

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.: C23GCPE43079</i> <i>Requisition No.: 43079</i> <i>Solicitation No.(if applicable): n/a</i> <i>Commodity Code: AD.AD00</i> <i>Contractor Information</i> <i>Supplier Name: Rutkowski, James</i> <i>Supplier No.: 2979151</i> <i>Telephone No.: s.22</i> <i>E-mail Address: s.22</i> <i>Website: n/a</i>	<i>Financial Information</i> <i>Client: 022</i> <i>Responsibility Centre: 32G94</i> <i>Service Line: 34420</i> <i>STOB: 6001/6002</i> <i>Project: 3200000</i> <i>Template version: December 13, 2021</i>

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SCHEDULE A – SERVICES

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- 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**
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

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SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 1st day of April, 2022.

BETWEEN:

Rutkowski, James (the "Contractor") with the following specified address and fax number:
s.22

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

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 and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

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 embargo
 if 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; 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 determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

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.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

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

14 INTERPRETATION

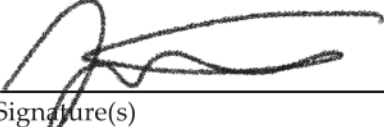
14.1 In this Agreement:

- (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>31</u> day of <u>March</u>, 2022 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Jim Rutkowski</u> _____ Print Name(s)</p> <p>_____ _____ Print Title(s)</p>	<p>SIGNED on the <u>31</u> day of _____ <u>March</u>, 2022 on behalf of the Province by its duly authorized representative:</p> <p><u>Teodora Mircea</u> _____ Signature</p> <p><u>Teodora Mircea</u> _____ Print Name</p> <p><u>Director, Budgets and Financial Services</u> _____ 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 April 1, 2022 and ends on March 31, 2023.

PART 2. SERVICES:

As directed by the Communications Director, Jobs, Economic Recovery and Innovation (JERI), Government Communications and Public Engagement (GCPE) or their designated alternate, the Contractor will provide support in the development and launch of BC's Economic Strategy. Services will include, but are not limited to: strategic communications counsel, and preparing various communications materials, such as communications plans for executive counsel, speech writing and other written products as required.

Contract Monitoring

- All invoices submitted by the contractor will be reviewed to confirm services have been provided as requested, and subsequently approved for payment.

PART 3. RELATED DOCUMENTATION: Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:

Jim Rutkowski

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$50,500 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: at a rate of \$150 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses:

- a. Pre-approved travel, accommodation and meal expenses for travel greater than 32 kilometers away from s.22 on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. Other pre-approved identifiable expenses required under the term of this agreement

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

The Contractor is not covered by any liability insurance or Workers' Compensation coverage arranged by the Province and should at the Contractor's sole expense obtain and maintain throughout the Term any liability, medical or other insurance which the Contractor, in the Contractor's sole discretion, considers necessary to cover its risks under this Agreement.

Schedule E – Privacy Protection Schedule: Not Applicable

**Schedule F – Additional Terms
CONFIDENTIALITY AGREEMENT**

Whereas:

- A. Rutkowski, James 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 C23GCPE43079 dated for reference April 1, 2022 (the "Agreement") for the provision of certain services (See Schedule A – Services) by Rutkowski, James 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, James Rutkowski, 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 31 day of March, 2022


(Signature)

Schedule G – Security Schedule

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,

- (ii) relate to Protected Information or the Province's tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
- (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;
 - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
 - (d) performing any additional screening this Agreement or applicable law may require; and
 - (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.
5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:
 - (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
 - (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys,

smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;
 - (c) request based access; and
 - (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
- (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
 - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
 - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
 - (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.

42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
43. The Contractor must review physical access logs at least once monthly.
44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:

- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct ; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;
- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
- (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
- (b) are configured to perform antivirus scans at least once per week;
- (c) have host based firewall configured, enabled and active at all times; and
- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:

- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
- (b) implement processes to stay current with security threats.

Patching

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
- 58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
- 59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

- 60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

- 61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
- (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
- (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and

provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
 - (d) maintain a chain of custody in all such security investigations it undertakes.
73. Upon the Province's request, the Contractor must:
- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
 - (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).
74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment (“STRA”) support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province’s request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor’s compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province’s rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor’s expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. 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.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule H – Tax Verification Schedule: Not Applicable

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for GST credits).

Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2019 the private mileage allowance is \$.55 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at <http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/goods-and-services-catalogue/daily-vehicle-rentals>. Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required. **PAI** (personal accident insurance) will not be reimbursed. **CDW/LDW** (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed.

The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

- b) **Private lodging** (receipts are not required):
\$33.59 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the ministry director must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. GST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded GST. A contractor with a GST registration number can claim input tax credits from Canada Revenue Agency.

3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only	
<p>Ministry Contract No.: C23GCPE43126 Requisition No.: 43126 Solicitation No.(if applicable): n/a Commodity Code: AD.AD00</p> <p>Contractor Information</p> <p>Supplier Name: Fan Rong Marketing Ltd. Supplier No.: 2777975 Telephone No.: s.22 E-mail Address: fanrongmarketing@gmail.com Website: n/a</p>	<p>Financial Information</p> <p>Client: 022 Responsibility Centre: 32G31 Service Line: 34420 STOB: 6001 Project: 3200000</p> <p>Template version: December 13, 2021</p>

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SCHEDULE A – SERVICES

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SCHEDULE B – FEES AND EXPENSES

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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

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SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 1st day of April, 2022.

BETWEEN:

Fan Rong Marketing Ltd. (the "Contractor") with the following specified address and fax number:
s.22

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

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 and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

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 embargo
 if 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; 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 determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

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.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

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

14 INTERPRETATION

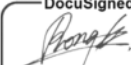
14.1 In this Agreement:

- (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>30th</u> day of <u>March</u>, 2022 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>DocuSigned by:  <small>20BCA67673C542D...</small></p> <p>Signature(s)</p> <p><u>Frank Huang</u> Print Name(s)</p> <p><u>President</u> Print Title(s)</p>	<p>SIGNED on the <u>31</u> day of <u>March</u>, 2022 on behalf of the Province by its duly authorized representative:</p> <p><u>Teodora Mircea</u></p> <p>Signature</p> <p><u>Teodora Mircea</u> Print Name</p> <p><u>Director, Budgets and Financial Services</u> 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 April 1, 2022 and ends on March 31, 2023

PART 2. SERVICES:

As directed by the Manager, Digital Communications, or their designated alternate, the contractor will provide Social Media Marketing Services for Chinese Communities through WeChat on behalf of the Province of British Columbia, Government Communications and Public Engagement. Social Media Marketing Services will include, but are not limited to, the following:

- Chinese social media content advice and management;
- Content reformatting and posting;
- Weekly unique content updates to social media account;
- Key Opinion Leader (KOL) marketing;
- Building followers and fans through advertising placed on Chinese social media platforms including WeChat.

Outcomes

Through the delivery of the Services, the Province will realize the following outcomes and without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Provide the Province of British Columbia, Government Communications and Public Engagement guidance for reaching Chinese Communities through the WeChat platform and provide monthly metrics for progress made.

Contract Monitoring

- All invoices submitted by the contractor will be reviewed to confirm services have been provided as requested, and subsequently approved for payment.

Reporting requirements

Provide monthly metrics reporting to Manager, Digital Communications, or their designated alternate.

PART 3. RELATED DOCUMENTATION: Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Frank Huang
 - (b) Joanna Zhang

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$33,396 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:

Not to exceed \$2,783 per month, during the Term when the Contractor provides the Services, based on rates below:

Activity	Description	Rate (\$ CAD)	Frequency
Message Posting	Including Text Publishing, Picture Design, Audio Video Editing		
	Post one push message (with 1-2 articles) per week	484	per month
	or	or	or
	Post two push message (with 1-2 articles) per week	857	per month
	or	or	or
	Post three push message (with 1-2 articles) per week	1,210	per month
	or	or	or
	Post four push message (with 1-2 articles) per week	1,573	per month
Account Management	Message management, interaction, reply, feedback with readers and other feedback collection.	330	per month
Account Promotion	Advertising and promotion in CanadaNewsToday, (top banner ads: 30 times per month, value: \$6,000/month)	330	per month
Fans Management	(1) Keep contact with fans and followers through Official Account and WeChat groups, (2) Post account message to Vancouver's WeChat groups.	550	per month

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 (units/deliverables) provided 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

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:

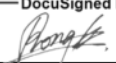
- A. Fan Rong Marketing Ltd. and Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Finance, Government Communications and Public Engagement (the "Province") entered into an agreement entitled C23GCPE43126 dated for reference April 1, 2022, (the "Agreement") for the provision of certain services (See Schedule A – Services) by Fan Rong Marketing Ltd. 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, Frank Huang, 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 30th day of March, 2022

DocuSigned by:

 (S20B0A67873C542D...)
 (Signature)

**Schedule F – Additional Terms
CONFIDENTIALITY AGREEMENT**

Whereas:

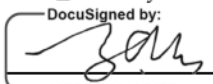
- A. Fan Rong Marketing Ltd. and Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Finance, Government Communications and Public Engagement (the "Province") entered into an agreement entitled C23GCPE43126 dated for reference April 1, 2022, (the "Agreement") for the provision of certain services (See Schedule A – Services) by Fan Rong Marketing Ltd. 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, Joanna Zhang, 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 30th day of March, 2022

DocuSigned by:

 (Signature)
 12754416910547F...

Schedule G – Security Schedule

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,

- (ii) relate to Protected Information or the Province's tenancy activities, or
- (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;
 - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
 - (d) performing any additional screening this Agreement or applicable law may require; and
 - (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.
5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:
 - (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
 - (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys,

smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;
 - (c) request based access; and
 - (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
 to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
- (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
 - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
 - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
 - (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.

42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
43. The Contractor must review physical access logs at least once monthly.
44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:

- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct ; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;
- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
- (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
- (b) are configured to perform antivirus scans at least once per week;
- (c) have host based firewall configured, enabled and active at all times; and
- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:

- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
- (b) implement processes to stay current with security threats.

