

Expense	2017/18 Budget*	Expenditures to date (from 10/01/2017 to 02/28/2018)	Finalized costs (from 02/28/2018 to 03/27/2018)	Total expenditures 10/01/2017 to 03/27/2018	Variance (2017/18 Budget to Total expenditures)**
Member Compensation/ Meeting Fees	\$ 60,000	\$ 33,600		\$ 33,600	\$ 26,400
Member Travel <i>and Expenses</i>	\$ 20,000	\$ 7,976		\$ 7,976	\$ 12,024
Support/Advisory/Publishing/Meeting Space	\$ 160,000	\$ 34,938	\$ 18,535	\$ 53,472	\$ 106,528
Contingency*	\$ -			\$ -	\$ -
Total	\$ 240,000	\$ 76,513	\$ 18,535	\$ 95,048	\$ 144,952

*\$90,000 of the FY18 Budget allocation is frozen. Only \$150,000 is available to be spent.

**The 2017/18 budget included funding for 6 members - the actual composition of the commission was 3 members. The reduced number of members on the commission has resulted in savings. In addition, there have been substantial savings on advisory fees and office costs. Further costs will be processed in fiscal year 2018, which will result in a lower finalized surplus at the end of the fiscal year.

Expenditures to date (from 10/01/2017 to 02/28/2018)					Actual Amount
Period Name	Effective Date	Supplier Name	Description		
18-Dec	2017-12-31	DE SA, AGNETHA	HONOURARIUM PAID TO NOTE TAKERS	\$	90.00
18-Dec	2017-12-31	MASOOD, RIDA	HONOURARIUM PAID TO NOTE TAKERS	\$	280.00
18-Dec	2017-12-31	MCKEEN, JENNY	HONOURARIUM PAID TO NOTE TAKERS	\$	175.00
18-Dec	2017-12-31	RIVERA, JOANNA	HONOURARIUM PAID TO NOTE TAKERS	\$	220.00
18-Dec	2017-12-31	SANDERS, CATHERINE	HONOURARIUM PAID TO NOTE TAKERS	\$	238.00
18-Dec	2017-12-31	KNOWLER, JESSICA	LB - FY 18 - FEES - C18FWC005 - KNOWLER, JESSICA - PROVIDE PROJECT COORDINATION TASKS & RESEARCH & WRITING TASKS TO THE FAIR WAGE COMMISSION	\$	4,381.25
18-Feb	2018-02-28	GREEN, DAVID ALAN	LB - FY 18 - FEES - C18CFWC001 - GREEN, DAVID ALAN - Provide a paper analyzing the existing research on the impact of minimum wages on employment & the economy	\$	5,000.00
18-Feb	2018-02-28	KNOWLER, JESSICA	LB - FY 18 - FEES - C18FWC005 - KNOWLER, JESSICA - PROVIDE PROJECT COORDINATION TASKS & RESEARCH & WRITING TASKS TO THE FAIR WAGE COMMISSION	\$	1,768.75
18-Feb	2018-02-28	MASOOD, RIDA	LB - FY 18 - FEES - C18FWC002 - MASOOD, RIDA - SUPPORT SERVICES FOR THE FAIR WAGE COMMISSION	\$	500.00
18-Feb	2018-02-28	STRAUSS, KENDRA, DR	LB - FY 18 - FEES - C18CFWC004 - STRAUSS, KENDRA - PROVIDE A PAPER ANALYZING THE MINIMUM WAGE FOR LIVE-IN CAREGIVERS IN B.C. TO AID FAIR WAGE COMMISSION	\$	5,000.00
18-Jan	2018-01-31	KNOWLER, JESSICA	LB - FY 18 - FEES - C18FWC005 - KNOWLER, JESSICA - PROVIDE PROJECT COORDINATION TASKS & RESEARCH & WRITING TASKS TO THE FAIR WAGE COMMISSION	\$	2,537.50
18-Jan	2018-01-31	KNOWLER, JESSICA	LB - FY 18 - FEES - C18FWC005 - KNOWLER, JESSICA - PROVIDE PROJECT COORDINATION TASKS & RESEARCH & WRITING TASKS TO THE FAIR WAGE COMMISSION	\$	1,537.50
18-Jan	2018-01-31	KNOWLER, JESSICA	LB - FY 18 - FEES - C18FWC005 - KNOWLER, JESSICA - PROVIDE PROJECT COORDINATION TASKS & RESEARCH & WRITING TASKS TO THE FAIR WAGE COMMISSION	\$	1,975.00
18-Jan	2018-01-31	MASOOD, RIDA	LB - FY 18 - FEES - C18FWC002 - MASOOD, RIDA - SUPPORT SERVICES FOR THE FAIR WAGE COMMISSION	\$	1,250.00
18-Jan	2018-01-31	MASOOD, RIDA	LB - FY 18 - FEES - C18FWC002 - MASOOD, RIDA - SUPPORT SERVICES FOR THE FAIR WAGE COMMISSION	\$	275.00
18-Dec	2017-12-31	KNOWLER, JESSICA	LB - FY 18 - EXP - C18FWC005 - KNOWLER, JESSICA - PROVIDE PROJECT COORDINATION TASKS & RESEARCH & WRITING TASKS TO THE FAIR WAGE COMMISSION	\$	301.61
18-Jan	2018-01-31	KNOWLER, JESSICA	LB - FY 18 - EXP - C18FWC005 - KNOWLER, JESSICA - PROVIDE PROJECT COORDINATION TASKS & RESEARCH & WRITING TASKS TO THE FAIR WAGE COMMISSION	\$	58.51
18-Dec	2017-12-31	GCPE	RECOVERY - Q3 18-069 FAIR WAGE COMMISSION	\$	1,350.00
18-Feb	2018-02-28	GRASDAL, PAULA	DESIGN WORK FOR FAIR WAGES COMMISSION REPORT	\$	765.00
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	AIR CANADA-FWC FLIGHT TO KELOWNA FOR CONTRACTOR J.KNOWLER	\$	410.25
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	AIR CANADA-FWC FLIGHT VANCOUVER TO VICTORIA AND RETURN FOR CONTRACTOR J.KNOWLER	\$	364.25
18-Jan	2018-01-31	BANK OF MONTREAL (MASTERCARD)	AIR CANADA - FLIGHT - J. KNOWLER	\$	602.25
18-Jan	2018-01-31	BANK OF MONTREAL (MASTERCARD)	HARBOUR AIR - FLIGHT - J. KNOWLER	\$	205.72
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	COAST VICTORIA HOTEL & MARINA-HOTEL ACCOMODATION FOR CONTRACTOR J.KNOWLER	\$	112.11
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	BEST WESTERN DORCHESTER HOTEL-NANAIMO FWC CONSULTATION	\$	350.00
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	CAS CA - CA PST	\$	27.31
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	COAST INN OF THE NORTH PRINCE GEORGE-PRINCE GEORGE FWC CONSULTATION ON NOV.28/17	\$	250.00
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	COAST VICTORIA HOTEL & MARINA-VICTORIA FWC CONSULTATIONS ON NOV.23/17	\$	546.10
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	QUALITY HOTEL-ABBOTSFORD FWC CONSULTATION	\$	250.00
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	SANDMAN KELOWNA-COFFEE/TEA; ROOM RENTAL	\$	560.64
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	SHERATON VANCOUVER GUILDFORD HOTEL-DEPOSIT FOR NOV 16 FWC CONSULTATIONS	\$	1,050.00
18-Jan	2018-01-31	BANK OF MONTREAL (MASTERCARD)	CAS CA - CA PST	\$	29.82
18-Jan	2018-01-31	BANK OF MONTREAL (MASTERCARD)	HYATT REGENCY HOTEL - FWC - CONSULTATION	\$	2,226.00
18-Jan	2018-01-31	BANK OF MONTREAL (MASTERCARD)	QUALITY HOTEL & CONFERENCE - FWC DEPOSIT FOR NOV 16 CONSULTATIONS IN ABBOTSFORD	\$	250.00
Support/Advisory/Publishing/Meeting Space					\$
18-Feb	2018-02-28	COHEN, MARJORIE GRIFFIN	RETAINER PAYMENT	\$	7,250.00
18-Feb	2018-02-28	COHEN, MARJORIE GRIFFIN	MEETING FEES	\$	19,000.00
18-Feb	2018-02-28	LIMPRIGHT, IVAN	MEETING FEES	\$	3,300.00
18-Feb	2018-02-28	LIMPRIGHT, IVAN	RETAINER PAYMENT	\$	750.00
18-Feb	2018-02-28	LIMPRIGHT, IVAN	MEETING FEES	\$	2,550.00
18-Feb	2018-02-28	PEACOCK, KENNETH STUART	RETAINER PAYMENT	\$	750.00
Member Compensation/ Meeting Fees					\$
18-Dec	2017-12-31	COHEN, MARJORIE GRIFFIN	MEMBER TRAVEL AND EXPENSES	\$	437.51
18-Dec	2017-12-31	COHEN, MARJORIE GRIFFIN	MEMBER TRAVEL AND EXPENSES	\$	1,008.58
18-Dec	2017-12-31	COHEN, MARJORIE GRIFFIN	MEMBER TRAVEL AND EXPENSES	\$	735.90
18-Feb	2018-02-28	COHEN, MARJORIE GRIFFIN	MEMBER TRAVEL AND EXPENSES	\$	841.45
18-Feb	2018-02-28	LIMPRIGHT, IVAN	MEMBER TRAVEL AND EXPENSES	\$	999.04
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	AIR CANADA-FWC FLIGHT TO KELOWNA FOR CONTRACTOR K.PEACOCK	\$	410.25
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	AIR CANADA-FWC FLIGHT VANCOUVER TO VICTORIA AND RETURN FOR CONTRACTOR K.PEACOCK	\$	192.12
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	AIR CANADA-FWC FLIGHT VANCOUVER TO VICTORIA AND RETURN FOR CONTRACTOR M.COHEN	\$	364.25
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	AIR CANADA-FWC FLIGHTS TO KELOWNA FOR CONTRACTOR M.COHEN	\$	410.25
18-Feb	2018-02-28	BANK OF MONTREAL (MASTERCARD)	HARBOUR AIR-FWC FLIGHT FROM VANCOUVER-VICTORIA FOR CONTRACTOR KEN PEACOCK	\$	152.38
18-Jan	2018-01-31	BANK OF MONTREAL (MASTERCARD)	AIR CANADA - FLIGHT - I. LIMPRIGHT	\$	602.25
18-Jan	2018-01-31	BANK OF MONTREAL (MASTERCARD)	AIR CANADA - FLIGHT - K. PEACOCK	\$	602.25
18-Jan	2018-01-31	BANK OF MONTREAL (MASTERCARD)	AIR CANADA - FLIGHT - M. COHEN	\$	602.25
18-Jan	2018-01-31	BANK OF MONTREAL (MASTERCARD)	HARBOUR AIR - FLIGHT - I. LIMPRIGHT	\$	205.72
18-Jan	2018-01-31	BANK OF MONTREAL (MASTERCARD)	HARBOUR AIR - FLIGHT - K. PEACOCK	\$	205.72
18-Jan	2018-01-31	BANK OF MONTREAL (MASTERCARD)	HARBOUR AIR - FLIGHT - M. COHEN	\$	205.72
Member Travel and Expenses					\$
Finalized costs (from 02/28/2018 to 03/27/2018)					
18-Mar	2018-03-31	KNOWLER, JESSICA	LB - FY 18 - FEES - C18FWC005 - KNOWLER, JESSICA - PROVIDE PROJECT COORDINATION TASKS & RESEARCH & WRITING TASKS TO THE FAIR WAGE COMMISSION	\$	3,075.00
18-Mar	2018-03-31	MACPHAIL, FIONA	LB - FY 18 - FEES - C18CFWC002 - MACPHAIL, FIONA - PROVIDE PAPER ANALYZING THE MINIMUM WAGE FOR LIQUOR SERVERS IN BC THIS IS TO AID THE FAIR WAGE COMMISSION	\$	5,000.00
18-Mar	2018-03-31	MASOOD, RIDA	LB - FY 18 - FEES - C18FWC002 - MASOOD, RIDA - SUPPORT SERVICES FOR THE FAIR WAGE COMMISSION	\$	125.00
18-Mar	2018-03-31	THOMPSON, MARK***	LB - FY 18 - FEES - C18CFWC003 - THOMPSON, MARK - PROVIDE PAPER ANALYZING THE MINIMUM WAGE FOR HAND WORKERS WHO ARE PAID PICEE RATES FOR HAND HARVESTED CROPS IN B.C.	\$	5,000.00
18-Mar	2018-03-31	HANDS ON PUBLICATIONS	EDITING/GRAPHIC DESIGN SERVICES FOR MINIMUM WAGES FOR THOSE WITH ALTERNATE RATES IN BC	\$	3,220.00
18-Mar	2018-03-31	BC Stats	BC Stats-Custom tabulation fr Stats Canada	\$	2,114.56
Support/Advisory/Publishing/Meeting Space					\$
Total costs to March 27, 2018					\$

