this survey, I opted to continue working with Mario.
- He programmed and executed the survey, and provided a weekend report, in the space of two days and in time for the Premier's meeting with the Prime Minister. This would not have been possible with any other supplier.

Mario, to assist, could you please provide us with an estimate/invoice for this work?

Thank you all!

Robb

Robb Gibbs

ADM – Strategic Communications
Government Communications & Public Engagement
P: 1-778-698-7469
C: 1-778-584-1242

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: C19GCPE37807

Requisition No.: 37807

Solicitation No.(if applicable): n/a

Commodity Code: AD.AD10

Contractor Information

*Supplier Name: Canseco, Mario
dba Research Co*

Supplier No.: 2754431

Telephone No.: 778-929-0490

E-mail Address: mario.canseco@researchco.ca.

Website: n/a

Financial Information

Client: 022

Responsibility Centre: 32348

Service Line: 34420

STOB: 6001

Project: 32N0141

Template version: July 31, 2017

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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
- Part 4 - Statements of Account
- Part 5 - Payments Due

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 12th day of April, 2018.

BETWEEN:

Canseco, Mario dba Research Co (the "Contractor") with the following specified address and fax number:
s.22

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


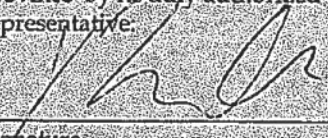
14.1 In this Agreement:

- (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:

SIGNED on the <u>30</u> day of <u>APRIL</u> , 2018 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):  _____ Signature(s) Mario Canseco _____ Print Name(s) President _____ Print Title(s)	SIGNED on the <u>6th</u> day of <u>MAY</u> , 2018 on behalf of the Province by its duly authorized representative:  _____ Signature Raman Dale _____ Print Name Executive Director _____ Print Title
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Schedule A – Services

PART 1. TERM:

Regardless of the date of execution, the term of this Agreement commences on April 12th, 2018 and ends on April 14th, 2018.

PART 2. SERVICES:

As directed by the Contract Manager or their designated alternate, the Contractor will provide qualitative research on the proposed Kinder Morgan Trans Mountain Project and survey hundreds of British Columbians. The services will include, but are not limited to:

- Questionnaire design;
- Questionnaire programming and pre-testing;
- Data collection management;
- Detailed data tables;
- Word Factum with detailed analysis.

Outputs

The Contractor must deliver to Government Communications and Public Engagement's executive branch, the Data Tables and the Word Factum, on April 14th, 2018.

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:
Appendix 1 – Proposal excerpt
Attached: Research Co. dated April 12, 2018

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, \$24,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Fees: will be based on the rates in the attached Proposal – Research Co. dated April 12, 2018, to a maximum amount of \$24,000, for those hours during the Term when the Contractor Provides the Services.

3. EXPENSES: None

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):

The Province reserves the right to approve all sub-contractors if/when sub-contracting applies.

Schedule D – Insurance:

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) Professional Liability in an amount not less than \$1,000,000 per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule: Not Applicable

Schedule F – Additional Terms

CONFIDENTIALITY AGREEMENT

Whereas:

- A. Canseco, Mario dba Research Co 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 C19CCPE37807 dated for reference April 12th, 2018, (the "Agreement") for the provision of certain services (See Schedule A – Services) by Canseco, Mario dba Research Co, 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, Mario Canseco, 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 30 day of APRIL, 2018

Mario Canseco

(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 Informationto 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 to 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.



April 12, 2018

Robb Gibbs
ADM – Strategic Communications
Government Communications & Public Engagement
P: 1-778-698-7469
C: 1-778-584-1242

Dear Robb,

Thank you for the opportunity to work with you on this project.

STUDY OBJECTIVES

As discussed on the phone, you are looking for public opinion research to review the issue of the Kinder Morgan Trans Mountain expansion project. The survey must be programmed and executed in a space of two days and in time for the Premier's meeting with the Prime Minister in Ottawa.

