

COLLABORATION AGREEMENT

Between

The Public Health Agency of Canada (Agency)

And

**Her Majesty the Queen in right of the Province of British Columbia, a represented by the
Minister of Health (BC MoH)**

And

Social Change Rewards, Inc. (SCR)

Concerning

National Healthy Living Platform: Carrot Rewards

Whereas, the Public Health Agency of Canada (Agency), British Columbia Ministry of Health (BC MoH) and Social Change Rewards, Inc. (SCR) (collectively, "the Participants") recognise the importance of collaboration and partnering among all sectors, both private and public, to promote healthy living and prevent chronic disease;

Whereas this common interest has led the Participants to cooperate in implementing the national healthy living platform called Carrot Rewards (the Project), an on-line platform that will reward Canadians with their choice of loyalty reward points for engaging in specific health-enhancing behaviours that address common risk factors for chronic disease and increase healthy living; and,

Whereas the Participants, wishing to outline the principles and commitments that will guide their relationship and establish a positive, effective and mutually beneficial working relationship, have come to the following understanding:

1. Purpose

- 1.1. The purpose of this collaboration agreement is to confirm the Participants' understanding with respect to their cooperation and collaboration in carrying out the Project activities.

2. Governance

- 2.1. The Participants will commit to and share in the responsibility to advance the following principles of good governance in developing and advancing the Project according to their respective roles and responsibilities:

2.1.1. Defining Implementation Responsibilities

Duties, roles and responsibilities of the Participants that will manage and implement the Project (i.e., BC MoH, SCR and the BC Healthy Living Alliance) will be defined under separate documentation.

2.1.2. Transparency

All Project Information, including financial, will be provided in easily understandable forms, and be freely available and directly accessible to all Participants.

2.1.3. Responsiveness

The Participants will act to advance the Project in a timely manner to serve the best interests of each Participant.

2.1.4. Consensus Oriented and Collaborative Decision-making

Based on a clear understanding of the different interests of all Participants, consensus achieved through collaborative discussion will guide decision-making that is in the best interest of the Project with a view to achieving maximum Project impact and Project sustainability.

2.1.5. Effectiveness and Efficiency

Processes to implement the Project will make the best use of resources – human, technological, and financial – to produce favourable and measurable results to meet the needs of all Participants.

2.1.6. Accountability

All Participants will be obliged to be responsible for their respective roles in the Project, to disclose results, and to carry out all activities entrusted to them with due diligence and transparency.

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Withheld pursuant to/removed as

s.16;s.21;s.17

5. Communications

- 5.1. To facilitate communications, the Participants will maintain ongoing contact to stay current with planning, development and Project management activities of each Participant. The Participants agree to meet regularly, either in person or via teleconference, to share information on their respective Project activities and discuss any and all matters related to the Implementation of the Project.

6. Acknowledgment of Contributions

- 6.1. The Agency, BC MoH and SCR will be recognized in external Project communications, where appropriate, including on-line and print, with a logo, contribution description, and website link in keeping with communication guidelines that govern each Participant.
- 6.2. Where appropriate, the Participants will be recognized through the Project's social media and public relations efforts.
- 6.3. The Participants acknowledge that communications issued in relation to the Project should be objective and factual, and should not promote commercial products or services unrelated to the Project.
- 6.4. The Participants will ensure that copyright notices and source acknowledgements are provided when using materials and copyrighted works from another source, including from another Participant.

7. Intellectual Property

- 7.1. Any Material created or developed by a Participant in carrying out activities under this Agreement shall vest in and remain the property of the said Participant unless otherwise agreed to by the Participants.
- 7.2. Participants will promptly disclose to each other any materials that they have created in relation to the project.

8. Personal and Confidential Information

- 8.1. The Participants shall comply with applicable laws pertaining to privacy and confidentiality in dealing with information and records related to the Project.

9. Coming Into Force/Duration/Amendment

9.1. This collaboration agreement comes into effect upon its signature by all Participants, and will remain in effect until the later of the completion of the Project or January 31, 2019.

9.2. Any Participant may, on ninety (90) days written notice provided to each of the other Participants, withdraw from this agreement. Notwithstanding the withdrawal of a Participant, the collaboration agreement will continue in force unless the remaining Participants agree otherwise.

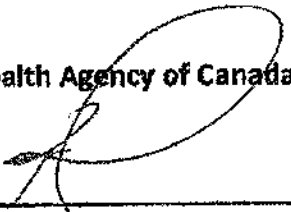
9.3. All of the Participants may agree in writing to terminate the collaboration agreement.

9.4. The Participants may amend this collaboration agreement by mutual consent and in writing.

10. Differences in Interpretation and Application


10.1. The Participants will resolve any difference arising in the interpretation or application of this collaboration agreement amicably by negotiation or consultation.

Public Health Agency of Canada


Name P. Ghati
Title Dir. Public Health Agency of Canada


Aug 26.15
Date

British Columbia Ministry of Health


Name Arlene Paton
Title Assistant Deputy Minister, Population and Public Health

August 6 / 15
Date

Social Change Rewards, Inc.


Name Elizabeth Frank
Title President

10/08/15
Date

s.13,s.16,s.17