**SHORT-FORM GENERAL SERVICE AGREEMENT** dated for reference **November 14, 2017**

BETWEEN: Green, David Alan

(the "Contractor")

Address: s.22

Fax Number:

Email Address:

Website:

AND: **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by

The Minister of Labour

(the "Province")

Address: PO BOX 9594, Stn. Prov. Govt, Victoria, BC V8W 9K4

Fax Number:

Email Address:

(each, a "party" and collectively the "parties")

THIS AGREEMENT INCLUDES:

- The terms and conditions set out on pages 1 - 3
- SCHEDULE A - SERVICES
- SCHEDULE B - FEES AND EXPENSES

The Province wishes to retain the Contractor to provide the services specified in Schedule A (the "Services"), in consideration for the remuneration set out in Schedule B, on the terms and conditions set out in this Agreement. As a result, the Province and the Contractor agree as follows:

1 SERVICES AND TERM

- 1.1 The Contractor must provide the Services in accordance with this Agreement. The Contractor must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 The Contractor must comply with any reasonable instructions (in writing or otherwise) given from time to time by the Province to the Contractor as to the performance of the Services.
- 1.6 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor in connection with providing the Services.
- 1.7 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.
- 2.2 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 as described in Schedule B.
- 2.3 The Province may withhold from any payment due to the Contractor an amount sufficient to indemnify the Province against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
- 2.4 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.
- 2.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 2.6 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.

3 INDEMNITY

- 3.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damage awards, actions, causes of action, costs or expenses 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, including any claim of infringement of third-party intellectual property rights, where the same or any of them are directly or indirectly caused or contributed to by any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors in connection with this Agreement.

2 PAYMENT

- 2.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor the fees and any expenses and applicable taxes described in Schedule B. The Province is not obliged to pay the Contractor more than the "Maximum Amount" specified in Schedule B.