METHODOLOGY

We recommend conducting the survey online with a representative sample of 1,000 British Columbians. The actual sample size might be smaller on account of the survey being in field for shorter period. This proposal is based on an 8-10 minute survey instrument.

Research Co. will be responsible for:

- Questionnaire design;
- Questionnaire programming and pre-testing;
- Data collection management;
- Detailed data tables;
- Word Factum with detailed analysis.

It is imperative that the data tables and the Word Factum are delivered on April 14, 2018.

RESEARCH

TIMELINE AND COSTS

1. CLIENT SERVICES

TASK	DATE	DURATION	PERSONNEL	COST
Questionnaire Design	April 12	2 hours	Mario Canseco	s.21
Survey Programming	April 12	2 hours	Junior Personnel	
Survey in field	April 13-14	3 hours	Mario Canseco	
Tabulation	April 14	2 hours	Junior Personnel	
Factum Preparation	April 14	2 hours	Mario Canseco	

Sub-Total (Client Services)

2. ONLINE SURVEY

Sample Specifications:

As may completed interviews during the field window, with a goal of 1,000.

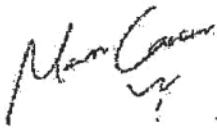
Expected interview length based on questionnaire = 8-10 minutes

Sample Cost per Interview based on interview length= s.21

Sub-Total (Online Survey) s.21

Total \$24,050

Prepared by:



Mario Canseco
President, Research Co.
778-929-0490

RESEARCH

<https://researchco.ca>

SERVICE CONTRACT CHECKLIST

Page 1

FORM USAGE AND ROUTING:

This form must be completed for all service contract and amendments to service contract involving an increase to the dollar value. It requires approval from the contract manager and the ADM (only in certain circumstances) before the contract/amendment is signed. After being signed by both parties, attach the original contract/amendment to the original Service Contract Checklist and forward to Accounts.

DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.

Legal Contractor Name Canseco, Mario dba Research Co Reg #: 37807 Contract #: C19GCPE37807

Contract Type: ☒ New ☐ Multi-year ☐ Renewal ☐ Amendment

Brief Description of Services:

Term: Apr 12, 2018 - Apr 14, 2018

Rate (per hour or day) Various

Research and Survey on the Kinder Morgan Trans Mountain Project

CONTRACT CODING: (if more lines needed attach separate sheet)

Complete for Capital Asset Contracts (STOB 2000)

OFA STOBs:

2175 Heavy Equipment
2195 Operating Equipment
2215 Office Furniture & Equip
2275 Mainframe HW & Servers
2281 MF HW & Servers W/P
2285 PC Hardware
2315 Mainframe Software
2321 Mainframe Software W/P
2335 Major Systems Software
2355 PC Software
2385 Tenant Improvements

Amount	CL	Resp	Service Line	STOB	Project	OFA STOB	Service Date (DD-MMM-YYYY)	ASSET # (if applicable)
\$24000	022	32348	34420	6001	32N0141			
\$24000	CONTRACT TOTAL							

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/Expenses for contracts that provide for a direct provision of good or services in the delivery of government programs (e.g., project mgmt).
6003/04 - Regulatory - Fees/expenses for contract that provide a direct provision of goods or services required by statute or regulation.
6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fee/expenses for contracts with the provision of advisory services to the ministers (e.g., management consulting)
6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).
6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

SELECTION PROCESS - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one

Open Process:

- ☐ Request for Proposal (RFP) (100) RFP #
Suppliers submit proposals on how, and at what price, they would provide a service.
- ☐ Invitation to Quote (ITQ) (100) ITQ #
For price based services only - you know exactly what you want done and are looking for the best price.
- ☐ Other Open Competitive Process (100)
Identify process used: _____
An open competitive process other than Request for Proposal or Invitation to Quote (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.