Patching

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
- 58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
- 59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

- 60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

- 61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and

provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
 - (d) maintain a chain of custody in all such security investigations it undertakes.
73. Upon the Province's request, the Contractor must:
- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
 - (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).
74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment (“STRA”) support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province’s request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor’s compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province’s rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor’s expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. 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.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule H – Tax Verification Schedule: Not Applicable

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.: C23GCPE43131</i> <i>Requisition No.: 43131</i> <i>Solicitation No.(if applicable): n/a</i> <i>Commodity Code: AD.AD00</i> <i>Contractor Information</i> <i>Supplier Name: Romar Communications Ltd.</i> <i>Supplier No.: 2714248</i> <i>Telephone No.:</i> <i>E-mail Address: robbgibbs@gmail.com</i> <i>Website: n/a</i>	<i>Financial Information</i> <i>Client:</i> 022 <i>Responsibility Centre:</i> 32G37 <i>Service Line:</i> 34420 <i>STOB:</i> 6001 <i>Project:</i> 3200000 <i>Template version: December 13, 2021</i>

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SCHEDULE A – SERVICES

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SCHEDULE B – FEES AND EXPENSES

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SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 1st day of April, 2022.

BETWEEN:

Romar Communications Ltd. (the "Contractor") with the following specified address and fax number:
s.22

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

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 and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

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 embargo
 if 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; 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 determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

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.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

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

14 INTERPRETATION


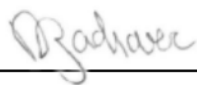
14.1 In this Agreement:

- (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>1</u> day of <u>April</u>, 2022 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p>  _____ Signature(s) <u>Robb Gibbs</u> _____ Print Name(s) <u>Principal</u> _____ Print Title(s)	<p>SIGNED on the <u>4</u> day of <u>April</u>, 2022 on behalf of the Province by its duly authorized representative:</p>  _____ Signature <u>Don Zadravec</u> _____ Print Name <u>Deputy Minister</u> _____ 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 1, 2022 and ends on March 31, 2023.

PART 2. SERVICES:

As directed by the Director, Marketing and Advertising or their designated alternate, the Contractor will provide support for the internal and external Non-partisan Advertising Standards Reviews of B.C. Government advertising and advertising campaigns as follows:

NON-PARTISAN REVIEW (INTERNAL)

- Liaising with the Director, Advertising & Marketing Services, to identify advertising and advertising campaigns that will be subject to internal review under the Non-partisan Advertising Standards;
- Managing the documentation of advertising and advertising campaigns requiring review under the Non-partisan Advertising Standards;
- Conducting reviews of B.C. government advertising and advertising campaigns against the Nonpartisan Advertising Review Criteria; and,
- Providing recommendations to GCPE on changes necessary to ensure that reviewed advertising and advertising campaigns meet all the Non-partisan Advertising Criteria.

NON-PARTISAN REVIEW (EXTERNAL)

- Liaising with the Director, Advertising & Marketing Services, to identify advertising and advertising campaigns that will be subject to external review under the Non-partisan Advertising Standards;
- Managing the documentation of advertising and advertising campaigns requiring review under the Non-partisan Advertising Standards;
- Submitting advertising and advertising campaigns to Advertising Standards Canada; and,
- Coordinating with GCPE the recommendations provided by ASC on changes necessary to ensure that reviewed advertising and advertising campaigns meet all the Non-partisan Advertising Criteria.

STABILIZATION

- Provide support to the Director, Advertising & Marketing Services, in the identification, management and resolution of issues arising from the implementation of the Non-partisan Advertising Review Standards.

Contract Monitoring

- All invoices submitted by the contractor will be reviewed to confirm services have been provided as requested, and subsequently approved for payment.

PART 3. RELATED DOCUMENTATION: Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor is as follows:
 - (a) Robb Gibbs

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$25,000 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: at a rate of \$150 per hour 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): Not Applicable

Schedule D – Insurance:

The Contractor is not covered by any liability insurance or Workers' Compensation coverage arranged by the Province and should at the Contractor's sole expense obtain and maintain throughout the Term any liability, medical or other insurance which the Contractor, in the Contractor's sole discretion, considers necessary to cover its risks under this Agreement.

Schedule E – Privacy Protection Schedule: Not Applicable

**Schedule F – Additional Terms
CONFIDENTIALITY AGREEMENT**

Whereas:

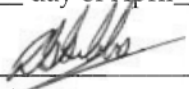
- A. Romar Communications Ltd. and Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Finance, Government Communications and Public Engagement (the "Province") entered into an agreement entitled C23GCPE43131 dated for reference April 1, 2022, (the "Agreement") for the provision of certain services (See Schedule A – Services) by Romar Communications Ltd. 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, Robb Gibbs, 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 1 ____ day of April____, 2022



(Signature)

Schedule G – Security Schedule

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,

- (ii) relate to Protected Information or the Province's tenancy activities, or
- (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;
 - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
 - (d) performing any additional screening this Agreement or applicable law may require; and
 - (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.
5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:
 - (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
 - (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys,

smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;
 - (c) request based access; and
 - (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
- (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
 - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
 - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
 - (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.

42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
43. The Contractor must review physical access logs at least once monthly.
44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:

- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct ; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;
- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
- (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
- (b) are configured to perform antivirus scans at least once per week;
- (c) have host based firewall configured, enabled and active at all times; and
- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:

- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
- (b) implement processes to stay current with security threats.

Patching

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
- 58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
- 59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

- 60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

- 61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
- (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
- (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and

provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
 - (d) maintain a chain of custody in all such security investigations it undertakes.
73. Upon the Province's request, the Contractor must:
- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
 - (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).
74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment (“STRA”) support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province’s request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor’s compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province’s rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor’s expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. 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.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule H – Tax Verification Schedule: Not Applicable

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.: C23GCPE43211</i> <i>Requisition No.: 43211</i> <i>Solicitation No.(if applicable): n/a</i> <i>Commodity Code: AD.AD00</i> <i>Contractor Information</i> <i>Supplier Name: Romar Communications Ltd.</i> <i>Supplier No.: 2714248</i> <i>Telephone No.: 604-839-1774</i> <i>E-mail Address: mariedellamattia@gmail.com</i> <i>Website: n/a</i>	<i>Financial Information</i> <i>Client:</i> 022 <i>Responsibility Centre:</i> 32G35 <i>Service Line:</i> 34420 <i>STOB:</i> 6001 <i>Project:</i> 3200000 <i>Template version: December 13, 2021</i>

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SCHEDULE A – SERVICES

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SCHEDULE B – FEES AND EXPENSES

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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

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SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 1st day of April, 2022.

BETWEEN:

Romar Communications Ltd. (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

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 and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

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 embargo
 if 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; 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 determined by arbitration under the *Arbitration Act* and:

- (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
- (ii) there will be a single arbitrator; and
- (iii) British Columbia law is the applicable law.

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.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 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>25</u> day of <u>April</u>, 2022 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>Marie Della Mattia</u></p> <p>Print Name(s)</p> <p><u>President, Romar Communications Ltd</u></p> <p>Print Title(s)</p>	<p>SIGNED on the <u>27</u> day of <u>April</u>, 2022 on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Teodora Mircea</u></p> <p>Print Name</p> <p><u>Director, Budgets and Financial Services</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 April 1, 2022 and ends on March 31, 2023.

PART 2. SERVICES:

As directed by the Assistant Deputy Minister, Strategic Communications Division, Government Communications and Public Engagement, or their designated alternate, the Contractor will provide communications support and coaching services to Executive Council, as and when required.

Contract Monitoring

- All invoices submitted by the contractor will be reviewed to confirm services have been provided as requested, and subsequently approved for payment.

PART 3. RELATED DOCUMENTATION: Not Applicable

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor is as follows:

(a) Maire Della Mattia

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$50,000.00 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: at a rate of \$150.00 per hour 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): Not Applicable

Schedule D – Insurance

The Contractor is not covered by any liability insurance or Workers' Compensation coverage arranged by the Province and should at the Contractor's sole expense obtain and maintain throughout the Term any liability, medical or other insurance which the Contractor, in the Contractor's sole discretion, considers necessary to cover its risks under this Agreement.

Schedule E – Privacy Protection Schedule: Not Applicable

**Schedule F – Additional Terms
CONFIDENTIALITY AGREEMENT**

Whereas:

- A. Romar Communications Ltd. 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 C23GCPE43211 dated for reference April 1, 2022, (the "Agreement") for the provision of certain services (See Schedule A – Services) by Romar Communications Ltd. 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, Marie Della Mattia, 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 25 day of April, 2022



(Signature)

Schedule G – Security Schedule

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
- (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,

- (ii) relate to Protected Information or the Province's tenancy activities, or
- (iii) are customer facing and managed by the Province in its use of the Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;
 - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
 - (d) performing any additional screening this Agreement or applicable law may require; and
 - (e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.
5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:
 - (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
 - (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys,

smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;
 - (c) request based access; and
 - (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
- (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
 - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
 - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and
 - (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.

42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.
43. The Contractor must review physical access logs at least once monthly.
44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:

- (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;
- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Province may instruct ; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;
- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
- (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
- (b) are configured to perform antivirus scans at least once per week;
- (c) have host based firewall configured, enabled and active at all times; and
- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:

- (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
- (b) implement processes to stay current with security threats.

Patching

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.
- 58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
- 59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

- 60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

- 61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:
- (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and
 - (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
67. The Contractor must securely erase:
- (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and

provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:
- (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
 - (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
 - (d) maintain a chain of custody in all such security investigations it undertakes.
73. Upon the Province's request, the Contractor must:
- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
 - (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).
74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment (“STRA”) support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province’s request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor’s compliance with the security obligations under this Agreement
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province’s rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor’s expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. 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.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at <http://www.gov.bc.ca>, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule H – Tax Verification Schedule: Not Applicable

ASC - Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-04	Campaign:	COVID-19 Recovery Phase 7
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Adrienne Watt	Phone:
	Email: Adrienne.watt@gov.bc.ca
Submitted by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
201 – COVID-19 Phase 7	> \$250,000	From: April	To: April


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Lift	201-145	Print Ad	NOTE: There are seven different character sets in the series, but the content is the same for all of them. So this is being treated as a single submission.

INITIAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-04-05

Signature: 

FINAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-04-05

Signature: 

	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party not used in a dominant way	Meets		Meets	

ASC - Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-05	Campaign:	COVID-19 Recovery Phase 8
Submission Type:	Initial Review <input type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Adrienne Watt	Phone:
	Email: Adrienne.watt@gov.bc.ca
Submitted by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
201 – COVID-19 Phase 8	> \$250,000	From: April	To: April

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Lift-15s-Boosters (set of 3)	201-148A	Digital Ads	
Lift-6s-Boosters (set of 6)	201-148B	Digital Ads	
Lift-15s-KidsVaccine (set of 2)	201-148C	Digital Ads	
Lift-6s-KidsVaccine (set of 5)	201-148D	Digital Ads	

INITIAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Choose an option

Date (YYYY-MM-DD):

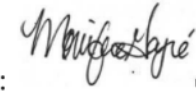
Signature:

FINAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-04-14

Signature:



	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Choose an option		Meets	
2	Objective, factual and engages	Choose an option		Meets	<p>Ads approved on the basis that:</p> <ul style="list-style-type: none"> (i) the ads properly clarify that the boosters help protect you from serious illness; therefore, the claim “vaccines give us a lift” does not overstate the efficacy of vaccines given that it is properly qualified; (ii) since there is a Covid-19 ‘banner/title’ visible on every digital ad that uses the claim, as shown below, the ad/claim clarifies that it is related specifically to the Covid-19 illness (as opposed to any/all serious illnesses/infections), and does not need to state it again in the claim itself; and (iii) the “Male_GrandMother_Kid_Sporty_Couple” ad includes, through a legible

	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
					super/disclaimer; that, “boosters are offered only to individuals age 12 and older”.
3	Free from partisan slogans, images and identifiers	Choose an option		Meets	
4	Free from partisan bias or party affiliation	Choose an option		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Choose an option		Meets	
6	Colour of the governing party not used in a dominant way	Choose an option		Meets	

ASC - Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-11	Campaign:	COVID-19 Recovery Phase 8
Submission Type:	Initial Review <input type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Adrienne Watt	Phone:
	Email: Adrienne.watt@gov.bc.ca
Submitted by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
201 – COVID-19 Phase 8	> \$250,000	From: April	To: April

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Lift: Vaccines-Girl with braids	201-149A	Print Ad	
Lift: Vaccines-Grandfather & granddaughter	201-149B	Print Ad	
Lift: Vaccines-Mom & daughter	201-149C	Print Ad	
Lift: Vaccines-Siblings	201-149D	Print Ad	

INITIAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Choose an option

Date (YYYY-MM-DD):

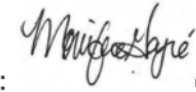
Signature:

FINAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-04-13

Signature:



	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Choose an option		Meets	
2	Objective, factual and engages	Choose an option		Meets	Approved on the basis that these print ads now properly clarify that the vaccines help protect children from serious illness. Therefore, the claim "vaccines give us a lift" does not overstate the efficacy of vaccines given that it is properly qualified.
3	Free from partisan slogans, images and identifiers	Choose an option		Meets	
4	Free from partisan bias or party affiliation	Choose an option		Meets	

	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Choose an option		Meets	
6	Colour of the governing party not used in a dominant way	Choose an option		Meets	

ASC - Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-11	Campaign:	COVID-19 Recovery Phase 8
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kathryn Lesueur	Phone:
	Email: Kathryn.lesueur@gov.bc.ca
Submitted by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com

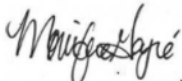
Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
201 – COVID-19 Phase 8	> \$250,000	From: April	To: April

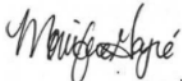
Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Spring Seniors Booster	201-150	Boosted Post	

INITIAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan	Date (YYYY-MM-DD): 2020-04-13	Signature: 
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FINAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan	Date (YYYY-MM-DD): 2020-04-13	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party not used in a dominant way	Meets		Meets	



fin

ASC - Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD): 2022-04-05 Campaign: 206

Submission Type: Initial Review ☐ Final Review ☒

Contact Information

GCPE Contact/Submitted by:
Stephanie Field

Phone:

Email: Stephanie.field@gov.bc.ca

Submitted by:

Robb Gibbs

Phone: s.22

Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:

206 – Stop Overdose BC

Budget (planning, production & media):

>\$250,000

Campaign Dates (YYYY-MM-DD):

From: TBD

To: TBD

Submission Information (list all items being reviewed)

Advertisement Title

Ad Details

Ad Number

Media Type

Additional Information (if applicable)

Empathy (Rick Campbell, BC Lions)

206-27

Radio

INITIAL REVIEW RESULTS (To be completed by Advertising Standards Canada)


Determination: Not Partisan

Date (YYYY-MM-DD): 2022-03-23

Signature: 
FINAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-04-07

Signature: 

	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party not used in a dominant way	Meets		Meets	



fin

ASC - Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-25	Campaign:	215
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact:	Phone:
Kathryn Lesueur	Email: Kathryn.lesueur@gov.bc.ca
Submitted by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
215 – Vision for Forests	>\$250,000	From: 2022-04-26	To: 2022-05-03


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Old growth deferrals	215-11	Boosted Post	

INITIAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan


Date (YYYY-MM-DD): 2022-04-27

Signature: 

FINAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-04-27

Signature: 

	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets	<p>Claims are supported by the information available at: https://news.gov.bc.ca/releases/2022FOR0019-000475</p> <p>https://www2.gov.bc.ca/gov/content/environment/natural-resource-stewardship/great-bear-rainforest/gbr-agreement-highlights</p> <p>https://news.gov.bc.ca/releases/2022FOR0019-000475</p>	Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	

	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party not used in a dominant way	Meets		Meets	

ASC - Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-06-12	Campaign:	221 – BC Parks
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Anneliese Sanghara	Phone:
	Email: Anneliese.sangahara@gov.bc.ca
Submitted by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
221 – BC Parks	> \$250,000	From: June 14, 2022	To: June 30, 2022


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Free day-use passes	221-04	Boosted FB	

INITIAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan


Date (YYYY-MM-DD): 2022-06-14

Signature: 

FINAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-06-14

Signature: 

	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets	Factual based on info available at https://bcparks.ca/reserve/day-use/	Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party not used in a dominant way	Meets		Meets	



fin

ASC - Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD): 2022-06-05 Campaign: Wildfire Preparedness

Submission Type: Initial Review ☒ Final Review ☒

Contact Information

GCPE Contact/Submitted by:
Kyla Kelch

Phone:

Email: Kyla.kelch@gov.bc.ca

Submitted by:

Robb Gibbs

Phone: s.22

Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:

226 – Wildfire Preparedness

Budget (planning, production & media):

> \$250,000

Campaign Dates (YYYY-MM-DD):

From: June 2022

To: June 2022

Submission Information (list all items being reviewed)

Advertisement Title

Ad Details

Ad Number

Media Type

Additional Information (if applicable)

Wildfire Prep


226-01

Radio Ad

INITIAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan


Date (YYYY-MM-DD): 2022-06-06

Signature: 

FINAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-06-06

Signature: 

	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party not used in a dominant way	Meets		Meets	



fin

ASC - Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD): 2022-06-24 Campaign: Wildfire Preparedness

Submission Type: Initial Review ☒ Final Review ☒

Contact Information

GCPE Contact/Submitted by:
Kyla Kelch

Phone:

Email: Kyla.kelch@gov.bc.ca

Submitted by:

Robb Gibbs

Phone: s.22

Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:

226 – Wildfire Preparedness

Budget (planning, production & media):

> \$250,000

Campaign Dates (YYYY-MM-DD):

From: June 2022

To: July 2022

Submission Information (list all items being reviewed)

Advertisement Title

Ad Details

Ad Number

Media Type

Additional Information (if applicable)

Wildfire Prep A (family and home)

226-02A

Print Ad

Wildfire Prep B (community)


226-02B

Print Ad

INITIAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan


Date (YYYY-MM-DD): 2022-06-27

Signature: 

FINAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-06-27

Signature: 

	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party not used in a dominant way	Meets		Meets	



fin

ASC - Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD): 2022-06-24 Campaign: Wildfire Preparedness

Submission Type: Initial Review ☒ Final Review ☒

Contact Information

GCPE Contact/Submitted by:
Kyla Kelch

Phone:

Email: Kyla.kelch@gov.bc.ca

Submitted by:

Robb Gibbs

Phone: s.22

Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:

226 – Wildfire Preparedness

Budget (planning, production & media):

> \$250,000

Campaign Dates (YYYY-MM-DD):

From: June 2022

To: July 2022

Submission Information (list all items being reviewed)

Advertisement Title

Ad Details

Ad Number

Media Type

Additional Information (if applicable)

Wildfire Prep A (family)

226-03A

Display Ad

Wildfire Prep B (home)

226-03B

Display Ad

Wildfire Prep C (community)


226-03C

Display Ad

INITIAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan


Date (YYYY-MM-DD): 2022-06-27

Signature: 

FINAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-06-27

Signature: 

	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party not used in a dominant way	Meets		Meets	



fin

ASC - Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD): 2022-06-24 Campaign: Wildfire Preparedness

Submission Type: Initial Review ☒ Final Review ☒

Contact Information

GCPE Contact/Submitted by:
Kyla Kelch

Phone:

Email: Kyla.kelch@gov.bc.ca

Submitted by:

Robb Gibbs

Phone: s.22

Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:

226 – Wildfire Preparedness

Budget (planning, production & media):

> \$250,000

Campaign Dates (YYYY-MM-DD):

From: June 2022

To: July 2022

Submission Information (list all items being reviewed)

Advertisement Title

Ad Details

Ad Number

Media Type

Additional Information (if applicable)

Wildfire Prep A (family)

226-04A

Social Post

Wildfire Prep B (home)

226-04B

Social Post

Wildfire Prep C (community)

226-04C

Social Post

NOTE: I have amended the Word copy by taking out the words “thousands of”. GCPE agrees and the artwork will be changed accordingly.

INITIAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-06-27

Signature:


FINAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-06-27

Signature:



	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets	Given that the “thousands of” claim, which requires supporting evidence, will be removed from the posted copies.	Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party not used in a dominant way	Meets		Meets	

ASC - Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-07-17	Campaign:	Wildfire Preparedness
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kyla Kelch	Phone:
	Email: Kyla.kelch@gov.bc.ca
Submitted by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
226 – Wildfire Preparedness	> \$250,000	From: July 18, 2022	To: Sept. 30, 2022

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Prevention search ads	226-05A	Search Ads	
Preparedness search ads	226-05B	Search Ads	

INITIAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-07-19

Signature:


FINAL REVIEW RESULTS (To be completed by Advertising Standards Canada)

Determination: Not Partisan

Date (YYYY-MM-DD): 2022-07-19

Signature:



	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party not used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-04	Campaign:	COVID-19 Recovery Phase 7
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Adrienne Watt	Phone:
	Email: Adrienne.watt@gov.bc.ca
Reviewed by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
201 – COVID-19 Phase 7	> \$250,000	From: April	To: April


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Lift	201-145	Print Ad	NOTE: There are seven different character sets in the series, but the content is the same for all of them. So this is being treated as a single submission.