4 MATERIAL & FURTHER OBLIGATIONS

- 4.1 In this Agreement, "Material" means records (as defined in the *Interpretation Act*) and other material, whether complete or not, that the Contractor produces or receives from the Province as a result of this Agreement. "Incorporated Material" means any material owned solely by the Contractor that is embedded or incorporated into the Material by the Contractor.
- 4.2 The Contractor must not include in any Material produced by the Contractor, or otherwise provide to the Province, any material owned by a third-party.
- 4.3 The Province exclusively owns all property rights (including all intellectual property rights) in the Material, other than any intellectual property rights in any Incorporated Material. The Contractor must deliver any Material to the Province immediately upon the Province's request.
- 4.4 Upon any Incorporated Material being embedded or incorporated into the 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 4.4(a).
- 4.5 Upon the Province's request in relation to any Material produced by the Contractor, 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) may have in such Material and that confirm the vesting in the Province of the copyright in any such Material.
- 4.6 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor (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; or
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement.
- 4.7 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 make any public announcement relating to this Agreement.
- 4.8 The Contractor must maintain time records and other documentation in support of fees and expenses in relation to this Agreement, in form and content satisfactory to the Province and for a period of not less than seven years after this Agreement ends.
- 4.9 Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Contractor is responsible for obtaining and maintaining during the Term any insurance that:
 - (a) it is required to have by law, and
 - (b) a prudent person providing services similar to the Services in British Columbia would hold to cover the risks or potential risks that may arise as a result of entering into this Agreement.
- 4.10 Without limiting the generality of section 1.7, the Contractor must 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.
- 4.11 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.
- 4.12 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 4.10 and 4.11.
- 4.13 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not an employee, partner or agent of the Province. The Contractor must not act or purport to act contrary to this section, including by not committing or purporting to commit the Province to pay any money. The Contractor must not do anything that would result in the Contractor's personnel being considered employees of the Province.
- 4.14 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights and obligations under this Agreement.
- 4.15 The Contractor must not subcontract any of the Contractor's obligations under this Agreement.
- 4.16 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.

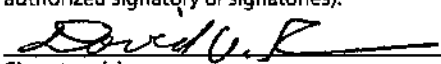
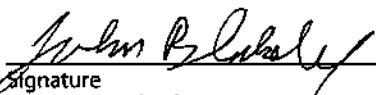
5 TERMINATION

- 5.1 The Province may terminate this Agreement for any reason, by giving at least 10 days' written notice of termination to the Contractor.
- 5.2 If the Contractor fails to perform any of its obligations under this Agreement, the Province may terminate this Agreement immediately by giving written notice to the Contractor. Nothing in this section limits the Province's ability to pursue any other available remedies or actions.

6 GENERAL

- 6.1 All disputes arising out of or in connection with this Agreement must, if the parties cannot resolve the dispute through collaborative negotiation within 15 business days of the dispute arising, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its *Domestic Commercial Arbitration Shorter Rules of Procedure* and held in Victoria, British Columbia.
- 6.2 To be effective, notice given or provided under sections 4.14, 5.1, 5.2 or 6.2 must be in writing and delivered:
- (a) by fax to the addressee's fax number specified on the 1st 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 1st page of this Agreement, in which case it will be deemed to be received on the day of delivery; or
 - (c) by prepaid post to the addressee's address specified on the 1st page of this Agreement, in which case if mailed during a period when normal postal services prevail, it will be deemed to be received on the 5th business day after its mailing.
- Either party may from time to time give notice to the other party of a substitute address or fax number for purposes of this section.
- 6.3 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.
- 6.4 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.
- 6.5 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.
- 6.6 Sections 1.6, 1.7, 2.1 to 2.4, 3.1, 4.2 to 4.6, 4.8, 4.9, 4.12, 4.13, 5.2, 6.1, 6.2, 6.6, any accrued but unpaid payment obligations, and any other sections of this Agreement 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, even after this Agreement ends.
- 6.7 The schedules to this Agreement (including any documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 6.8 Time is of the essence in this Agreement and will remain of the essence after any modification of this Agreement, whether or not expressly restated.
- 6.9 A provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a Schedule, and a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a Schedule.
- 6.10 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 the exercise by the Province or its agencies of any power or duty.
- 6.11 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.
- 6.12 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.
- 6.13 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
- 6.14 In this Agreement:
- (a) unless the context otherwise requires, (i) references to sections by number are to sections of this Agreement and (ii) words expressed in the singular include the plural and vice versa;
 - (b) unless otherwise specified, a reference to a statute means the statute of British Columbia by that name, as amended or replaced from time to time;
 - (c) the headings have been inserted for convenience of reference only; and
 - (d) "person" includes an individual, partnership, corporation or legal entity of any nature.

EXECUTION AND DELIVERY OF AGREEMENT: 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 6.2 or any other method agreed to by the parties. The parties have executed this Agreement as follows:

<p>SIGNED on <u>November 14, 2017</u> by the</p> <p>Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p>David A. Green</p> <p>Print Name(s)</p> <p>Professor, Vancouver School of Economics, UBC</p> <p>Print Title(s)</p>	<p>SIGNED on <u>NOVEMBER 20, 2017</u> on behalf</p> <p>of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>JOHN BLAKELY</u></p> <p>Print Name</p> <p><u>EXECUTIVE DIRECTOR</u></p> <p>Print Title</p>
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PART 1. TERM:

1. The term of this Agreement commences on November 14, 2017 and ends on December 31, 2017, unless terminated earlier in accordance with this Agreement.

PART 2. SERVICES:

Services / Deliverables / Milestones

1. The Contractor must:
Provide a paper analyzing the existing research on the impact of minimum wages on employment and the economy. This is to aid the Fair Wage Commission in its task of advising the Ministry of Labour on how and when to reach a minimum wage of \$15/hour in B.C., and how to treat increases in the minimum wage once the \$15/hour has been reached.

The Commission is interested in 1) the effects of labour market transitions differences that occur between high and low minimum rate regimes, and 2) on the significance of the economic climate to these differences.

Reporting requirements:

2. The Contractor must:
- Review and analyze the academic literature on the effect of increases in the minimum wage on employment. The focus of this analysis will be on information available in the 21st century in B.C., Canada, and elsewhere where the experiences can inform the deliberations of the B.C. Fair Wage Commission, although earlier periods can be examined if appropriate.
 - Explain the methods used in the studies and try to determine to what extent the effect is related to the economic climate at the time of the increase.
 - Review and analyze other literature that is pertinent (such as by banks, think tanks) that project the effects *before* it has occurred and, if possible, to assess if the prediction was accurate. We recognize that this may not be possible in the time and resources available, but any examples could be helpful.
 - Prepare a written report for the Commission of approximately 7000 words that will be due by Dec. 1, 2017.
 - Provide the Report in form that would be suitable for public distribution and that can be easily read by the general public. Distribution of the report is likely to happen after the decision on the changes to the minimum wage rates have occurred. It is likely that it will be posted on the Fair Wage Commission website.
 - The Report should not be distributed elsewhere without the approval of the Ministry before it is published by the Ministry.

PART 3. RELATED DOCUMENTATION:

Not applicable

PART 4. KEY PERSONNEL:

1. The Contractor must cause the following individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing:

Not Applicable

2. The Province's key personnel are:

Not Applicable

SCHEDULE B - FEES AND EXPENSES**1. MAXIMUM AMOUNT PAYABLE:**

Maximum Amount: Despite sections 2 and 3 of this Schedule, **\$5,000.00** 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 payable by the Province under law or agreement with the relevant taxation authorities on such fees and expenses).

2. FEES:

The maximum amount of Fees for this agreement is \$5,000.00

Fees: \$5,000.00 for performing the Services during the Term.

3. EXPENSES:

Not Applicable

4. STATEMENTS OF ACCOUNT:

In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor 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 all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. 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.