Direct Process:

- ☐ Three Verbal or Written Bids (300)
Only used for contracts less than \$25,000. A RFP or ITQ is required for contracts valued at \$25,000 or more. Documentation of bids must be kept on the contract file. Note: Obtaining verbal bids is not recommended but if used, the process must be documented in writing and included in the contract file. (e.g., communication between ministry and vendors).
- ☐ Direct Invitation to Selected Vendors (300)
A competitive solicitation, for contracts \$25,000 or more, that is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, use category 401 below.
Note: A RFP or ITQ is required by ministry policy for contracts valued at \$25,000 or more.

Direct Award:

- ☐ Public Sector Organization (200)
The contract was negotiated and directly awarded without competitive process because the contract is with another government organization.
- ☐ Sole Source (201)
The contract is negotiated and directly awarded without competitive process because the ministry can strictly prove that only one contractor is qualified. A NOI is not required. Note: Evidence of how the ministry "proved" sole source must be documented in the contract file.
- ☐ Sole Source - Notice of Intent (205)
The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but cannot strictly prove that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$50,000, is to be directly awarded on this basis. Note: It is recommended that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis.
- ☐ Security, Order, etc. (203)
The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.
- ☐ Emergency (202)
The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☐ Confidentiality (204)
The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise governmental confidentiality, cause economic disruption or be contrary to public interest.
- ☐ No Justification (206)
Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy and Procedures Manual section 6.3.3.a (1) (i.e., 200-204), or a Notice of Intent was required but has not been issued, or it is provided for under another policy.
- ☒ Direct Award - Under \$25,000 (207)
A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply.

Pre-qualification:

- ☐ Selected Vendor From Pre-Qualification List (400)
A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established.
- ☐ Purchase from a Corporate Supply Arrangement (500)
A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).
- ☐ Competition Among Vendors on a Pre-qualification List (401)
A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established. Check appropriate box to indicate which competitive process was used:
- ☐ RFP ☐ ITQ ☐ 3 Verbal or Written Bids
☐ Other (please identify): _____

SERVICE CONTRACT CHECKLIST

Page 2

AGREEMENT ON INTERNAL TRADE (AIT) / BRITISH COLUMBIA - ALBERTA, INVESTMENT & LABOUR MOBILITY AGREEMENT (TILMA)
Complete Part 3 for new contracts only. Do not complete for renewals/amendments. Select only one box.

- ☐ Purchase Subject to AIT/TILMA (100)
The purchase is for services over \$75K and is not excluded or exempted under any other provision of the AIT/TILMA or other category below.
- ☒ Purchase Not Subject to AIT/TILMA (200)
The purchase is for services \$75K or less.
- ☐ Excluded - Exempted Commodity/Service (300)
The purchase is for services that are exempted from coverage of AIT/TILMA or to which the AIT/TILMA does not apply by virtue of its specific reference in Chapter 5 of the agreement (e.g., health & social services).
- ☐ Excluded - Emergency (400)
A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement.
- ☐ Excluded - Security, Order, etc. (500)
A purchase where compliance with the open tendering provisions set out in Ch. 5 of the AIT/TILMA would interfere with the Province's ability to maintain security or order or to protect human, animal, plant life or health.
- ☐ Excluded - Product Compatibility/Exclusive Rights (600)
A purchase which must ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.
- ☐ Excluded - Procurement of Prototype (700)
The procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
- ☐ Excluded - Regional/Economic Development (800)
A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT/TILMA for regional and economic development purposes.

POLICY COMPLIANCE - NEW CONTRACTS - Complete for new contracts only. Do not complete for renewals/amendments