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-04	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-04	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-05	Campaign:	COVID-19 Recovery Phase 8
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Adrienne Watt	Phone:
	Email: Adrienne.watt@gov.bc.ca
Reviewed by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
201 – COVID-19 Phase 8	> \$250,000	From: April	To: April

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Lift-15s-Boosters (set of 3)	201-148A	Digital Ads	
Lift-6s-Boosters (set of 6)	201-148B	Digital Ads	
Lift-15s-KidsVaccine (set of 2)	201-148C	Digital Ads	
Lift-6s-KidsVaccine (set of 5)	201-148D	Digital Ads	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-05	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-11	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-11	Campaign:	COVID-19 Recovery Phase 8
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Adrienne Watt	Phone:
	Email: Adrienne.watt@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
201 – COVID-19 Phase 8	> \$250,000	From: April	To: April

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Lift: Vaccines-Girl with braids	201-149A	Print Ad	
Lift: Vaccines-Grandfather & granddaughter	201-149B	Print Ad	
Lift: Vaccines-Mom & daughter	201-149C	Print Ad	
Lift: Vaccines-Siblings	201-149D	Print Ad	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-05	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-11	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-11	Campaign:	COVID-19 Recovery Phase 8
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kathryn Lesueur	Phone:
	Email: Kathryn.lesueur@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com


Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
201 – COVID-19 Phase 8	> \$250,000	From: April	To: April

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Spring Seniors Booster	201-150	Boosted Post	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Partisan	Date (YYYY-MM-DD): 2022-04-07	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-11	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Does not meet	<p>What is meant by "high levels of immunity and protection"? I'm not sure how you'd verify such a thing. Additionally, this implies better protection from infection, which the boosters do not do.</p> <p>Next is the reference to "making sure that the people most at-risk maintain and lengthen their protection." The term "making sure" is an absolute that cannot be met. Also, immunity cannot be maintained over time, thus the need for boosters.</p> <p>Finally, it is unclear what is meant by "lengthen their protection."</p>	Meets	

	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-25	Campaign:	215
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kathryn LeSueur	Phone:
	Email: Kathryn.lesueur@gov.bc.ca
Reviewed by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
215 – Vision for Forests	>\$250,000	From: 2022-04-26	To: 2022-05-03


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Old growth deferrals	215-11	Boosted Post	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-25	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Choose an option	Date (YYYY-MM-DD): 2022-04-25	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-20	Campaign:	EMBC – Home Emergency Plans
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kathryn Lesueur	Phone:
	Email: Kathryn.lesueur@gov.bc.ca
Reviewed by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com


Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
217 – EMBC	< \$250,000	From: 2022-04-21	To: 2022-04-28


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Make a plan	217-19	Social boost	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-20	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-20	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-26	Campaign:	EMBC – Home Emergency Plans
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kathryn Lesueur	Phone:
	Email: Kathryn.lesueur@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com


Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
217 – EMBC	< \$250,000	From: 2022-04-21	To: 2022-04-28


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Insurance coverage	217-20	Social boost	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-26	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-26	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-06-22	Campaign:	EMBC – Heat Preparedness
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Stephanie Field	Phone: (250) 886-2104
	Email: Stephanie.field@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
217 – EMBC	< \$250,000	From: 2022-06-23	To: 2022-06-30

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Heat Preparedness	217-21	Boosted Post	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-22	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-22	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-06-12	Campaign:	221 – BC Parks
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Anneliese Sanghara	Phone:
	Email: Anneliese.sangahara@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
221 – BC Parks	> \$250,000	From: June 14, 2022	To: June 30, 2022


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Free day-use passes	221-04	Boosted FB	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-12	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Choose an option	Date (YYYY-MM-DD): 2022-06-12	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-04	Campaign:	225 Miscellaneous
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kathryn Lesueur	Phone:
	Email: Kathryn.lesueur@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com


Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
225 Miscellaneous	< \$250,000	From: April	To: April


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Support for Ukrainians	225-02	Social	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-04	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-04	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-08	Campaign:	225 Miscellaneous
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kyla Kelch	Phone:
	Email: Kyla.kelch@gov.bc.ca
Reviewed by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
225 Miscellaneous	< \$250,000	From: April	To: April


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Support for Ukrainians	225-03	Google Ads	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-08	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-08	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-04-21	Campaign:	225 Miscellaneous
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Stephanie Field	Phone:
	Email: Stephanie.field@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
225 Miscellaneous	< \$250,000	From: April	To: April

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
CRT Print Single	225-04A	Print Ad	
CRT Print Plural	225-04B	Print Ad	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-21	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-04-21	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-05-05	Campaign:	225 Miscellaneous
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kyla Kelch	Phone:
	Email: Kyla.kelch@gov.bc.ca
Reviewed by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com


Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
225 Miscellaneous	< \$250,000	From: May	To: May

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
CRT Digital Ad – 250X300	225-05A	Digital Ad	
CRT Digital Ad – 970X90	225-05B	Digital Ad	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-05-05	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-05-05	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-05-10	Campaign:	225 Miscellaneous
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Anneliese Sanghara	Phone:
	Email: Anneliese.sanghara@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
225 Miscellaneous	< \$250,000	From: May	To: May


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Surrey SkyTrain - Video	225-06A	Social Boost	
Surrey SkyTrain - Static	225-06B	Social Boost	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-05-10	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-05-10	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-05-15	Campaign:	225 Miscellaneous
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Anneliese Sanghara	Phone:
	Email: Anneliese.sanghara@gov.bc.ca
Reviewed by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
225 Miscellaneous	< \$250,000	From: May 16	To: May 23


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
New RBCM	225-07	Social Boost	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-05-15	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-05-15	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-05-24	Campaign:	225 Miscellaneous
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Anneliese Sanghara	Phone:
	Email: Anneliese.sangahara@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
225 Miscellaneous	< \$250,000	From: May 24, 2022	To: June 21, 2022


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Support for Ukrainians	225-08	Facebook	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-05-24	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-05-24	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-06-12	Campaign:	225 Miscellaneous
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Anneliese Sanghara	Phone:
	Email: Anneliese.sangahara@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
225 Miscellaneous	< \$250,000	From: June 13, 2022	To: June 24, 2022

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
CleanBC – SUP survey	225-10	Facebook	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-12	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-12	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-06-29	Campaign:	225 Miscellaneous
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Stephanie Field	Phone:
	Email: Stephanie.field@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com


Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
225 Miscellaneous	< \$250,000	From: June 30, 2022	To: July 7, 2022


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Financial support for Ukrainian families	225-11	Facebook	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-29	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-29	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-07-07	Campaign:	225 Miscellaneous
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Stephanie Field	Phone:
	Email: Stephanie.field@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com


Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
225 Miscellaneous	< \$250,000	From: TBD	To: TBD


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
EAO Notification re Tilbury Jetty Project	225-12	Print	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-07-07	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-07-07	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-06-05	Campaign:	Wildfire Preparedness
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kyla Kelch	Phone:
	Email: Kyla.kelch@gov.bc.ca
Reviewed by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com


Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
226 – Wildfire Preparedness	> \$250,000	From: June 2022	To: June 2022


Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Wildfire Prep	226-01	Radio Ad	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-05	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-05	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-06-24	Campaign:	Wildfire Preparedness
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kyla Kelch	Phone:
	Email: Kyla.kelch@gov.bc.ca
Reviewed by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com


Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
226 – Wildfire Preparedness	> \$250,000	From: June 2022	To: June 2022

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Wildfire Prep A (family and home)	226-02A	Print Ad	
Wildfire Prep B (community)	226-02B	Print Ad	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-24	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-24	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-06-24	Campaign:	Wildfire Preparedness
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kyla Kelch	Phone:
	Email: Kyla.kelch@gov.bc.ca
Reviewed by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com


Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
226 – Wildfire Preparedness	> \$250,000	From: June 2022	To: July 2022

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Wildfire Prep A (family)	226-03A	Display Ad	
Wildfire Prep B (home)	226-03B	Display Ad	
Wildfire Prep C (community)	226-03C	Display Ad	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-24	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-24	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-06-24	Campaign:	Wildfire Preparedness
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kyla Kelch	Phone:
	Email: Kyla.kelch@gov.bc.ca
Reviewed by:	Phone: s.22
Robb Gibbs	Email: robbgibbs@gmail.com


Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
226 – Wildfire Preparedness	> \$250,000	From: June 2022	To: July 2022

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Wildfire Prep A (family)	226-03A	Social Post	NOTE: I have amended the Word copy by taking out the words “thousands of”. GCPE agrees and the artwork will be changed accordingly.
Wildfire Prep B (home)	226-03B	Social Post	
Wildfire Prep C (community)	226-03C	Social Post	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-24	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-06-24	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Non-Partisan Advertising Review - Submission and Evaluation Form

Date (YYYY-MM-DD):	2022-07-17	Campaign:	Wildfire Preparedness
Submission Type:	Initial Review <input checked="" type="checkbox"/>	Final Review	<input checked="" type="checkbox"/>

Contact Information

GCPE Contact/Submitted by: Kyla Kelch	Phone:
	Email: Kyla.kelch@gov.bc.ca
Reviewed by: Robb Gibbs	Phone: s.22
	Email: robbgibbs@gmail.com

Campaign Information

Campaign Number and Name:	Budget (planning, production & media):	Campaign Dates (YYYY-MM-DD):	
226 – Wildfire Preparedness	> \$250,000	From: July 18, 2022	To: Sept. 30, 2022

Submission Information (list all items being reviewed)

Advertisement Title	Ad Details		Additional Information (if applicable)
	Ad Number	Media Type	
Prevention search ads	226-05A	Search Ads	
Preparedness search ads	226-05B	Search Ads	

INITIAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-07-17	Signature: 
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FINAL REVIEW RESULTS (GCPE Review)

Determination: Not Partisan	Date (YYYY-MM-DD): 2022-07-17	Signature: 
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	Non-partisan Review Criteria	Initial Review	Comments	Final Review	Comments
1	Informs, encourages and promotes	Meets		Meets	
2	Objective, factual and engages	Meets		Meets	
3	Free from partisan slogans, images and identifiers	Meets		Meets	
4	Free from partisan bias or party affiliation	Meets		Meets	
5	Devoid of any name, voice or image of a current or past minister, or member of the legislature	Meets		Meets	
6	Colour of the governing party must not be used in a dominant way	Meets		Meets	

Fostering tech and innovation across BC's economy

BC's tech sector is white hot.