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: C18FWC0015

Requisition No.: _____

Solicitation No.(if applicable): _____

Commodity Code: _____

Contractor Information

Supplier Name: Jessica Knowler

Supplier No.: _____

Telephone No.: _____

E-mail Address: _____

Website: _____

Financial Information

Client: _____

Responsibility Centre: _____

Service Line: _____

STOB: _____

Project: _____

Template version: July 31, 2017

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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
- Part 5 - Payments Due

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 6th day of November, 2017.

BETWEEN:

Jessica Knowler (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 Labour (the "Province") with the following specified address and fax number:
800 Johnson Street
Victoria, BC

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any

competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight 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 under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the _____ day of November, 2017 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____</p> <p>Signature(s)</p> <p>_____</p> <p>Print Name(s)</p> <p>_____</p> <p>Print Title(s)</p>	<p>SIGNED on the _____ day of November, 2017 on behalf of the Province by its duly authorized representative:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p>
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- 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>20</u> day of November, 2017 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>Jessica Knowler</u> Signature(s)</p> <p><u>Jessica Knowler</u> Print Name(s)</p> <p><u>Fair Wages Commission</u> Print Title(s) <u>Project Coordinator and Researcher</u></p>	<p>SIGNED on the <u>21st</u> day of November, 2017 on behalf of the Province by its duly authorized representative:</p> <p><u>John Blakely</u> Signature</p> <p><u>John Blakely</u> Print Name</p> <p><u>Executive Director, Labor</u> Print Title <u>Policy and Legislation</u></p>
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Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on November 6, 2017 and ends on March 31, 2018.
2. The Province reserves the right to extend the agreement for an additional term

PART 2. SERVICES:

The Contractor will provide the following services on an as needed basis.

1. Project Coordination Tasks:

- Liaison with Ministry staff
- Coordinate scheduling of consultations
- Coordinate volunteer students
- Attend meetings and consultations in Vancouver and other places
 - Coordinate event on site
 - Assist with note taking (when possible)
 - Trouble-shooting
- Assist Chair with scheduling, personnel, document management
- Keep track of expenses, when possible
- Any other administrative tasks assigned by Commissioners
 - Minute taking at meeting

2. Research and Writing Tasks:

- Review background material and reports generated by research consultants
- Minor research as needed by Commissioners
- Prepare a report for Commissioners on the Consultations, including material generated on website and notes from individual presentations (some will be provided by student notetakers). Focus here will be on the general minimum wage and how the minimum wage decisions should be treated in subsequent years after reaching \$15/hr.
 - This report might ultimately be posted to website after the minimum wage reports delivered to Ministry
 - Attend consultations
 - Review other material on FWC web library, as necessary.
- Under direction of Commissioners, write preliminary draft of report
 - Various parts of this can begin during the consultation process (under direction of Commissioners)
 - Draft of 1st report due Dec. 10.
 - Work closely with Commissioners on draft during week of Dec. 11-15.
 - Finalize draft by Dec. 31 for Commissioners final review. (deliver to Ministry by Jan 8th).
- If time permits, begin work on analyzing the information gathered on the five groups with different minimum wages from the regular minimum wage. This information will come from consultations, special studies, and material generated through the website.

PART 4. KEY PERSONNEL:

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

- (a) Jessica Knowler

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$20,500.00 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:

Hourly Rate

Fees: at a rate of \$25.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: Up to a maximum of \$500.00 for 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 the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described 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 the Contract must submit 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 on each day during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or

contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable.

Schedule D – Insurance

Not applicable

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Privacy Training

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Not applicable

**SHORT-FORM GENERAL SERVICE AGREEMENT** dated for reference **November 14, 2017**

BETWEEN: MacPhail, Fiona

(the "Contractor")

Address: University of Northern British Columbia

3333 University Way, Prince George BC, V2N 4Z9

Fax Number:

Email Address:

Website:

AND: **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by

The Minister of Labour,

(the "Province")

Address: PO BOX 9594, Stn. Prov. Govt, V8W 9K4

Fax Number:

Email Address:

(each, a "party" and collectively the "parties")

THIS AGREEMENT INCLUDES:

- The terms and conditions set out on pages 1 - 3
- SCHEDULE A - SERVICES
- SCHEDULE B - FEES AND EXPENSES

The Province wishes to retain the Contractor to provide the services specified in Schedule A (the "Services"), in consideration for the remuneration set out in Schedule B, on the terms and conditions set out in this Agreement. As a result, the Province and the Contractor agree as follows:

1 SERVICES AND TERM

- 1.1 The Contractor must provide the Services in accordance with this Agreement. The Contractor must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 The Contractor must comply with any reasonable Instructions (in writing or otherwise) given from time to time by the Province to the Contractor as to the performance of the Services.
- 1.6 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor in connection with providing the Services.
- 1.7 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.
- 2.2 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 as described in Schedule B.
- 2.3 The Province may withhold from any payment due to the Contractor an amount sufficient to indemnify the Province against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
- 2.4 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.
- 2.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 2.6 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.

3 INDEMNITY

- 3.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damage awards, actions, causes of action, costs or expenses 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, including any claim of infringement of third-party intellectual property rights, where the same or any of them are directly or indirectly caused or contributed to by any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors in connection with this Agreement.

2 PAYMENT

- 2.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor the fees and any expenses and applicable taxes described in Schedule B. The Province is not obliged to pay the Contractor more than the "Maximum Amount" specified in Schedule B.

4 MATERIAL & FURTHER OBLIGATIONS

- 4.1 In this Agreement, "Material" means records (as defined in the *Interpretation Act*) and other material, whether complete or not, that the Contractor produces or receives from the Province as a result of this Agreement. "Incorporated Material" means any material owned solely by the Contractor that is embedded or incorporated into the Material by the Contractor.
- 4.2 The Contractor must not include in any Material produced by the Contractor, or otherwise provide to the Province, any material owned by a third-party.
- 4.3 The Province exclusively owns all property rights (including all intellectual property rights) in the Material, other than any intellectual property rights in any Incorporated Material. The Contractor must deliver any Material to the Province immediately upon the Province's request.
- 4.4 Upon any Incorporated Material being embedded or incorporated into the Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- 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
 - the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 4.4(a).
- 4.5 Upon the Province's request in relation to any Material produced by the Contractor, 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) may have in such Material and that confirm the vesting in the Province of the copyright in any such Material.
- 4.6 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor (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:
- as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws; or
 - if it is information that is generally known to the public other than as result of a breach of this Agreement.
- 4.7 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 make any public announcement relating to this Agreement.
- 4.8 The Contractor must maintain time records and other documentation in support of fees and expenses in relation to this Agreement, in form and content satisfactory to the Province and for a period of not less than seven years after this Agreement ends.
- 4.9 Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Contractor is responsible for obtaining and maintaining during the Term any insurance that:
- it is required to have by law, and
 - a prudent person providing services similar to the Services in British Columbia would hold to cover the risks or potential risks that may arise as a result of entering into this Agreement.
- 4.10 Without limiting the generality of section 1.7, the Contractor must 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.
- 4.11 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.
- 4.12 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 4.10 and 4.11.
- 4.13 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not an employee, partner or agent of the Province. The Contractor must not act or purport to act contrary to this section, including by not committing or purporting to commit the Province to pay any money. The Contractor must not do anything that would result in the Contractor's personnel being considered employees of the Province.
- 4.14 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights and obligations under this Agreement.
- 4.15 The Contractor must not subcontract any of the Contractor's obligations under this Agreement.
- 4.16 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.

