

Wempe, Sarah JTT:EX

From: Hammond, James JTT:EX
Sent: Tuesday, February 6, 2018 10:03 AM
To: Wade, Nichola JTT:EX
Subject: FW: Contracts
Attachments: SmithSecondment(Autosaved).pdf, SmithSecondmentAmendment.pdf; BCBC-SMITH-17-18.pdf

Please ensure our written proposal makes reference to these documents.

Jamie

James W. Hammond
ADM ISC
MJTT
778-698-8778

From: Siobian Smith [<mailto:siobian.smith@hqvancouver.ca>]
Sent: Monday, January 15, 2018 2:02 PM
To: Hammond, James JTT:EX
Subject: Contracts

Hi Jamie,

Thanks for meeting with me today. I looked in my files and found these documents:

s.22

I hope this is useful. Please let me know if I can provide anything else,

Thanks again,
Siobian



Where ideas work

Secondment out of government - excluded employee

**MINISTRY OF INTERNATIONAL TRADE
SECONDMENT AGREEMENT**

THIS AGREEMENT (herein called the "Agreement") dated for reference the first day of March, 2015 (the "Effective Date")

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of International Trade

(the "Province")

AND

BUSINESS COUNCIL OF BRITISH COLUMBIA, a society, incorporated under the laws of British Columbia, with a place of business at #810-1050 West Pender Street, Vancouver British Columbia

("BCBC")

AND

SIOBIAN SMITH, s.22

("Secondee")

BACKGROUND:

- A. The Secondee is an employee of the Province, providing services to the Ministry of International Trade.
- B. BCBC wishes to utilize the skills and services of the Secondee, and the Secondee wishes to avail herself of the opportunity and experience posed by the secondment.
- C. The Parties wish to confirm the terms of the secondment of the Secondee to BCBC on the terms and conditions set out below.



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IN CONSIDERATION of the mutual promises, covenants and other consideration described herein, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

APPOINTMENT AND TERM

1. The Seconded will be seconded from the Province to BCBC to perform the duties set out in the attached Schedule "A" (the "Services") for a term commencing 01 March 2015 and ending 01 March 2017] or as earlier terminated in accordance with the provisions of this Agreement (the "Secondment Term"). The Secondment Term may only be extended by mutual written agreement of the Parties.

COMPENSATION AND BENEFITS

2. During the Secondment Term:
 - a. The Seconded shall remain the employee of the Province.
 - b. As against BCBC, the Province shall be responsible for and continue to pay the Seconded's employment compensation (the "Seconded's Compensation"), including, without limitation, but excluding travel expenses, all wages, benefits and other perquisites of employment she is entitled to in accordance with the terms and conditions of the Seconded's employment with the Province (the "Employment Agreement").
 - c. The Province will be responsible for and continue to make all required deductions, withholdings, remittances, levies, payments, and assessments in connection with the Seconded's employment and payment of the Seconded's Compensation, including all taxes, Employment Insurance premiums, Canada Pension Plan premiums or contributions; and
 - d. Without limiting any other provision of this Agreement, the Province will continue to provide the Seconded with access to coverage of any health and welfare benefit plans (including dental, health, disability and



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life insurance), pension plans and other employment benefit plans or programs that are available to the Seconded in accordance with the Employment Agreement.

For the purposes of this Agreement, "Seconded's Compensation" means all salary and wages, employment benefits, and other perquisites of employment to which the Seconded is or may become entitled under the terms of the Employment Agreement, and shall include, but not be limited to, wage increases; vacation pay; bonuses; commissions; professional dues; health and welfare benefits; and any premiums payable by the Province in connection with any group life, disability, dental, pension or other insurance benefits, the Seconded participates in; and as applicable, notice of termination or payment in lieu of notice upon termination, and any and all damages or liability arising from the Seconded's termination or loss of employment as a result of the actions of the Province.