Tech is one of our province's fastest growing industries, generating billions of dollars in activity and employing tens of thousands of British Columbians. It's also helping to tackle some of our biggest challenges, from climate change to protecting public health.

Supporting BC's tech sector is also at the heart of the Stronger BC Economic Plan Premier Horgan and I released earlier this year. The plan lays out six missions to grow a clean and inclusive economy that works for all British Columbians, including a commitment to foster tech and innovation in new and traditional industries.

As Minister of Jobs, Economic Recovery, and Innovation, I have consulted widely with tech leaders across the province who tell me that the number one issue facing the sector is the shortage of talent. BC's Labour Market Outlook shows that tech sector jobs are in high demand and there are simply not enough people to fill them.

That's one important reason why expanding access to post-secondary education and training is a key pillar of the Stronger BC Economic Plan.

Through what we're calling *Future Ready*, our government is making a generational commitment to ensure British Columbians have the skills and talents they need to fill the jobs of tomorrow. Across a range of forward-looking initiatives, from the expansion of new student housing to support for training health professionals -- we're making education and training more affordable and relevant to the needs of today's economy.

For the tech sector this commitment resulting in the biggest expansion of tech education in the provinces history with a commitment to create 2000 new tech seats at BC's colleges and universities across the province.

For example, new spaces created at Simon Fraser University's School for Sustainable Engineering in Surrey are helping to position BC as a global leader in clean-tech and sustainable energy. A new Master of Applied Science in Engineering program at the University of Northern British Columbia in Prince George – the only program of its kind in BC's North – is expanding science, technology, engineering, and math opportunities throughout the region. And funding for a Diploma in Animation at Okanagan College in Kelowna will help meet growing demand in the Okanagan's booming tech sector.

In a fast-changing and uncertain world, programs like these nurture BC's greatest economic advantage -- the skills, talents, and ambitions of our people. And they support our government's efforts to build more resilient communities where everyone shares in the province's economic success.

In a small open economy like BC's, tech is critical to realizing this vision. Tech brings out our best, challenging us to compete and win in a global economy where knowledge is our most valuable currency. It helps generate the ideas, businesses and wealth that are driving BC's economic recovery – the strongest in Canada. And with government's continued commitment to nurture, attract and develop the talent we need to succeed, tech's role in BC's clean and inclusive future will continue to grow.



Speaking notes for
Honourable Ravi Kahlon
Minister of Jobs, Economic Recovery and Innovation
BC Centre for Agritech Innovation

Thursday, July 21, 2022

9:30 a.m.

Speaking time: approximately 7 minutes

Good morning, everyone.

Thank you, Pam, for that kind introduction.

I would also like to recognize that we are gathering here today on the traditional territory of the [Staw-lo] peoples.

I want to thank Bill, for having us here today at Bakerview EcoDairy and hosting us on this special day.

It's great to see so many familiar faces.

**A big thank you to our MC,
Abbotsford-Mission MLA Pam
Alexis...**

...and all my amazing colleagues at the legislature.

Today's announcement is the result of your hard work.

I also want to recognize representatives from India, the Netherlands, and the Philippines.

Food security matters to the whole world.

Thank you to everyone who made the effort to be here with us today.

It's great to be in Abbotsford – the hub of the Fraser Valley – to make today's announcement.

An exciting announcement

for farmers...

for food producers...

for tech companies...

**...and for food security here in this
province and around the world.**

It's all part of the Stronger BC Economic Plan that the Premier and I released earlier this year.

The Plan sets out two key goals – inclusive and clean growth...

...to build an economy that works for all British Columbians.

Because, as Premier Horgan often says:

“An economy built for all, is an economy built to succeed.”

Our StrongerBC plan is already delivering results for people.

We're building new transit and transportation infrastructure.

We're investing in new skills training opportunities...

...with many more to come through our Future Ready Skills Training Plan.

**We're getting more value and jobs
from our resources...**

**...with new technologies like mass
timber that is revolutionizing
construction.**

And we're coming back strong.

**Creating new jobs across our
economy.**

Today.

**BC is leading Canada's Economic
Recovery...**

With more than 100 thousand more jobs than we had before the pandemic...

And wages continue to rise.

But as far as we've come and as hard as we have worked...

...we all know there is a lot of hard work ahead.

After the challenges we have faced in the past few years...

...many people are exhausted and feeling squeezed...

**And here in BC – we are not
immune to global economic
uncertainty or climate change.**

Inflation is affecting everyone...

**...here at home and around the
world...**

The price of gas.

The cost of housing.

Grocery bills.

I get it.

Families are feeling stretched.

**And the impacts of climate change
were felt by so many here in the
Fraser Valley last November...**

...especially farmers.

**We won't soon forget the sacrifices
by so many here last year.**

During last year's floods we were reminded how important local food production is for this province...

...and for the province's economy.

Our agriculture, seafood and food and beverage processing sectors employ more than 68,000 British Columbians...

...and contribute more than \$16 billion to the provincial economy.

And we are seeing big changes in the agriculture industry.

We have new home grown Agritech companies...

**...helping to fundamentally change
the way we grow food...**

**...to meet the challenges of our
time from climate change to food
security.**

**Through the fusion of innovation,
technology, and food production
they are enhancing productivity...**

increasing sustainability...

...and lowering emissions.

**BC's food producers were
exceptional through the pandemic
and the floods.**

I want to thank them for that.

But we also know that the world is changing fast...

...and we need to change with it.

We need to do more to support our local food producers.

Climate change...

Supply change disruptions...

**And rising fuel prices are putting
food production at risk...**

**Driving up prices, and harming
consumers.**

I was in California recently.

That state...

...One of the biggest and most important food producers in North America...

...is losing over a million acres of arable land to drought...

...costing their economy billions of dollars, tens of thousands of jobs, and slowing food exports.

And in Europe...

...an unprecedented heat and drought being felt right now is curtailing farming and food production.

As we all know too well BC is not immune from these risks.

Climate change is not coming...

It's happening now.

We need to plan now to support a more resilient...

**...productive and climate-friendly
industry through agricultural
innovation.**

That's why we are here...

**To take a big step forward in that
direction.**

**To take a big step forward for food
production and food security in BC
and around the world...**

**Today, I am so pleased to
announce...**

**...that in partnership with the
federal government, SFU other**

**post-secondary partners, and our
agricultural community...**

**The Province of BC is opening a
new BC Centre for AgriTech
Innovation.**

With this centre.

We are delivering on a major commitment put forward in the Stronger BC Economic Plan.

I am pleased to share that the Province is committing \$6.5 million over three years to the Centre.

And the federal government is contributing \$10 million over five

**years through Pacific Economic
Development Canada.**

**I want to thank Minister ...for his
support this initiative.**

**This Centre for Agritech Innovation
will be housed at SFU's Surrey
Campus...**

But it will have a provincial outlook...

It will be built in partnership with post-secondary institutions like...

...UFV, Uvic, Okanagan College and so many more.

Bringing together industry, First Nations, academia, and government...

...to create a thriving centre for research and development and...

...all those critical elements that go into helping agritech companies grow and succeed.

The new Centre for Agricultural Innovation...

...will give our food producers the tools they need to succeed in a fast-changing world.

It will drive innovation productivity, and job creation for British Columbians in all corners of the province.

It will help lower the cost of food here at home and open up new markets around the world.

It will lower our emissions and help us meet our climate commitments.

In short...

**...the new Centre for Agricultural
Innovation will establish BC...**

...as a global leader...

**...producing the food we need to
feed BC and the world.**

It's a win for people.

It's a win for affordability.

It's a win for sustainability

It's a win for our economy.

It's a win for BC's future...

**...a more sustainable, innovative,
and prosperous future for all.**

Thank you so much for being here.

**And for your commitment to work
with us to build a StrongerBC.**

-end-

Economic Stump

Introduction

Thank you.

It's wonderful to be here with you today.

Let me begin by <Territorial acknowledgment>

I also want to recognise some very special guests.

<Recognize VIPS>

Today, I want to talk about BC's economy.

About where we've been.

Where we are.

And the choices we're making for the future.

Where We've Been

s.13

Where We Are

It also positioned BC to deal with what came next:

The biggest economic crisis in almost a century.

As the saying goes...

“There are decades when nothing happens. And there are weeks where decades happen.”

We’ve been through a lot of those weeks over the last two-and-a-half years.

But as tough as it has been, it’s also shown us that in a crisis, government, business, and communities can get big things done.

Together we moved with incredible speed to get support out the door to the businesses and people who needed it

With the BC Recovery Benefit, we helped more than 2.5 million British Columbians pay the bills and put food on the table.

We targeted hundreds of millions of dollars to struggling small businesses so they could stay open and keep people on the payroll.

We provided direct support for some of the hardest hit sectors, like tourism, hospitality, and the arts.

And we accelerated critical infrastructure projects that put thousands of people to work.

All of this support helped lay the foundation for a strong recovery.

Today BC's economy is, once again, the fastest growing in Canada.

More people are moving to BC than has been the case in a generation.

More people are working than before the pandemic.

And industries like tourism are thriving once again.

Where We Are Going

I wish I could say it was clear sailing ahead.

But the pandemic's economic aftershocks will be with us for a while.

And war in Ukraine is reverberating throughout the world economy.

People are worried...

...about higher gas prices and inflation.

...about interest rates.

...about the shortage of affordable housing.

...about the prospect of a global recession.

As Minister of Jobs, Economic Recovery, and Innovation, I hear those concerns every day.

I know that even though BC's economic recovery is strong, the hard work has only begun.

We have to keep focussed on the approach that we took before and through the pandemic, marshalling BC's enormous strengths to create good jobs, expand opportunity, and spur innovation across our economy.

In February, the Premier and I released the Stronger BC Economic Plan to chart that path forward.

The Plan calls on us to achieve two big goals – inclusive and clean growth – with six specific missions to achieve them.

The unifying theme that runs through the plan was summed up by the Premier:

“An economy built for all,” he said, “is an economy built to succeed.”

What does that mean in practical terms?

It means our government is making a generational commitment to prepare British Columbians for the jobs of today and tomorrow.

Labour forecasts tell us of the million job openings over the next decade, 80% will require post-secondary education and training.

Through what we are calling *Future Ready*, we have a plan to ensure British Columbians can fill those jobs.

You will be hearing a lot more about *Future Ready* in the coming months.

It means our government is taking bold steps to get more value and jobs from our resources.

Mass Timber is an excellent example.