5 TERMINATION

- 5.1 The Province may terminate this Agreement for any reason, by giving at least 10 days' written notice of termination to the Contractor.
- 5.2 If the Contractor fails to perform any of its obligations under this Agreement, the Province may terminate this Agreement immediately by giving written notice to the Contractor. Nothing in this section limits the Province's ability to pursue any other available remedies or actions.

6 GENERAL

- 6.1 All disputes arising out of or in connection with this Agreement must, if the parties cannot resolve the dispute through collaborative negotiation within 15 business days of the dispute arising, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its *Domestic Commercial Arbitration Shorter Rules of Procedure* and held in Victoria, British Columbia.
- 6.2 To be effective, notice given or provided under sections 4.14, 5.1, 5.2 or 6.2 must be in writing and delivered:
- by fax to the addressee's fax number specified on the 1st 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;
 - by hand to the addressee's address specified on the 1st page of this Agreement, in which case it will be deemed to be received on the day of delivery; or
 - by prepaid post to the addressee's address specified on the 1st page of this Agreement, in which case if mailed during a period when normal postal services prevail, it will be deemed to be received on the 5th business day after its mailing.
- Either party may from time to time give notice to the other party of a substitute address or fax number for purposes of this section.
- 6.3 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.
- 6.4 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.
- 6.5 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.
- 6.6 Sections 1.6, 1.7, 2.1 to 2.4, 3.1, 4.2 to 4.6, 4.8, 4.9, 4.12, 4.13, 5.2, 6.1, 6.2, 6.6, any accrued but unpaid payment obligations, and any other sections of this Agreement 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, even after this Agreement ends.

- 6.7 The schedules to this Agreement (including any documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 6.8 Time is of the essence in this Agreement and will remain of the essence after any modification of this Agreement, whether or not expressly restated.
- 6.9 A provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a Schedule, and a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a Schedule.
- 6.10 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 the exercise by the Province or its agencies of any power or duty.
- 6.11 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.
- 6.12 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.
- 6.13 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
- 6.14 In this Agreement:
- unless the context otherwise requires, (i) references to sections by number are to sections of this Agreement and (ii) words expressed in the singular include the plural and vice versa;
 - unless otherwise specified, a reference to a statute means the statute of British Columbia by that name, as amended or replaced from time to time;
 - the headings have been inserted for convenience of reference only; and
 - "person" includes an individual, partnership, corporation or legal entity of any nature.

EXECUTION AND DELIVERY OF AGREEMENT: 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 6.2 or any other method agreed to by the parties. The parties have executed this Agreement as follows:

<p>SIGNED on <u>November 17, 2017</u> by the</p> <p>Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>Fiona MacPhail</u></p> <p>Signature(s)</p> <p>Fiona MacPhail</p> <p>Print Name(s)</p> <p>Professor of Economics</p> <p>Print Title(s)</p>	<p>SIGNED on <u>November 21, 2017</u> on behalf</p> <p>of the Province by its duly authorized representative:</p> <p><u>John Blakely</u></p> <p>Signature</p> <p>John Blakely</p> <p>Print Name</p> <p>Executive Director, Labor Policy</p> <p>Print Title</p> <p>and Legislation</p>
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SCHEDULE A - SERVICES

PART 1. TERM:

1. The term of this Agreement commences on November 14, 2017 and ends on February 15, 2018, unless terminated earlier in accordance with this Agreement.

PART 2. SERVICES:

Services / Deliverables / Milestones

1. The Contractor must:

Provide a paper analyzing the minimum wage for liquor servers in B.C.. This is to aid the Fair Wage Commission in its task of advising the Ministry of Labour on how and when to reach a minimum wage of \$15/hour in B.C., and how to treat increases in the minimum wage once the \$15/hour has been reached.

The Commission is interested in 1) having information to allow the Commission to access the rationale of a lower minimum wage for liquor servers from other servers, 2) determining the rationale for the purposes of increasing the minimum wage for liquor servers in the future.

Reporting requirements:

2. The Contractor must:

- Analyze the history of the minimum wage for liquor servers in B.C.
- Review and analyze academic literature that is pertinent to this group of workers
- Show how the increases in the minimum wage for liquor servers compares with the increases in the general minimum wage over time
- Compare the minimum wage regime for liquor servers in B.C. with elsewhere in Canada and other jurisdictions as appropriate
- Analyze the characteristics of liquor servers with specific reference to gender, age, and any other characteristics that are available.
- Where possible analyze the effect of changing the minimum wage on employment in this industry to determine its effect on both the employers and the workers.
- Explain how tips are treated by employers, as part of income for tax purposes, and in legal judgments both in B.C. and elsewhere in Canada. The point will be to understand the variations in the distribution of tips between the individual, other workers, and the employer.
- Prepare a written report for the Commission of approximately 7000 words that will be due by January 31, 2018.
- Provide the Report in a form that would be suitable for public distribution and that can be easily read by the general public. Distribution of the report is likely to happen after the decision on the changes to the minimum wage rates have occurred. It is likely that it will be posted on the Fair Wage Commission website.
- The Report should not be distributed elsewhere without the approval of the Ministry before it is published by the Ministry.



PART 3. RELATED DOCUMENTATION:

Not applicable

PART 4. KEY PERSONNEL:

1. The Contractor must cause the following individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing:

Not Applicable

2. The Province's key personnel are:

Not Applicable

**SCHEDULE B - FEES AND EXPENSES****1. MAXIMUM AMOUNT PAYABLE:**

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$5,000.00 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 payable by the Province under law or agreement with the relevant taxation authorities on such fees and expenses).

2. FEES:

The maximum amount of Fees for this agreement is \$5,000.00

Fees: \$5,000.00 for performing the Services during the Term.

3. EXPENSES:

Not Applicable

4. STATEMENTS OF ACCOUNT:

In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor 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 all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. 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.

MODIFICATION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA.
represented by

the **Ministry of Labour**

(the "Province", "we", "us", or "our", as applicable)

AND

Rida Masood

s.22

s.22

(the "Contractor" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement dated November 6, 2017 (agreement # _____)
- B. The Parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) Part 1 of Schedule B is amended to increase the maximum amount of fees and expenses payable to \$2,375.
- (2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 26th day
of January, 2018 on behalf of the
Province by its duly authorized representative:

Signature:

Print name:

John Blakely
John Blakely

SIGNED AND DELIVERED on the 29th
day of January, 2018 by or on
behalf of the **Contractor** (or by its authorized signatory
or signatories if the Contractor is a corporation)

Signature:

Print name:

Rida Masood
Rida Masood

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only	
<p>Ministry Contract No.: <u>C18FWC002</u></p> <p>Requisition No.: _____</p> <p>Solicitation No.(if applicable): _____</p> <p>Commodity Code: _____</p> <p>Contractor Information</p> <p>Supplier Name: <u>Rida Masood</u></p> <p>Supplier No.: _____</p> <p>Telephone No.: _____</p> <p>E-mail Address: _____</p> <p>Website: _____</p>	<p>Financial Information</p> <p>Client: _____</p> <p>Responsibility Centre: _____</p> <p>Service Line: _____</p> <p>STOB: _____</p> <p>Project: _____</p> <p>Template version: July 31, 2017</p>

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III

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

THIS AGREEMENT is dated for reference the 6th day of November, 2017.

BETWEEN:

Rida Masood (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 Labour (the "Province") with the following specified address and fax number:
800 Johnson Street
Victoria, BC

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any

competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

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

5. PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

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

Public announcements

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

Restrictions on promotion

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

6. MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Province; and
 - (b) Produced Material, other than any Incorporated Material.