3. The Parties agree that:

- a. BCBC shall have no obligation to pay or provide to the Seconded the Seconded's Compensation, or any part thereof, whether the Seconded's entitlement arose before, during or after the term of this Agreement;
- b. the Seconded is not an employee of BCBC, and shall not be entitled to any compensation, employment benefits (including group life, disability, dental, pension or other insurance benefits) or other perquisites of employment from BCBC during the Secondment Term ~~or in connection with the delivery of the Services,~~
- c. except as expressly set out in this Agreement, including Schedule B hereto, any claim, complaint or dispute concerning any benefits to be provided or amounts owing or payable to the Seconded in connection with the Services, or the provision of the Seconded's Compensation to the Seconded, shall be an issue solely between the Seconded and the Province, and neither the Seconded or the Province, shall seek contribution or indemnity from BCBC concerning such amounts or the provision of such benefits; and



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- d. the Parties acknowledge that notwithstanding the Province's coverage, WorkSafeBC's statutory jurisdiction continues to apply during the Secondment Term.
4. During the Secondment Term, the Secondee's vacation entitlement shall be governed by the terms of the Employment Agreement. The Secondee shall take vacation at a time which is mutually agreeable to the Secondee and BCBC.

SECONDMENT FEES

5. In return for the Services, BCBC will pay to the Province the fees described in Schedule B to this Agreement (the "**Secondment Fees**"), which shall be payable on a quarterly basis in the amount, manner and times set out in Schedule "B". The Province will accept the Secondment Fees in full payment and full reimbursement.

CONTRACTUAL RELATIONSHIP

6. The Secondee will, at all times during the Secondment Term, remain an employee of the Province, but BCBC shall have direction and control over the Secondee. Upon the expiry or termination of the Secondment Term, the Secondee will cease providing the Services and return to a position with the Province. The Province will place the Secondee in a position at least comparable to the position the Secondee held with the Province immediately prior to the commencement of the Secondment Term.
7. No offer of employment shall be made to the Secondee by BCBC during or upon the expiry of the Secondment Term or the earlier termination of this Agreement without the written consent of the Province.
8. The Province will continue to administer and manage the employment of the Secondee during the Secondment Term and retains the authority to terminate the employment of the Secondee with or without cause.
9. In furtherance of administering and managing the employment relationship, the parties agree to the collection, use, and disclosure of employment related information in accordance with the *Freedom of Information and Protection of Privacy Act* and any other applicable statute.



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SERVICES

10. The Seconded shall diligently and faithfully provide the Services to BCBC on a seconded basis in accordance with the terms set out in this Agreement. The Seconded shall provide the Services at a reasonable level of skill, care and diligence, and shall be under the direction and control of BCBC.
11. During the Secondment Term, the Seconded shall not perform services for, or provide advice to, any person, firm or corporation if the performance of the service or the provision of the advice may, in the reasonable opinion of BCBC, give rise to a conflict of interest between the obligations of the Seconded to BCBC under this Agreement and the obligations of the Seconded to such other person, firm or corporation.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

12. The Seconded will treat as confidential and will not, without prior written consent of BCBC, publish, use, copy, release or disclose, or permit or cause any other person to publish, use, copy, release or disclose, whether during the Secondment Term or at any time thereafter, any information pertaining to BCBC, its personnel, programs or operations, that is supplied to, obtained by, or which comes to the knowledge of the Seconded as a result of this Agreement or in the course of providing the Services, and that is not generally known, used or available to the public (the "**Confidential Information**"), except as required by law or insofar as such use, copying, publication, release or disclosure is necessary to enable the Seconded to provide the Services or otherwise fulfill her obligations under this Agreement.
13. The Province and the Seconded agree that all of the Seconded's work product including all ideas, designs, inventions, discoveries, improvements, copyright, know-how or other intellectual property, whether or not patentable or copyrightable, created by the Seconded, alone or in combination with others, at any time during the Secondment Term or during the course of providing the Services (the "**Work Product**") shall be the sole and absolute property of BCBC. The Seconded irrevocably waives all moral rights in the Work Product and assigns and transfers to BCBC the Seconded's entire right, title and interest in and to the Work Product. The Seconded shall take such further steps or



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execute such further documents as BCBC may reasonably require in order to give effect to this paragraph 11.