Yes No N/A

- Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5) ☐ ☐ ☒
- As per the AIT/TILMA, did you advertise on BC Bid for any contract over \$75,000 or if a prequalification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c) ☐ ☐ ☒
- Executive Financial Officer (EFO) pre-approval is required for all service contracts over \$50,000 that are being directly awarded. Has a briefing note been signed by the EFO for inclusion in the contract file? ☐ ☐ ☒
- If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.3.a) have the reasons been clearly explained and documented for inclusion in the contract file? (CPPM 6.3.3.a) ☒ ☐ ☐
- If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPM 6.3.2.a.11) ☐ ☐ ☒
- Can you confirm that this contract does not constitute an employer/employee relationship (CPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at <http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06a.pdf> ☒ ☐
- If the General Service Agreement was not used, did you obtain Legal Services and/or Risk Management approval? Documentation of approval must be kept in the correct file. (CPPM 6.3.3.d) ☐ ☐ ☒
- Does Schedule A clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c) ☒ ☐
- Does Schedule A clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements)? (CPPM 6.3.6.c) ☒ ☐
- If sub-contractors will be providing any of the services are they identified in Schedule C? ☒ ☐
- If this is a professional services contract (e.g., IT, accounting, management consulting), have you completed and attached Schedule D (Insurance) & Schedule F (Additional Terms)? ☒ ☐
- If Schedule D (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract <http://www.fin.gov.bc.ca/pl/rmb/forms/coverover.stm>? ☒ ☐
- If the contractor will be involved with "personal information" as defined in the FOIPPA, have you completed and attached Schedule E (Privacy Protection - <http://www.mser.gov.bc.ca/privacyaccess/PPS/minpps.doc>)? (CPPM 6.3.3.e.11) ☐ ☐ ☒
- Has the Information Package for Service Contractors been forwarded to the contractor? ☒ ☐
- Appendix 1 must be attached to all service contracts including travel expenses. Have you attached Appendix 1? ☐ ☐ ☒

CONTRACT AMENDMENTS - Complete Part 5 for contract amendments only.

Reason for amendment: _____ Previous Amount: \$0.00

Amendment Amount: \$0.00

New Contract Total: \$24,000.00

POLICY COMPLIANCE:

Yes No

- Does the amendment format comply with those outlined in CPPM? (CPM 6.3.3.e.9)? http://www.fin.gov.bc.ca/camss/fsa/branch/forms/modification_agreement.doc. ☐ ☐
- The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment? ☐ ☐
- Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file? (e.g., unforeseen technical problem delayed the project and the details are explained in the file)? ☐ ☐

APPROVALS - Complete Part 6 for all contracts and amendments

Contract Mgr. Name: Robb Gibbs **ADM Name: *[Signature]* AP/PO Clerk: _____

Signature & Date: *[Signature]* May 18/18 Signature & Date: *[Signature]* May 18/18 Initials & Date: _____

**ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was 'NO'.

DIRECT AWARD JUSTIFICATION

FORM USAGE AND ROUTING:

This form must be completed by the contract manager to clearly document the justification for direct awarding a service contract and ensures compliance with government contract policy. The original completed and signed form must be retained in the program contract file.

CONTRACT INFORMATION

Ministry: Ministry of Finance

Program: Marketing & Advertising

Contract Manager Name and Phone Robb Gibbs

778 584-1242

Legal Contractor Name: Canseco, Mario dba Research Co.

Contract Value: \$24,000

Term: Apr 12, 2018 - Apr 14, 2018

STOB: 6001

Contract Type ☒ New ☐ Multi-year ☐ Renewal

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt).
6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.
6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).
6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).
6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

RATIONALE FOR ALL DIRECT AWARD CONTRACTS

1. Describe the services required and provide an explanation of why you need to acquire these services.
Research and Survey on the Kinder Morgan Trans Mountain Project.

There is no in-house capacity for this service. The Contractor has prior experience on this topic and was available to provide services immediately and within an urgent timeframe.

2. Under which Core Policy and Procedures Manual exception is this direct award request being made (see section 6.3.3)?

- ☐ Public Sector Organization
☐ Sole Source
☐ Sole Source - Notice of Intent
☐ Security, Order, etc.

- ☐ Emergency
☐ Confidentiality
☐ No Exceptions Apply - \$25,000 to \$75,000 posted on BC Bid or three quotes obtained
☒ No Exceptions Apply - Less than \$25,000 neither cost effective nor reasonable

3. Explain the reason why this contract meets the criteria of the above selection (i.e., how would a competitive process compromise government confidentiality, cause economic disaster or be contrary to the public interest)?