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

SIGNED on the 17 day of
November, 2017 by the Contractor (or, if not
an individual, on its behalf by its authorized
signatory or signatories):

Rida Masood

Signature(s)

Rida Masood

Print Name(s)

Web Library and Research

Print Title(s)

Assistant

SIGNED on the 17 day of
November, 2017 on behalf of the Province by
its duly authorized representative:

Signature

John Blakey
JOHN BLAKEY

Print Name

EXECUTIVE DIRECTOR,

Print Title

POLICY + LEGISLATION

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on November 17, 2017 and ends on March 31, 2018.

PART 2. SERVICES:

The Contractor will provide the following services on an as needed basis.

1. Updating the Web Library, which will be hosted by the Simon Fraser University (SFU) Labour Studies Program, with materials approved by the Commission. This includes:
 - Acquiring familiarity with the SFU AEM (content management) system
 - Organizing the materials and adding pages to ensure a consistent and easy to navigate layout
 - Formatting links; ensuring consistent reference styles; and alphabetizing lists
 - Uploading PDFs and other attachments and testing links to external websites
 - Working with the Project Coordinator to ensure that copyright is respected
2. Researching additional materials for inclusion in the Web Library, and coordinating their submission to the Project Coordinator for approval by the Commission. This includes:
 - Working with student volunteers to source appropriate policy documents, reports, and academic papers relevant to the Commission's mandate
 - Bundling and submitting materials for approval by the Commission, via the Project Coordinator

Additional duties related to updating and maintaining the Web Library may be discussed and agreed by the Commissioners, Project Coordinator and the Web Library and Research Assistant as they arise, as long as the total effort required does not exceed 10 hours per week.

PART 4. KEY PERSONNEL:

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

(a) Rida Masood

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$1,750.00 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:

Hourly Rate

Fees: at a rate of \$25.00 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: Up to a maximum of \$500.00 for 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 the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described 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 the Contractor must submit 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 on each day during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

Not applicable.

Schedule D – Insurance

Not applicable

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

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

Privacy Training

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F -- Additional Terms

Not applicable

Schedule G – Security Schedule

Not applicable



Government Communications and Public Engagement (GCPE)
and
Ministry of Labour

Partnership Agreement

Project # 18-069

Project Name: Fair Wages Commission

Version# 0.1

Date: October 24, 2017

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1 INTRODUCTION

1.1 What is the Partnership Agreement?

This partnership agreement describes the commitment of Government Communication and Public Engagement (GCPE), the Government Digital Experience Division (GDX) and the Ministry of Labour (the Ministry) to the Fair Wages Commission engagement. It outlines the project scope, deliverables, roles and responsibilities, timelines, and costs.

Signing of this partnership agreement indicates initiation of the project and that both parties agree to fulfill the responsibilities outlined in this document.

This partnership agreement is valid after being jointly accepted by both ministries. Resources and schedule will be confirmed once the partnership agreement has been signed by both parties.

1.2 Common and Integrated Activities and Data Collection

This project is an instance where we have a common or integrated activity and data will be shared between two BC government organizations, GCPE and the Ministry. In this case, specifically, the personal information, opinions, names, and email address will be collected directly only by the Ministry by email for the purpose of analysis, project development and follow-up related to this project. The details of web site visits, including the IP address, the date and time of the visit are collected and will be used by Government Communications and Public Engagement for the purpose of administering the engagement, and some aspects like web visits and date and times generally will be shared with the Ministry for engagement planning purposes.

1.3 Project Background

Established in October 2017, the Fair Wages Commission is working independently to advise government on how to move towards a \$15-an-hour minimum wage with increases that are regular, measured and predictable.

The Commission has committed to three main deliverables:

1. The Fair Wages Commission will first develop recommendations for a pathway forward to raise the minimum wage to \$15-an-hour and on a process for how the minimum wage should be regularly reviewed and increased once \$15-an-hour is achieved.
2. At the same time, the Commission will also consider and make recommendations around other wage rates under the Employment Standards Regulation, such as piece rates for agricultural workers and the liquor server rate.
3. The Commission will then begin work to address the discrepancy between the minimum wage and living wages in our province.

The Fair Wages Commission has also been directed to work with economists, trade unions, the technology sector, small businesses, youth and others from all regions of the province to put forward a plan to bridge the gap between the minimum wage and the living wage in British Columbia. The Commission is also interested in public feedback.

The first stage of the Commission's consultations will occur in November and December to inform findings for the first report that will be delivered to Minister of Labour, Hon. Harry Bains, by December 31, 2017 with recommendations about the timing of increases for the following:

- general minimum wage
- the minimum wages for farm workers,
- minimum wages for liquor servers
- minimum wages live-in camp leaders
- minimum wages for home support workers
- minimum wage for resident caretakers.

1.4 Purpose of the Engagement

The purpose of this engagement is to provide the public with information about the Fair Wages Commission, its proposed work, and the public to provide input and ask questions.

APPROACH

1.5 Work Stream Details

Planning and Design	<ul style="list-style-type: none"> • Understand current business objectives and goals for the public engagement; • Review past engagements and current technologies to determine the best approach to support this public engagement; • Develop a business case, project budget and Partnership Agreement; • Do a Privacy Impact Assessment; and • Facilitate a project initiation meeting to clarify roles and timelines.
Site Build and Content Management	<ul style="list-style-type: none"> • Develop an engagement website that provides contextual information and provides options for citizens to give feedback. Work includes: <ul style="list-style-type: none"> ○ Stand up a WordPress website template in QA; ○ Coordinate content edits and approval of web content ○ Conduct PIA ○ Coordinate graphic elements within GCPE; ○ Test the site in QA; ○ Provide all webserver services for the duration of the project; ○ Coordinate migration of site from QA to production; ○ Test the site in production;

	<ul style="list-style-type: none"> ○ Coordinate the public launch of the site. ○ Manage and maintain web content throughout the project.
Blog (web site) Hosting	<ul style="list-style-type: none"> • Provide license and hosting during the project lifecycle

1.5 GDx Team Responsibilities

- Arrange a project initiation meeting;
- Create the project plan;
- Get approval from the Joint Working Group on the URL for the engagement;
- Complete the Privacy Assessment;
- Design the engagement approach, information architecture and content strategy;
- Get approvals;
- Liaise with the GCPE graphics department, GCPE social media teams and GCPE marketing department on the look and feel of the engagement;
- Liaise with the Ministry's GCPE Communications shop on messaging, outreach and communications planning;
- Orchestrate and give input on launch activities;
- Facilitate promotion which includes posting information and creating tweets on govTogetherBC;
- Provide high level engagement results;
- Close down and archive the web content;
- Prepare the Lessons Learned;
- Work closely with the Ministry on the project plan, including tasks, timelines and developments; and
- Arrange for results to be reported back by government and on govTogetherBC.

1.6 The Ministry's Responsibilities

- Provide subject matter expertise and participate in the Project Initiation meeting to talk about roles and work plan;
- Ensure at least one subject matter expert is available at times throughout the engagement, and that a backup has been identified to cover vacations;
- Work in partnership with Citizen Engagement Team to ensure that timelines are met;
- Review, provide feedback, approve and/or sign-off as required;
- Lead and participate in project meetings including project status meetings;
- Draft the publicly facing materials related to the engagement, including web site content;

- Be an integral part of the design of the project;
- Help to identify audience and stakeholders;
- Assist to facilitate approvals from the Minister and Minister's Office, if appropriate;
- Be part of the process to discuss proactive communications opportunities and identify risks and issues;
- Assist with feedback analysis, lead policy development and implementation;
- Assist to help manage any issues that come up during the engagement;
- Participate in a Lessons Learned session and help to craft a report following the consultation; and
- Approval a final results document that will be posted to govTogetherBC at the end of the engagement.