14. The Parties acknowledge and agree that the Province is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* ("Act"). The Parties further agree that it is their intention that all Work Product, Confidential Information and any communications the Seconded carries out in the course of providing the Services shall be the property of BCBC, and that this Agreement not be construed as providing the Province with any right to the custody or control of such records. The Seconded shall ensure that she creates, stores and maintains all such records within the systems and premises of BCBC.
15. Upon the expiry or earlier termination of the Secondment Term or at any other time if requested by BCBC, the Seconded will immediately return to BCBC all materials, whether in the form of paper or electronic media, all files, records, information, documents or other material within her possession or control that in any way relate to the business, personnel or operations of BCBC, including, without limitation, any such materials which comprise or contain any Confidential Information or Work Product.

TERMINATION

16. Any one of the Province, BCBC or the Seconded may terminate this Agreement upon giving 60 days written notice to the other Parties.
17. Notwithstanding any other provision of this Agreement, if the Seconded is unable to provide the Services for any reason or fails to comply with any provision of this Agreement then, in addition to any other remedy or remedies available to BCBC, BCBC may, at its option, terminate this Agreement by giving written notice of termination to the Seconded and the Province. A termination under this paragraph 17 shall have effect on the date specified in the notice of termination.
18. Upon the expiry of or the earlier termination of the Secondment Term, BCBC shall have no further obligation to the Province or the Seconded except in respect to the indemnity herein or to pay to the Province the Secondment Fees that the Province may be entitled to receive in accordance with Schedule B to this Agreement for the Services provided up to the date of termination.



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LIABILITY, INDEMNITY AND INSURANCE

19. The Employment Agreement, including the Indemnity Protection policy applicable to excluded employees of the Province, will apply to the Seconded during the Secondment Term.
20. The Province shall maintain coverage for the Seconded under the terms of the *Workers Compensation Act*, and shall continue to maintain such other third party liability coverage as it ordinarily maintains, or is required to maintain, in accordance with the terms of the Employment Agreement.
21. The Province shall indemnify and hold harmless BCBC, its officers, directors, employees and agents from and against any and all liability, including, but not limited to, all claims, demands, losses, damages, judgments, reasonable legal fees and costs, expenses, actions and proceedings, made, incurred, sustained, brought or prosecuted against any one or more of them to the extent caused by the acts or omissions (including the negligent acts or omissions) of the Province or the Seconded, but excluding the acts or omissions of the Seconded while fulfilling her obligations under this Agreement and while acting under the direction or control of BCBC.
22. BCBC shall indemnify and hold harmless the Province, its officers, directors, employees and agents from and against any and all liability, including, but not limited to, all claims, demands, losses, damages, judgments, reasonable legal fees and costs, expenses, actions and proceedings, made, incurred, sustained, brought or prosecuted against any one or more of them to the extent caused by the acts or omissions (including the negligent acts or omissions) of BCBC and the acts or omissions of the Seconded while fulfilling her obligations under this Agreement and engaged in acts or omissions authorized by BCBC, but excluding the acts and omissions of the Province and any intentional wrongful acts or omissions of the Seconded.

PUBLIC SERVICE STATUS



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23. It is understood and agreed that during the Secondment Term, the Seconded will retain her public service status and shall comply with and continue to be subject to the *Standards of Conduct for Public Service Employees*. For the purpose of calculating the Seconded's employment entitlement under the employee benefits, vacation, or leave provision which are based on length of service, the period of this Secondment will be recognized by the Province as continuous employment with the Province.

NON-WAIVER

24. No provision of this Agreement and no breach of any provision of this Agreement by any Party will be deemed to have been waived unless such waiver is in writing and signed by the Party or Parties entitled to the benefit of such provision. Should the parties agree to waive any provision of this Agreement, such waiver or modification shall not affect the enforceability of any other provision of this Agreement.
25. A written waiver of any breach under paragraph 19 shall not be considered a waiver of the provision itself, which shall remain in full force and effect. Similarly, such a waiver will not be considered to be a waiver of any subsequent breach of the provision of any other provision of this Agreement.

REFERENCES

26. Every reference to the Province in this Agreement will include the Minister, the Deputy Minister and any person designated by either of them to act for or on their respective behalf with respect to any provision or provisions of this Agreement.