This contract was awarded in accordance with the pre-award and solicitation criteria included in the Core Policy Manual section 6.3.2c.6.
A competitive process is not considered reasonable nor cost effective.

4. Will this purchase obligate government to this vendor for future purchases (e.g., maintenance, licensing or continuing need)? If yes, provide details.
No.

5. Were alternative vendors evaluated? If yes, who were they and why were they unacceptable? If no, why were alternatives not evaluated?
Refer to #3 above.

ADDITIONAL RATIONALE FOR SOLE SOURCE CONTRACTS ONLY

1. Why is the requested vendor the only one that can meet your requirements? Provide specific, quantifiable factors and/or qualifications and explain why they are necessary.

2. What other suppliers did you consider before arriving at the conclusion that the sole source direct award criteria was met and the requested vendor was the only one that met your needs.

APPROVALS

CONTRACT MANAGER

Robb Gibbs

Name (Please Print)

Signature & Date

EXPENSE AUTHORITY

Name (Please Print)

Signature & Date

Government Communications and Public Engagement

NEW CONTRACT ☒
 CONTRACT AMENDMENT ☐
 REQUEST FORM

Capital Project: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	New Capital Asset: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if no, asset # and description required):
PMO Project # (if applicable):	

Contract Manager/Qualified Receiver:	Name: Robb Gibbs	Phone: 778 698 7469
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REQUEST DETAILS

Contractor (legal entity) Name: see <u>BC BID RESOURCES LEGAL ENTITIES</u>	Mario Canseco dba Research Co
Contact Name:	Mario Canseco, President

Contractor's Address: Telephone: e-Mail:	s.22 778 929 0490 mario.canseco@researchco.ca
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Contractor Device Access Agreement Required: (will contractor be connecting to gov't networks using own devices)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Brief Description of Services: (and attach Schedule A)	To provide qualitative research on the proposed TMP project and survey hundreds of British Columbians. Will design questionnaire, conduct a survey and provided results within 3 days. This information is required by executive branch prior to a meeting in Ottawa. Contractor has prior experience on this topic and provided this service to government through an approved supplier.
Copyright Material Produced: <input type="checkbox"/> Yes (ie, software, video, photograph, reports)	

Term of Agreement:	From: April 12, 2018 To: April 14, 2018
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Total Fees: (if amendment, additional \$ required only)	\$24,000
Hourly Rate:	\$150

Expenses: (if amendment, additional \$ required only)	\$
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Cost Recoverable:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Recovery Source (e.g. name of Federal department, private organization, etc. / program or initiative, name): Amount of Recovery \$ Recovery Percentage: %
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Why Can't Existing Staff Fill the Need?	No in-house capacity for this service.
Describe the Impact on Program Delivery if Not Approved:	
Procurement process code (refer to page 3):	207
If Direct Award:	<p>Justification –circumstances, and rationale for selecting the contractor (must be awarded in accordance with Procurement Process and Trade Agreement Exclusions on page 3 below):</p> <p>Under \$25,000 - Competitive process not considered reasonable nor cost effective</p>

<p>Privacy Management and Accountability Policy (PMAP) requires that all service providers handling personal information must complete privacy training on the appropriate collection, use, disclosure, storage and destruction of personal information.</p>	<p>Will this Contractor or any employees/sub-contractor of this Contractor be handling personal information as defined below:</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p align="center">Personal information means information about an identifiable individual, including:</p> <ul style="list-style-type: none"> • Name, age, weight, height. • Home address and phone number. • Race, ethnic origin, sexual orientation. • Medical information. • Income, purchases and spending habits. • Blood type, DNA code, fingerprints. • Marital status and religion. • Education. • Employment information. <p>Personal information does not include the name, job title, business address, telephone number or other contact information of an individual at a place business.</p>