Through the *Mass Timber Action Plan* we are cementing BC’s place as a world-leader in a technology that has the potential to revolutionize construction here at home and around the world.

It means positioning BC to succeed in a low-carbon future.

Through *Clean BC*, we’re driving innovation in areas like clean hydrogen, helping to scale-up homegrown new energy technologies, and supporting industries through the transition.

It means advancing lasting and meaningful reconciliation with Indigenous peoples.

Make no mistake – reconciliation is a huge economic advantage for the province.

It means building more affordable housing and investing in vital economic infrastructure.

It means breaking down barriers to workforce participation by expanding affordable childcare, making sure every community has access to the internet, and raising the minimum wage.

In short, building a successful economy for all, means building a BC of empowered and inclusive communities where each of us can realize our true potential.

Conclusion

I believe that vision has the power to bring British Columbians around a common agenda.

BC is an incredibly diverse province.

It's one of our greatest strengths.

But we share common aspirations for ourselves and for our province.

We all want to live in a prosperous and inclusive province.

We all want our kids to fulfill their potential and be able to build a life here.

We all want to protect the environment, care for the most vulnerable, and be able to count on good public services when we need them.

A sustainable and growing economy that benefits people and communities helps get us there.

That's what the Stronger BC Economic helps achieve.

And that's why, even though we are living at an uncertain time...

...I remain incredibly optimistic about BC's future.

Thank you all.

Future Ready Key Messages -- Katie DeRosa

- **Everywhere I go, businesses and employers tell me that they need workers with the right skills for the right jobs.**
- **We listened.**
- **Through the Future Ready Skills Plan, our government is taking bold steps to access to post-secondary education and skills training.**
 - **We're creating thousands of new tech seats at our universities and colleges**
 - **We're expanding training for health care workers**
 - **We're investing in a new world class Trades and Technology Complex at BCIT**
 - **We're building thousands more student housing spaces.**
 - **We're expanding scholarships.**
- **Taken together, it's the biggest expansion of post-secondary education in BC in generations.**
- **But we must do more.**
- **Of the one million job opening in BC over the next ten years, 80 percent will require skills training and post-secondary**
- **Over the coming months, our government will come forward with new measures to meet this demand and give British Columbians the tools they need to succeed.**
- **Skills training is at the heart of our plan to grow a prosperous economy that works for all British Columbians.**

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Speaking notes for
Honourable Ravi Kahlon
Minister of Jobs, Economic Recovery and Innovation
MTDP Kelowna Airport Terminal expansion

Monday, July 11, 2022

12:30 p.m. to 1:00 p.m. (Pre-brief: 12:15 p.m.)

Speaking time: approximately 3 minutes

Minister speaks at about 12:32

Introduction

Good afternoon.

Thank you, Harwinder for that kind introduction.

Before I begin today, I want to also acknowledge the anniversary of the terrible crane collapse in downtown Kelowna.

All of our thoughts remain with the workers affected, and the families, friends, and co-workers of the victims.

s.13

Kelowna Airport 75th Anniversary

This is a big day.

And a big year for the Kelowna International Airport

75 years ago, the first plane took off from this site on a grass runway.

And as this region has grown, so too has this airport.

Today, the Kelowna International Airport is Canada's 10th busiest airport serving more than 2 million passengers each year.

It contributes enormously to our economy and to this community.

It's a vital link connecting the Okanagan to Canada and the world.

I want to thank everyone at YLW who makes it possible.

I know that the last two years have been challenging for airports and for airlines.

But you pulled through.

And as travel returns, the work you do is more important than ever.

Thank you.

First Announcement – Airport Expansion

I hear that the Snowbirds came to town over the weekend to help you celebrate.

I'm really sorry I missed it.

They're just incredible.

But as good as they are, I think we can upstage them today.

Okay, maybe not.

But we are here to make a very exciting announcement about the future of the Kelowna International Airport.

So let me cut right to the chase.

Today, I am pleased to announce that our government is investing a half-a-million dollars to support the terminal expansion at the Kelowna International Airport.

This investment will go to building a new roof constructed using a revolutionary new forest technology called Mass Timber.

It will help this airport continue to grow serving travellers and the people of this community for years to come.

Mass Timber

I will let the mayor speak more about the benefits of the airport expansion.

But I want to say a few words about Mass Timber and how it's helping us grow a clean and inclusive economy that works for all British Columbians.

For those of you who are not familiar with Mass Timber, it's an amazing, low carbon, high-value wood product that is changing the way we build here at home and around the world.

It's made by fastening together multiple layers of smaller dimension wood.

It can match or exceed the structural performance of concrete and steel.

And compared to the milling of logs, mass timber can deliver up to seven times the economic value while reducing carbon emission by up to 45%

I am proud to say that BC is already a world-leader in Mass Timber with more buildings built using mass timber per capita than anywhere else in North America.

And the world is taking notice.

A few weeks ago, I signed a ground-breaking agreement with the government of Finland to collaborate in new technologies like Mass Timber.

And companies throughout North America are looking to BC to make investments in this technology.

Stronger BC Economic Plan

It's all part of the *Stronger BC Economic Plan* the Premier and I launched earlier this year.

The Plan makes historic new investments in priorities like skills training to ensure our kids and grandkids have the skills they need for the jobs of tomorrow.

It supports small businesses and Indigenous economic development.

It invests in vital new infrastructure – the schools, hospitals, roads, that our province needs.

It closes the digital divide, creates new partnerships for manufacturing, and supports low-carbon industries.

And it seizes on new opportunities like Mass Timber to add value and jobs across our economy.

Through the Mass Timber Demonstration Program that is helping to fund the expansion of the Kelowna International Airport, we are showcasing mass timber technology in buildings throughout BC.

It's a win for forestry and forest workers.

A win for construction.

A win for the environment.

And a win for our economy.

Second Announcement – Mass Timber Demonstration Program

That's why today, I am also very pleased to make another important announcement.

With the success of the Mass Timber Demonstration Program, our government is allocating an additional \$2 million dollars to this initiative.

These new resources will build on the success of projects like the one here to support more mass timber construction around BC, cementing our place as the world leader in this new technology.

Applications are now open until early October.

I encourage all developers, municipalities, and project managers to look to Mass Timber – and all the benefits it brings BC – when planning your next build.

Conclusion

I want to thank you again for having us here today and for your hospitality.

I love this community and this region.

I come here every chance I get.

Kelowna represents so much that is great about BC and why we all are so fortunate to live here.

And I can't wait to come back and celebrate with you when the airport expansion is complete.

-end-

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Janssen, Krista GCPE:EX

From: Aaron, Sage GCPE:EX
Sent: September 20, 2022 1:28 PM
To: Janssen, Krista GCPE:EX
Subject: FW: Invitation to join communications training - June 14, 2022

Categories: FOI related

Sage (she/her)
778-678-0832

From: Sara Thaw <Sara.Thaw@gov.bc.ca>
Date: Wednesday, June 8, 2022 at 1:00 PM
To: Adrienne Watt <Adrienne.Watt@gov.bc.ca>
Cc: Sage Aaron <Sage.Aaron@gov.bc.ca>, Allieren Ward <Allieren.Ward@gov.bc.ca>
Subject: Invitation to join communications training - June 14, 2022

Hi Adrienne,

We'd like to invite your team to join Digital for a full day of professional development and training with Marie della Mattia. It would be so wonderful to spend this time getting the same information and insights, and hopefully will help us collaborate better together.

Allieren is going to chat with you a bit more about the training, but please invite your team, and I will send you an agenda when we have it finalized.

Warmly,

Sara Thaw
Director, Digital Communications
Strategic Communications
Government Communications & Public Engagement
Sara.thaw@gov.bc.ca | +1 250 883 0374
Pronouns: she/her

Janssen, Krista GCPE:EX

From: Aaron, Sage GCPE:EX
Sent: September 20, 2022 1:28 PM
To: Janssen, Krista GCPE:EX
Subject: FW: FOR APPROVAL: Professional Development training & travel - Digital Communications

Importance: High

Categories: FOI related

Sage (she/her)
778-678-0832

From: Sara Thaw <Sara.Thaw@gov.bc.ca>
Date: Wednesday, June 8, 2022 at 12:02 PM
To: Sage Aaron <Sage.Aaron@gov.bc.ca>
Cc: Allieren Ward <Allieren.Ward@gov.bc.ca>, Stephanie Ferguson <Stephanie.Ferguson@gov.bc.ca>, "Hargreaves, Stephen GCPE:EX" <Stephen.Hargreaves@gov.bc.ca>, Erin Acton <Erin.Acton@gov.bc.ca>, Shannon Greer <Shannon.Greer@gov.bc.ca>
Subject: FOR APPROVAL: Professional Development training & travel - Digital Communications

Dear Sage,

I am writing to request approval for the costs that will be incurred to run an in-person 1.5 day training and team building workshop for the Digital Communications team on Tuesday June 13 and Wednesday June 14. This work will build on the work the team did on March 24, 2022. The work done over these 1.5 days will help inform the Digital team's strategic priorities and operational plan for 2022-2024.

The reason we've chosen this timing is because it's the timing that works best before the team Managers start to take their vacations.

Can you please provide approval and send for DM approval to incur these costs? We will then move forward with planning the travel. (Stephen H will take lead on travel planning for the Vancouver team members)

The costs will include items like:

- Workshop preparation & follow-up (est. 10 hours) - Marie della Mattia
- Full-day facilitation (8 hours) - Marie della Mattia
- Return to travel from Vancouver to Victoria for 3 x team members
- 1 night hotel for 3 x team members
- Lunch, coffee, and snacks

The rough agenda includes:

Tuesday June 14th, 2022

8-8:30AM	Coffee and arrivals
8:30-9:00	Welcome (Sage & Don Z)
10-11:00 AM	Exercise 1
11:00-11:15AM	BREAK

11:15-12PM	Exercise 2
12-12:45PM	LUNCH
12:45 - 1:45PM	Exercise 3
1:45PM – 2:00PM	BREAK
2-4:30PM	Exercise 3 & wrap-up
5PM	Social

Wednesday June 15th, 2022

8:30-12:00PM Team meetings & planning

Please let me know if you have any questions or concerns!