NOTICE

27. Any notice or payment that any Party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such personal delivery or, if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed,

if to the Province:



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Deputy Minister's Office
Ministry of International Trade
PO BOX 9855, STN PROV GOVT, Victoria BC. V8W9T5

if to BCBC:
Attention: Greg D'Avignon
#810-1050 West Pender Street, Vancouver British Columbia

if to the Secondee:
Siobian Smith
s.22

MISCELLANEOUS

28. Any Party may, from time to time, advise the other Parties by notice in writing of any change of address of the Party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of paragraph 28, be conclusively deemed to be the address of the Party giving such notice.
29. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
30. The Schedules to this Agreement are an integral part of this Agreement as if set out in length in the body of the Agreement.
31. This Agreement embodies the entire Agreement between the Parties and no understanding or Agreement, verbal or otherwise, exists.
32. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
33. No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the Parties.



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34. All paragraphs and covenants contained in this Agreement are severable, and in the event that any of them shall be held to be invalid, unenforceable or void by a court of competent jurisdiction, such paragraph or covenants shall be severed and the remainder of this Agreement shall remain in full force and effect.
35. The terms of this Agreement which, by their nature, shall survive the termination or expiry of this Agreement include paragraphs 2, 3, 6, 7, 12, 13, 14, 15, 18, 22, 23, 19, 20, 22 and 23.
36. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original and all such counterparts may be delivered by electronic copy or facsimile transmission and such copy or transmission shall be considered an original.
37. Each of the Parties has obtained independent legal advice concerning the terms of this Agreement or has voluntarily declined to do so.
38. The Seconded acknowledges and agrees that the provision of the work experience and professional opportunities afforded to her through the secondment constitutes full and adequate consideration for this Agreement, and she agrees that this Agreement is binding and enforceable upon her.

The Parties hereto have executed this Agreement on the day and year as set out above.

SIGNED AND DELIVERED

on behalf of BCBC by an
authorized representative of
BCBC

GREG D'ARIGNON

(Print Name of Authorized
Representative)

SIGNED AND DELIVERED on
behalf of the Province by an
authorized representative of the
Province.

LAYDEN LAUSDELL

(Print Name of Authorized
Representative)



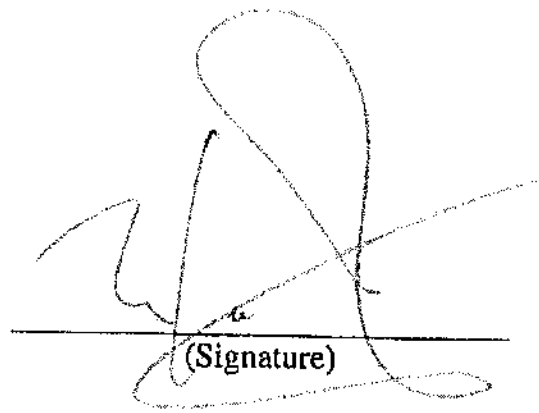
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(Signature)

SIGNED AND DELIVERED
by the Seconded.

(Print Name of Seconded)

(Signature)


(Signature)



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SCHEDULE "A" SERVICES

The Seconded shall be assigned the role of Project Coordinator with BCBC, for the International Head Office Project (the "Project").

The Project Coordinator will report to the President of BCBC, and work closely with the Executive Director.

The Project Coordinator's duties shall include:

- › Support the President, Project Board and Advisory Board in successfully delivering the Head Offices Project, which is a joint partnership between BCBC and the federal and provincial governments that aims to attract Asian head offices to British Columbia.
- › Serve as Secretary to the Board and liaison between BCBC and Project funders/stakeholders;
- › Ensure tracking of all financial expenditures related to the Project, including "in-kind" contributions, and timely reporting to the partner organizations, in accordance with contractual requirements
- › Ensure administration and logistics functions are efficient and effective, in accordance with the governance requirements of the Project;
- › Ensure information about accounts is managed within the Ministry's CRM and is aligned with all relevant SOPs and guidelines about CRM use
- › Oversee all elements of contract management, including procurement and financial reconciliation and confirming that approaches taken for procurement align with each partner's requirements;
- › Prepare reports and briefing materials for both internal and external stakeholders;
- › ~~Ensure alignment of communications and marketing efforts among the partners, in accordance with each organization's requirements;~~
- › Support the Project's Key Accounts Team with project management tools and processes
- › Provide oversight on the administration of human resources for the Project, including time off, vacation and other HR matters, in accordance with contractual requirements of the project
- › Assist with other management and coordination activities that support the goals of the Project;
- › Such other duties and responsibilities in connection with the Project as the President may assign to the Seconded from time to time.