1.7 Assumptions & Dependencies

- This Partnership Agreement assumes that the GCPE GDX has the authority to procure contracted resources for certain roles. This is typically facilitated by the GCPE Strategic Resource Initiative.
- Consensus on deliverables including discussion of potential impacts to schedule and scope will be reached and documented during design review sessions. Agreed changes that will impact the schedule, scope and /or budget will be managed through the change management process, as required.
- The project will be as transparent as possible to the Public Service in order to use it as a learning and engagement opportunity for other ministries.

2 SCHEDULE & BUDGET

Significant changes to deliverables, roles or timelines will be managed with a change request to ensure that both the Ministry and GCPE GDx project teams are in agreement.

2.1 Budget and Timelines

Deliverables & Expenses for this project	Anticipated Scheduled start	Anticipated Schedule Completion	Cost
Planning and Design	October 16, 2017	October 26, 2017	\$500.00
Site Build	October 23, 2017	October 26, 2017	\$500.00
Blog (web site) Hosting	October 26, 2017	March 31, 2018	\$1,750.00
Fiscal Project Budget 2017/18			\$2,750.00
Blog (web site) Hosting	April 1, 2018	March 31, 2019	\$4,200.00
Fiscal Project Budget 2018/19			\$6,950.00

Project costs will be billed based on deliverable completion or at the end of each quarter.

3 APPROVALS & CODING

3.1 Partnership Agreement Approval

Approved by: _____ Date _____

Organization Trevor Hughes, Deputy Minister
Executive Ministry of Labour
Sponsor

Approved by: _____ Date _____

GCPE **Tanya Twynstra**
Executive **Director, Citizen Engagement**
Sponsor Government Digital Experience Division
Government Communications and Public
Engagement

3.2 Project Coding

Client Contact for Billing	Name	Leigh-Anne Tripp				
	Title	Team Lead, Budgets and Accounting				
	Phone Number	250 387-3161				
	Email	LeighAnne.Tripp@gov.bc.ca				
Journal Voucher Coding	Name of Program/Service Line	Client	Responsibility Centre	Service Line	STOB	Project
	FWC	127	51749	52200	6321	5155589

**SHORT-FORM GENERAL SERVICE AGREEMENT** dated for reference **November 14, 2017**

BETWEEN: Kendra Strauss

(the "Contractor")

Address: s. 22

Fax Number:

Email Address: KStrauss@sfu.ca

Website:

AND: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by

The Minister of Labour

(the "Province")

Address: PO BOX 9594, Stn. Prov. Govt, Victoria BC V8W 9K4

Fax Number:

Email Address:

(each, a "party" and collectively the "parties")

THIS AGREEMENT INCLUDES:

- The terms and conditions set out on pages 1 - 3
- SCHEDULE A - SERVICES
- SCHEDULE B - FEES AND EXPENSES

The Province wishes to retain the Contractor to provide the services specified in Schedule A (the "Services"), in consideration for the remuneration set out in Schedule B, on the terms and conditions set out in this Agreement. As a result, the Province and the Contractor agree as follows:

1 SERVICES AND TERM

- 1.1 The Contractor must provide the Services in accordance with this Agreement. The Contractor must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 The Contractor must comply with any reasonable instructions (in writing or otherwise) given from time to time by the Province to the Contractor as to the performance of the Services.
- 1.6 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor in connection with providing the Services.
- 1.7 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.
- 2.2 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 as described in Schedule B.
- 2.3 The Province may withhold from any payment due to the Contractor an amount sufficient to indemnify the Province against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
- 2.4 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.
- 2.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 2.6 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.

3 INDEMNITY

- 3.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damage awards, actions, causes of action, costs or expenses 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, including any claim of infringement of third-party intellectual property rights, where the same or any of them are directly or indirectly caused or contributed to by any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors in connection with this Agreement.

2 PAYMENT

- 2.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor the fees and any expenses and applicable taxes described in Schedule B. The Province is not obliged to pay the Contractor more than the "Maximum Amount" specified in Schedule B.

4 MATERIAL & FURTHER OBLIGATIONS

- 4.1 In this Agreement, "Material" means records (as defined in the *Interpretation Act*) and other material, whether complete or not, that the Contractor produces or receives from the Province as a result of this Agreement. "Incorporated Material" means any material owned solely by the Contractor that is embedded or incorporated into the Material by the Contractor.
- 4.2 The Contractor must not include in any Material produced by the Contractor, or otherwise provide to the Province, any material owned by a third-party.
- 4.3 The Province exclusively owns all property rights (including all intellectual property rights) in the Material, other than any intellectual property rights in any Incorporated Material. The Contractor must deliver any Material to the Province immediately upon the Province's request.
- 4.4 Upon any Incorporated Material being embedded or incorporated into the 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 4.4(a).
- 4.5 Upon the Province's request in relation to any Material produced by the Contractor, 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) may have in such Material and that confirm the vesting in the Province of the copyright in any such Material.
- 4.6 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor (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; or
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement.
- 4.7 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 make any public announcement relating to this Agreement.
- 4.8 The Contractor must maintain time records and other documentation in support of fees and expenses in relation to this Agreement, in form and content satisfactory to the Province and for a period of not less than seven years after this Agreement ends.
- 4.9 Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Contractor is responsible for obtaining and maintaining during the Term any insurance that:
- (a) it is required to have by law, and
 - (b) a prudent person providing services similar to the Services in British Columbia would hold to cover the risks or potential risks that may arise as a result of entering into this Agreement.
- 4.10 Without limiting the generality of section 1.7, the Contractor must 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.
- 4.11 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.
- 4.12 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 4.10 and 4.11.
- 4.13 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not an employee, partner or agent of the Province. The Contractor must not act or purport to act contrary to this section, including by not committing or purporting to commit the Province to pay any money. The Contractor must not do anything that would result in the Contractor's personnel being considered employees of the Province.
- 4.14 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights and obligations under this Agreement.
- 4.15 The Contractor must not subcontract any of the Contractor's obligations under this Agreement.
- 4.16 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.

5 TERMINATION

- 5.1 The Province may terminate this Agreement for any reason, by giving at least 10 days' written notice of termination to the Contractor.
- 5.2 If the Contractor fails to perform any of its obligations under this Agreement, the Province may terminate this Agreement immediately by giving written notice to the Contractor. Nothing in this section limits the Province's ability to pursue any other available remedies or actions.

6 GENERAL

- 6.1 All disputes arising out of or in connection with this Agreement must, if the parties cannot resolve the dispute through collaborative negotiation within 15 business days of the dispute arising, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its *Domestic Commercial Arbitration Shorter Rules of Procedure* and held in Victoria, British Columbia.
- 6.2 To be effective, notice given or provided under sections 4.14, 5.1, 5.2 or 6.2 must be in writing and delivered:
- by fax to the addressee's fax number specified on the 1st 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;
 - by hand to the addressee's address specified on the 1st page of this Agreement, in which case it will be deemed to be received on the day of delivery; or
 - by prepaid post to the addressee's address specified on the 1st page of this Agreement, in which case if mailed during a period when normal postal services prevail, it will be deemed to be received on the 5th business day after its mailing.
- Either party may from time to time give notice to the other party of a substitute address or fax number for purposes of this section.
- 6.3 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.
- 6.4 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.
- 6.5 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.
- 6.6 Sections 1.6, 1.7, 2.1 to 2.4, 3.1, 4.2 to 4.6, 4.8, 4.9, 4.12, 4.13, 5.2, 6.1, 6.2, 6.6, any accrued but unpaid payment obligations, and any other sections of this Agreement 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, even after this Agreement ends.
- 6.7 The schedules to this Agreement (including any documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 6.8 Time is of the essence in this Agreement and will remain of the essence after any modification of this Agreement, whether or not expressly restated.
- 6.9 A provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a Schedule, and a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a Schedule.
- 6.10 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 the exercise by the Province or its agencies of any power or duty.
- 6.11 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.
- 6.12 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.
- 6.13 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
- 6.14 In this Agreement:
- unless the context otherwise requires, (i) references to sections by number are to sections of this Agreement and (ii) words expressed in the singular include the plural and vice versa;
 - unless otherwise specified, a reference to a statute means the statute of British Columbia by that name, as amended or replaced from time to time;
 - the headings have been inserted for convenience of reference only; and
 - "person" includes an individual, partnership, corporation or legal entity of any nature.