Warmly,

Sara Thaw

Director, Digital Communications

Strategic Communications

Government Communications & Public Engagement

Sara.thaw@gov.bc.ca | +1 250 883 0374

Pronouns: she/her

Janssen, Krista GCPE:EX

From: Aaron, Sage GCPE:EX
Sent: September 20, 2022 1:27 PM
To: Janssen, Krista GCPE:EX
Subject: FW: Other s.13 content and advertising

Categories: FOI related

Sage (she/her)
778-678-0832

From: Marie Della Mattia <mariedellamattia@gmail.com>
Date: Wednesday, July 6, 2022 at 8:34 AM
To: Sara Thaw <Sara.Thaw@gov.bc.ca>, Shannon Greer <Shannon.Greer@gov.bc.ca>, Sage Aaron <Sage.Aaron@gov.bc.ca>
Subject: Other s.13 content and advertising

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hey there folks,

After the success of the abortion services post, I got to thinking about a bunch of ideas for different types of content with potential to meet people's needs right now. s.13

Love to discuss anytime. And happy to add more to as they occur to me.

There's no end of potential content to achieve our mission: creating content that's helpful to you and your family, and that you can trust to be right — in other words, government working for you.

s.13

Right message for the right audience at the right time.

Thanks!
Marie

Marie Della Mattia (she/her)
604-839-1774

I am a settler on the land of the lək'wəŋən People, known today as the Esquimalt and Songhees Nations.

Janssen, Krista GCPE:EX

From: Aaron, Sage GCPE:EX
Sent: September 20, 2022 1:27 PM
To: Janssen, Krista GCPE:EX
Subject: FW: Early draft
Attachments: Decision Stack - People-Centred Coms - Attempt 2.pdf; Driving People-Centred Communications.docx

Categories: FOI related

Sage (she/her)
778-678-0832

From: Marie Della Mattia <mariedellamattia@gmail.com>
Date: Friday, July 29, 2022 at 1:01 PM
To: Sage Aaron <Sage.Aaron@gov.bc.ca>
Subject: Early draft

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hey Sage,

I really wanted to get you something quickly for you to noodle on over the weekend, so I blasted through this.

Here is a bunch of stuff I've pulled together for you to consider! It's annotated with some explanatory notes at this early stage. And including some concept maps and templates I'd love to go over with you. What will be most useful for you going forward?

As you may have expected, I'm plain spoken and direct.

The key thing is: we need to talk about what's not working as well as what we want to do differently, there's no motivation to change without it.

s.13

Thanks!
Marie

Marie Della Mattia (she/her)
604-839-1774

I am a settler on the land of the lək'wəŋən People, known today as the Esquimalt and Songhees Nations.

Janssen, Krista GCPE:EX

From: Aaron, Sage GCPE:EX
Sent: September 20, 2022 1:27 PM
To: Janssen, Krista GCPE:EX
Subject: FW: Early draft
Attachments: Decision Stack - People-Centred Coms - Attempt 2.docx

Categories: FOI related

Sage (she/her)
778-678-0832

From: Marie Della Mattia <mariedellamattia@gmail.com>
Date: Thursday, August 11, 2022 at 8:09 AM
To: Sage Aaron <Sage.Aaron@gov.bc.ca>
Subject: Re: Early draft

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hey Sage,
I just noticed one of the text boxes at the bottom is clipped and cuts off words in that decision stack I sent you. And it occurred to me that you might find it helpful to have the word doc so you can edit it yourself if needed. Here it is attached! Corrected and editable.

Thanks!
Marie

Marie Della Mattia (she/her)
604-839-1774

I am a settler on the land of the lək'wəŋən People, known today as the Esquimalt and Songhees Nations.

On Jul 29, 2022, at 12:59 PM, Marie Della Mattia <mariedellamattia@gmail.com> wrote:

Hey Sage,

I really wanted to get you something quickly for you to noodle on over the weekend, so I blasted through this.

Here is a bunch of stuff I've pulled together for you to consider! It's annotated with some explanatory notes at this early stage. And including some concept maps and templates I'd love to go over with you. What will be most useful for you going forward?

As you may have expected, I'm plain spoken and direct.

s.13

Thanks!

Marie

Marie Della Mattia (she/her)

604-839-1774

I am a settler on the land of the lək'wəŋən People, known today as the Esquimalt and Songhees Nations.

<Decision Stack - People-Centred Coms - Attempt 2.pdf>

<Driving People-Centred Communications.docx>

Janssen, Krista GCPE:EX

From: Aaron, Sage GCPE:EX
Sent: September 20, 2022 1:27 PM
To: Janssen, Krista GCPE:EX
Subject: FW: Contracting Communications Support

Categories: FOI related

Sage (she/her)
778-678-0832

From: "Harris, Megan GCPE:EX" <Megan.Harris@gov.bc.ca>
Date: Monday, August 15, 2022 at 4:35 PM
To: Meghan McRae <Meghan.McRae@gov.bc.ca>
Cc: Sage Aaron <Sage.Aaron@gov.bc.ca>
Subject: Re: Contracting Communications Support

I'm really not sure so I have included Sage. Sage's area has always arranged for this.

That being said, we are VERY tight on budget right now so it is always ideal for us to get ministry's who have a "vote" to pay.

Megan

From: "McRae, Meghan GCPE:EX" <Meghan.McRae@gov.bc.ca>
Date: Monday, August 15, 2022 at 4:31 PM
To: "Harris, Megan GCPE:EX" <Megan.Harris@gov.bc.ca>
Subject: Fwd: Contracting Communications Support

Hi Megan, do you know if previous contracts for Ministers working with Maria were paid by GCPE HQ, or if each Ministry covered it?

s.13

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s.13

Janssen, Krista GCPE:EX

From: Aaron, Sage GCPE:EX
Sent: September 20, 2022 1:26 PM
To: Janssen, Krista GCPE:EX
Subject: FW: Draft 2
Attachments: Driving People-Centred Communications - Draft 2.docx; Decision Stack - People-First Coms - DRAFT 2.docx; Decision Stack Template.docx; Customer Journey Map Samples.docx

Categories: FOI related

For the FOI

Sage (she/her)
778-678-0832

From: Marie Della Mattia <mariedellamattia@gmail.com>
Date: Tuesday, August 16, 2022 at 10:47 AM
To: Sage Aaron <Sage.Aaron@gov.bc.ca>
Subject: Draft 2

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hey Sage,

Here's a go at a rework.

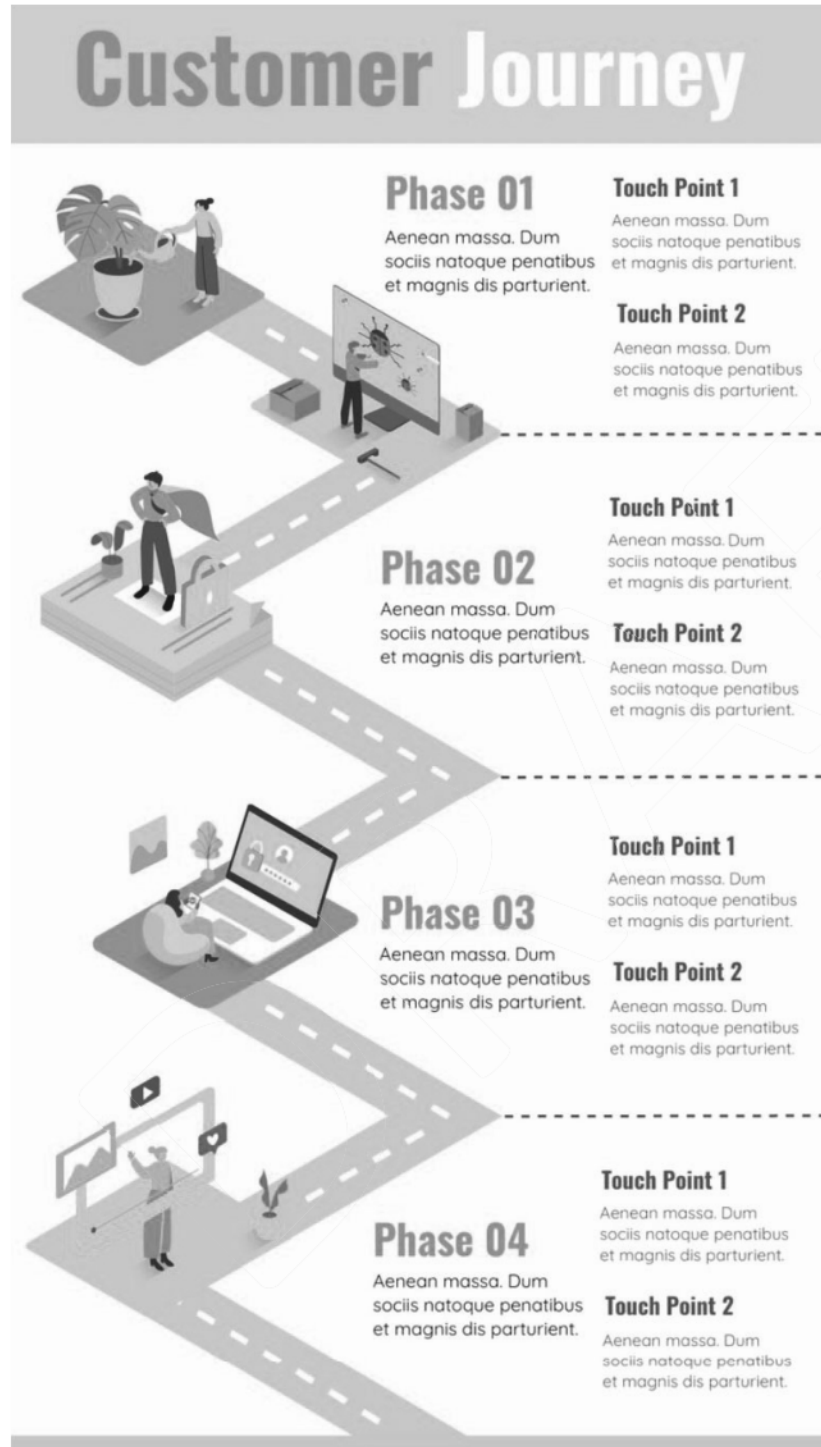
I'd love to go through this with you when you have a spare half hour and explain all the changes/thinking and hear your thoughts - and decide whether anything needs further revising to make it work for you.