SCHEDULE "B"
FEES AND EXPENSES

1. **Quarterly Payments.** The Secondment Fees shall be payable to the Province in quarterly installments (each a "Quarterly Payment") equal to, and pro-rated on a daily basis where the Secondee's service is for partial quarterly periods, the sum of the following:
 - a. one-quarter of the Secondee's gross annual salary of \$108,855 ("Salary") during the secondment; and
 - b. an amount equivalent to the Province's share of the following quarterly contributions respecting the Secondee's employment, but excluding any contribution payable by the Secondee under the terms of the Employment Agreement:
 - i. Employment Insurance, which as of the Effective Date is <March 1, 2015 >;
 - ii. Canadian Pension Plan, which as of the Effective Date < March 1, 2015 >
 - iii. Public Service Pension Plan Contribution, which as of the Effective Date is < March 1, 2015 >
 - iv. Employee benefits which include medical, dental, extended health care, disability and life insurance plans in which the Secondee is entitled to participate, which as of the Effective Date is < March 1, 2015 >
2. **Payment Dates.** The Quarterly Payments shall be payable to the Province on: March 31, June 30, September 30 and December 31.
3. **Payment Inclusive.** The Quarterly Payments shall be inclusive of all taxes, goods and services taxes and all adjustments to the Secondee's Salary. For greater clarification, except as expressly agreed in writing by the Parties, the Secondment Fees will not be adjusted to account for any increase to the Secondee's Salary that takes effect during, or is applicable to, the Secondment Term.
4. **Payments Final.** Once a full Quarterly Payment is received by the Province the payment amount shall be final. Thereafter, the Province shall not be entitled to further reimbursement for the quarterly period to which the Quarterly Payment pertains and shall not seek any contribution or indemnity from BCBC in respect of any adjustment(s), including retroactive adjustments, made to the Secondee's Compensation.



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5. **Early Termination.** In the event that the Secondment Term expires or is terminated prior to the ending of a quarter, the Quarterly Payment for the quarterly period in which the termination takes effect will be pro-rated on a daily basis to reflect the days worked by the Secondee up to and including the effective date of termination.
6. **Expenses.** If the Secondee is requested to travel in the course of providing the Services and during the Secondment Term, then BCBC will reimburse the Secondee for travel, accommodation and telecommunication expenses at Group ___ rates in accordance with government policy, provided the same are supported by receipts where required as per the attached expense policy of the province of BC.

MINISTRY OF INTERNATIONAL TRADE
AMENDMENT TO SECONDMENT AGREEMENT

THIS AMENDING AGREEMENT (herein called the "Amending Agreement") dated for reference the 1st day of June , 2015

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of International Trade

(the "Province")

AND

BUSINESS COUNCIL OF BRITISH COLUMBIA, a society, incorporated under the laws of British Columbia, with a place of business at #810-1-5- West Pender Street, Vancouver British Columbia

("BCBC")

AND

SIOBLAN SMITH, s.22

("Secondee")

WHEREAS:

A. The Secondment Agreement dated for reference March 1, 2015 (the "Secondment Agreement") identifies the salary of the Secondee as the gross annual amount of \$108,855 (the "stated salary") without identifying that a portion of the stated salary includes benefits, and without referencing the actual salary of \$87,898.79 (the "actual salary").

B. The Parties are agreeable to establishing clarity on the actual salary amount by amending the Secondment Agreement to reflect the Secondee's actual salary, exclusive of benefits and address any and all issues arising in respect of this rectification.

C. The Parties wish to confirm the terms of their amendment to the Secondment Agreement on the terms and conditions set out below.