PROCUREMENT PROCESS	
Code	Description
100	Open competitive process: An open competitive solicitation process (e.g., Invitation to Quote, Request for Proposal, Joint Solution Procurement, Invitation to Tender, or other) has been used normally by advertising the opportunity on BC Bid.
200	Direct Award - Public sector organization: Contracts may be negotiated and directly awarded without competitive process where the contract is with another government organization.
201	Direct Award - Sole source: Contracts may be negotiated and directly awarded without competitive process where the ministry can strictly prove that only one contractor is qualified to provide the goods, services or construction or is capable of engaging in a disposal opportunity.
202	Direct Award - Emergency: Contracts may be negotiated and directly awarded without competitive process where, an unforeseeable emergency exists and the goods, service or construction could not be obtained in time by means of a competitive process.
203	Direct Award - Security, order, etc.: Contracts may be negotiated and directly awarded without competitive process where a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health.
204	Direct Award - Confidentiality: Contracts may be negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
205	Direct Award - Notice of Intent: When a contract for services or construction valued at \$50,000 or more, is intended to be directly awarded on the basis that there is only one vendor that can provide the services or goods required, but this cannot be strictly proven, a Notice of Intent must be posted on BC Bid.
206	Direct Award: Use this code where the Direct Award was permitted under another corporate policy or legislation. Do not use this code if another direct award code applies.
207	Direct Award - Services and Construction Under \$25,000: Any service or construction opportunity, or supply arrangement for the supply of services or construction, with an estimated value of less than \$25,000, should be competed to the extent reasonable and cost effective. Do not use this code if one of the exceptions in <u>Core Policy and Procedures Manual: Chapter 6.3.3(a)</u> applies. In that case use one of codes 200 to 204 whichever applies.
300	Competitive Process Among Selected Vendors (Construction and Services under \$75,000): A competitive solicitation process among a limited list of vendors and not advertised on BC Bid (i.e. solicitation of three or more vendors) If vendors are on a pre-qualification list, then use 401.
400	Selected Vendor from Pre-qualification List: Select this code for a contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process followed must be consistent with the rules set out in the original request for qualifications.
401	Competition Among Vendors on a Pre-qualification List: A competitive solicitation process among a limited list of vendors selected from a pre-qualification list. Select this code if a competitive solicitation process is conducted among a limited list of vendors selected from a pre-qualification list. The process followed to select vendors must be consistent with the rules set out in the original request for qualifications.
500	Purchase from a Corporate Supply Arrangement (CSA): A purchase from a pre-established corporate supply arrangement such as a Master Standing Offer, Standing Offer or the Queens Printer.

TRADE AGREEMENT EXCLUSION	
These codes reflect Agreement on Internal Trade (AIT) reporting requirements and thresholds only. Do not use these codes to track compliance with policy or with the New West Partnership Trade Agreement (NWPTA) or other applicable trade agreements.	
Code	Description
100	Purchase subject to Agreement on Internal Trade (AIT): The purchase is over the trade agreement (AIT) threshold for national advertising (\$25K for goods / \$100K. for services / \$100K. for construction) and is not excluded or exempted under any other category below.
200	Purchase below applicable AIT threshold: The purchase is under the trade agreement thresholds (dollar values as noted above).
300	Purchase of an exempted commodity/service: The purchase is for goods, services or construction that is exempted from coverage of AIT or to which AIT does not apply by virtue of its specific reference in AIT (for example grants, entitlements or ministerial appointments).
400	Excluded - Emergency: A purchase where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of an open procurement.
500	Excluded - Security, order, etc.: A purchase where compliance with the open tendering provisions set out in AIT would interfere with the Province's ability to maintain security or order or to protect human, animal or plant life or health.
600	Excluded - Product compatibility/exclusive rights: A purchase which must ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.
700	Excluded - Procurement of prototype: The procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.
800	Excluded - Regional/Economic development: A purchase which, under exceptional circumstances, may be excluded by the Province from the application of applicable chapters of the agreements for regional and economic development.

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Withheld pursuant to/removed as

s.12