Thanks!
Marie

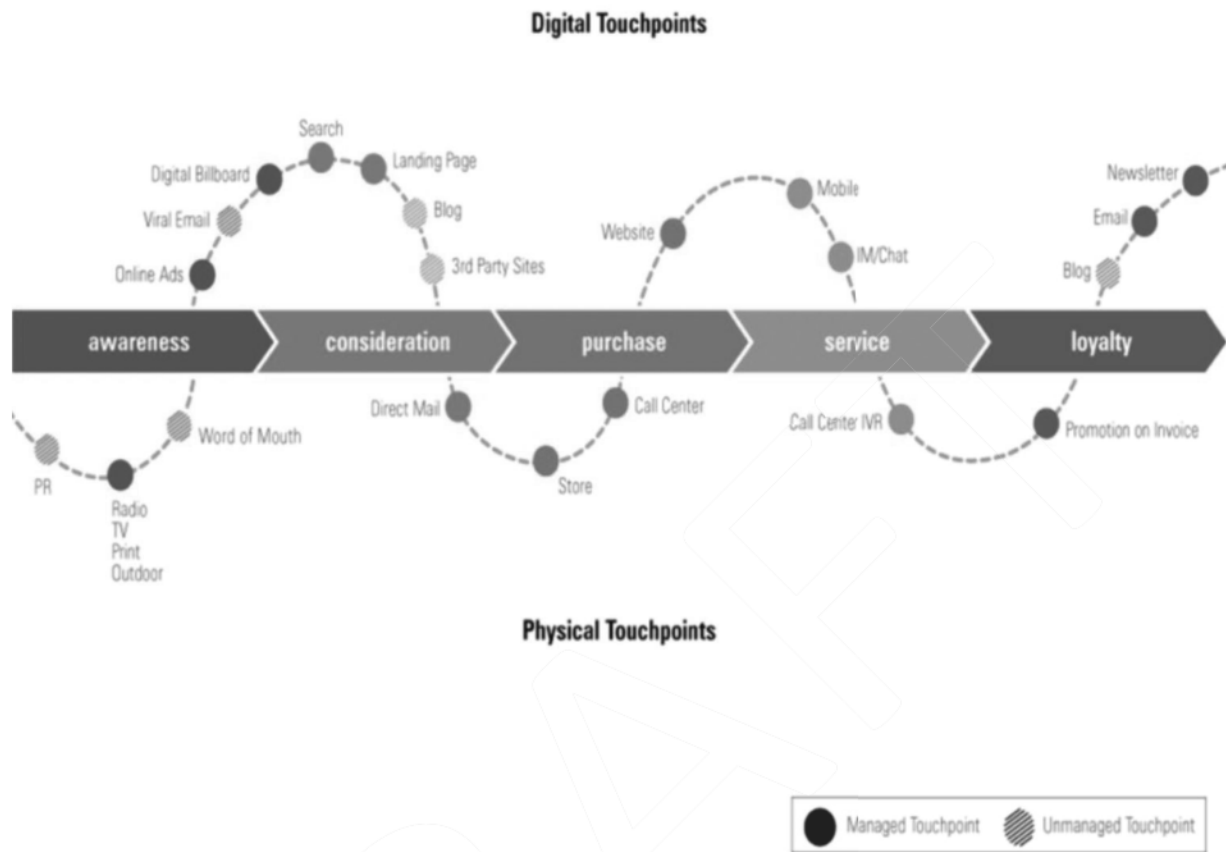
Marie Della Mattia (she/her)
604-839-1774

I am a settler on the land of the lək'wəŋən People, known today as the Esquimalt and Songhees Nations.

Customer Journey Map Samples



¹ <https://online.visual-paradigm.com/repository/images/65fedf3d-84b2-4eee-a111-7a8d29a7a64a/customer-journey-maps-design/what-is-customer-journey-mapping.png>

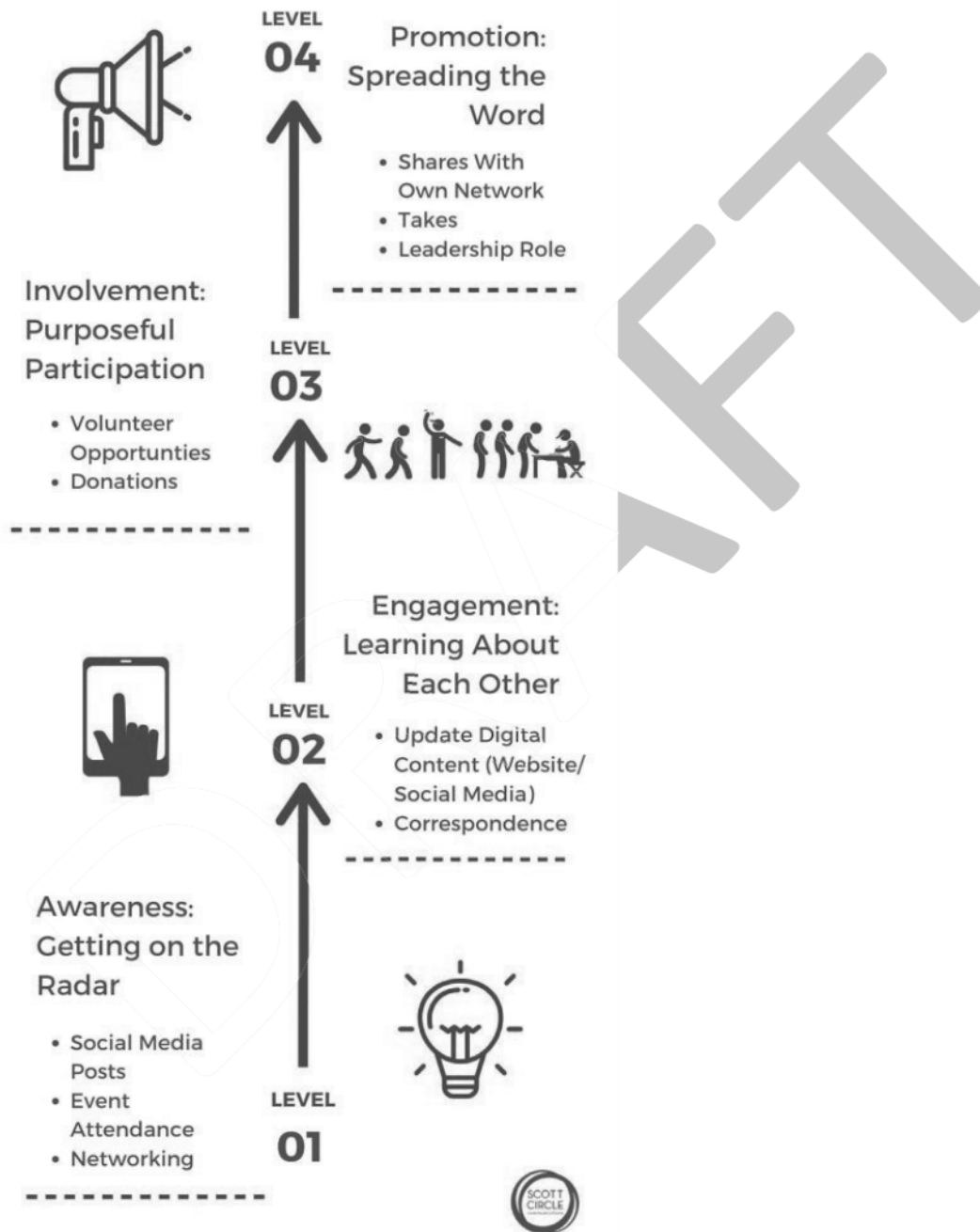


²Source: <https://inmoment.com/wp-content/uploads/2021/05/Linear-map-physical-touchpoints-customer-journey-768x576-1.png>

² Source: <https://inmoment.com/wp-content/uploads/2021/05/Linear-map-physical-touchpoints-customer-journey-768x576-1.png>

Ladder of Engagement

HOW TO ENGAGE YOUR SUPPORTERS
(AND KEEP THEM ENGAGED)



3

³ <https://blog.candid.org/post/building-a-ladder-of-engagement-how-organizations-can-attract-and-keep-supporters/>

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Decision Stack Template

*Connecting the dots from vision to action*¹

Vision (*Where we are going?*)

Is it customer centric? Concise and clear? Does it set an audacious goal? Does it avoid detail? Keep it incredibly SHORT so everyone can remember it!

Strategy (*How do we get there?*)

Is it based on current reality? Does it tackle challenges? Does it outline values to your audiences? Include coherent actions? Emphasizes focus over compromise? Imagine what you're saying NO to on the outside of the stack.

Objectives (*Our measurable steps*)

Are they qualitative and inspirational? Time bound? Actionable?

Key results include quantifying the objective, defining success, max 3 metrics – must be meaningful to the operation and measurable by the team. Needs to show impact. How will this change people's lives? Seek input on objectives from all teams and all team members.

Opportunities (*The best bets*)

Are these your riskiest assumptions that will bring the most impact? Focus on trying things, testing, revising in a tight loop. Maximize learning by minimizing the time to try things. Think what's the opportunity (in response to a challenge)? what's our possible solution? How do we test it? Each opportunity might have multiple solutions or assumption tests. Seek input on opportunities from all teams and all team members.

Principles (*Help make content decisions*)

Do they allow you to make decisions? Do they describe how you want to build your content? Are they unique to us and our voice in the marketplace of ideas? Think of these as rules everyone knows and can follow doing their work daily within the organization. They define choices we make to put one thing as a priority over another. They should be short and memorable and actionable without additional leadership input.

¹ This is a concept for leadership clarity and organizational alignment from <https://martineriksson.com/the-decision-stack>. A sample draft Decision Stack for this change is included.

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Janssen, Krista GCPE:EX

From: Aaron, Sage GCPE:EX
Sent: September 20, 2022 1:28 PM
To: Janssen, Krista GCPE:EX
Subject: FW: Invitation to join communications training - June 14, 2022

Follow Up Flag: Follow up
Flag Status: Completed

Categories: FOI related

Sage (she/her)
778-678-0832

From: Sara Thaw <Sara.Thaw@gov.bc.ca>
Date: Wednesday, June 8, 2022 at 1:00 PM
To: Adrienne Watt <Adrienne.Watt@gov.bc.ca>
Cc: Sage Aaron <Sage.Aaron@gov.bc.ca>, Allieren Ward <Allieren.Ward@gov.bc.ca>
Subject: Invitation to join communications training - June 14, 2022

Hi Adrienne,

We'd like to invite your team to join Digital for a full day of professional development and training with Marie della Mattia. It would be so wonderful to spend this time getting the same information and insights, and hopefully will help us collaborate better together.

Allieren is going to chat with you a bit more about the training, but please invite your team, and I will send you an agenda when we have it finalized.

Warmly,

Sara Thaw
Director, Digital Communications
Strategic Communications
Government Communications & Public Engagement
Sara.thaw@gov.bc.ca | +1 250 883 0374
Pronouns: she/her

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