IN CONSIDERATION of the mutual promises, covenants and other consideration described herein, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

- The Parties hereto have executed this Amending Agreement on the day and year as set out above.

(Signature)

(Signature)

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Withheld pursuant to/removed as

s.22

Wempe, Sarah JTT:EX

From: Hammond, James JTT:EX
Sent: Wednesday, February 7, 2018 4:57 PM
To: Wade, Nichola JTT:EX
Subject: RE: S Smith note and options

Thanks for this – I will brief Fazil S.13 Friday.

Jamie

James W. Hammond
ADM ISC
MJTT
778-698-8778

From: Wade, Nichola JTT:EX
Sent: Wednesday, February 7, 2018 2:53 PM
To: Hammond, James JTT:EX
Subject: S Smith note and options

Jamie
For background.

s.22

s.13,s.22

I trust this helps,
Nichola

Nichola Wade
Executive Director, Strategy, Business Intelligence and International Marketing
Ministry of Jobs, Trade and Technology
778 698-8781 office
s.17 cell

Wempe, Sarah JTT:EX

From: McDonald, John JTT:EX
Sent: Thursday, March 1, 2018 8:42 PM
To: Siobian Smith
Cc: Hammond, James JTT:EX; Krieger, Brian JTT:EX; Wade, Nichola JTT:EX
Subject: TA and Return to BC Public Service
Attachments: ssmith20180228.pdf; Scan_20180228.pdf

Siobian, pls see attached two documents. Appreciate your review, sign-off and return. s.22
need to get a hold of me use my cell #s.17

if you

Regards,

John

John McDonald
Executive Director
International Business Development
Ministry of Jobs, Trade and Technology
Suite 730 – 999 Canada Place, Vancouver, British Columbia Canada V6C 3E1
T: 604.775.2202
M:s.17

Page 26 to/à Page 27

Withheld pursuant to/removed as

s.22

Wempe, Sarah JTT:EX

From: Siobian Smith <siobian.smith@hqvancouver.ca>
Sent: Thursday, March 1, 2018 10:28 PM
To: McDonald, John JTT:EX
Cc: Hammond, James JTT:EX; Krieger, Brian JTT:EX; Wade, Nichola JTT:EX
Subject: Re: TA and Return to BC Public Service

Hi John I will give you a call tomorrow.
Thanks,
Siobian

From: McDonald, John JTT:EX
Sent: Thursday, March 1, 2018 8:41:50 PM
To: Siobian Smith
Cc: Hammond, James JTT:EX; Krieger, Brian JTT:EX; Wade, Nichola JTT:EX
Subject: TA and Return to BC Public Service
Siobian, pls see attached two documents. Appreciate your review, sign-off and return. s.22
need to get a hold of me use my cell # S.17
Regards,
John
John McDonald
Executive Director
International Business Development
Ministry of Jobs, Trade and Technology
Suite 730 – 999 Canada Place, Vancouver, British Columbia Canada V6C 3E1
T: 604.775.2202
s.17

if you

Wempe, Sarah JTT:EX

From: Wade, Nichola JTT:EX
Sent: Tuesday, March 20, 2018 10:24 AM
To: Wempe, Sarah JTT:EX
Subject: FW: Siobian Smith - HQV: Transition to JTT

From: Wade, Nichola JTT:EX
Sent: Monday, February 5, 2018 10:11 AM
To: Calder, Kursti D JTT:EX
Subject: FW: Siobian Smith - HQV: Transition to JTT

From: Hammond, James JTT:EX
Sent: Monday, January 15, 2018 11:13 AM
To: Mihlar, Fazil JTT:EX
Cc: Little, Christine JTT:EX; Krieger, Brian JTT:EX; Wempe, Sarah JTT:EX; Wade, Nichola JTT:EX; Campbell, Tracy MAH:EX; Mortimer, David JTT:EX
Subject: Siobian Smith - HQV: Transition to JTT

Fazil

s.13,s.22

Jamie

James W. Hammond
Assistant Deputy Minister
International Strategy and Competitiveness
Ministry of Jobs, Trade and Technology
778-698-8778