EXECUTION AND DELIVERY OF AGREEMENT: 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 6.2 or any other method agreed to by the parties. The parties have executed this Agreement as follows:

<p>SIGNED on <u>2017/11/20</u> by the</p> <p>Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>Kendra Strauss</u></p> <p>Signature(s)</p> <p><u>Kendra Strauss</u></p> <p>Print Name(s)</p> <p><u>Dr.</u></p> <p>Print Title(s)</p>	<p>SIGNED on <u>November 21, 2017</u> on behalf</p> <p>of the Province by its duly authorized representative:</p> <p><u>John Blakely</u></p> <p>Signature</p> <p><u>John Blakely</u></p> <p>Print Name</p> <p><u>Executive Director, Labor Policy</u></p> <p>Print Title</p> <p><u>and Legislation.</u></p>
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SCHEDULE A - SERVICES

Ministry Contract No. SC FWC 004

PART 1. TERM:

1. The term of this Agreement commences on November 14, 2017 and ends on February 15, 2018, unless terminated earlier in accordance with this Agreement.

PART 2. SERVICES:

Services / Deliverables / Milestones

1. The Contractor must:

Provide a paper analyzing the minimum wage for live-in caregivers in B.C. This is to aid the Fair Wage Commission in its task of advising the Ministry of Labour on how and when to reach a minimum wage of \$15/hour in B.C., and how to treat increases in the minimum wage once the \$15/hour has been reached.

The Commission is interested in 1) maintaining consistency in minimum wages and if possible determining if the day rate paid to live-in caregivers is equivalent to the general minimum wage; 2) determining the rationale for increasing the minimum wage for live-in caregivers in the future.

Reporting requirements:

2. The Contractor must:

- Analyze the history of the minimum wage for live-in caregivers in B.C.
- Review and analyze academic literature that is pertinent to this group of workers.
- Show how the increases in the minimum wage for live-in caregivers compares with the increases in the general minimum wage over time.
- Compare the minimum wage regime for live-in caregivers in B.C. with elsewhere in Canada and other jurisdictions as appropriate.
- Analyze the characteristics of live-in caregivers with specific reference to gender, age, and any other characteristics that are available.
- Where possible analyze the effect of changing the minimum wage on employment in this industry to determine its effect on both the employers and the workers.
- Analyze the differences between the day rates for live-in caregivers with those paid to Temporary Foreign Workers doing same or similar work.
- Prepare a written report for the Commission of approximately 7000 words that will be due by January 31, 2018.
- Provide the Report in a form that would be suitable for public distribution and that can be easily read by the general public. Distribution of the report is likely to happen after the decision on the changes to the minimum wage rates have occurred. It is likely that it will be posted on the Fair Wage Commission website.
- The Report should not be distributed elsewhere without the approval of the Ministry before it is published by the Ministry.



PART 3. RELATED DOCUMENTATION:

Not applicable

PART 4. KEY PERSONNEL:

1. The Contractor must cause the following individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing:

Not Applicable

2. The Province's key personnel are:

Not Applicable

**SCHEDULE B - FEES AND EXPENSES****1. MAXIMUM AMOUNT PAYABLE:**

Maximum Amount: Despite sections 2 and 3 of this Schedule, **\$5,000.00** 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 payable by the Province under law or agreement with the relevant taxation authorities on such fees and expenses).

2. FEES:

The maximum amount of Fees for this agreement is \$5,000.00

Fees: \$5,000.00 for performing the Services during the Term.

3. EXPENSES:

Not Applicable

4. STATEMENTS OF ACCOUNT:

In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor 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 all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. 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.



SHORT-FORM GENERAL SERVICE AGREEMENT dated for reference

Ministry Contract No. SC FWC 003

November 14, 2017

BETWEEN: Thompson, Mark

Address: s.22

s.22

(the "Contractor")

Email Address:

Fax Number:

Website:

AND: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by

The Minister of Labour

(the "Province")

Address: PO BOX 9594, Stn. Prov. Govt, Victoria BC V8W 9K4

Fax Number:

Email Address:

(each, a "party" and collectively the "parties")

THIS AGREEMENT INCLUDES:

- The terms and conditions set out on pages 1 - 3
- SCHEDULE A - SERVICES
- SCHEDULE B - FEES AND EXPENSES

The Province wishes to retain the Contractor to provide the services specified in Schedule A (the "Services"), in consideration for the remuneration set out in Schedule B, on the terms and conditions set out in this Agreement. As a result, the Province and the Contractor agree as follows:

1 SERVICES AND TERM

- 1.1 The Contractor must provide the Services in accordance with this Agreement. The Contractor must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 The Contractor must comply with any reasonable instructions (in writing or otherwise) given from time to time by the Province to the Contractor as to the performance of the Services.
- 1.6 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor in connection with providing the Services.
- 1.7 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.
- 2.2 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 as described in Schedule B.
- 2.3 The Province may withhold from any payment due to the Contractor an amount sufficient to indemnify the Province against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
- 2.4 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.
- 2.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 2.6 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.

3 INDEMNITY

- 3.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damage awards, actions, causes of action, costs or expenses 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, including any claim of infringement of third-party intellectual property rights, where the same or any of them are directly or indirectly caused or contributed to by any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors in connection with this Agreement.

2 PAYMENT

- 2.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor the fees and any expenses and applicable taxes described in Schedule B. The Province is not obliged to pay the Contractor more than the "Maximum Amount" specified in Schedule B.



4 MATERIAL & FURTHER OBLIGATIONS

- 4.1 In this Agreement, "Material" means records (as defined in the *Interpretation Act*) and other material, whether complete or not, that the Contractor produces or receives from the Province as a result of this Agreement. "Incorporated Material" means any material owned solely by the Contractor that is embedded or incorporated into the Material by the Contractor.
- 4.2 The Contractor must not include in any Material produced by the Contractor, or otherwise provide to the Province, any material owned by a third-party.
- 4.3 The Province exclusively owns all property rights (including all intellectual property rights) in the Material, other than any intellectual property rights in any incorporated Material. The Contractor must deliver any Material to the Province immediately upon the Province's request.
- 4.4 Upon any incorporated Material being embedded or incorporated into the 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 4.4(a).
- 4.5 Upon the Province's request in relation to any Material produced by the Contractor, 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) may have in such Material and that confirm the vesting in the Province of the copyright in any such Material.
- 4.6 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor (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; or
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement.
- 4.7 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 make any public announcement relating to this Agreement.
- 4.8 The Contractor must maintain time records and other documentation in support of fees and expenses in relation to this Agreement, in form and content satisfactory to the Province and for a period of not less than seven years after this Agreement ends.
- 4.9 Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Contractor is responsible for obtaining and maintaining during the Term any insurance that:
- (a) it is required to have by law; and
 - (b) a prudent person providing services similar to the Services in British Columbia would hold to cover the risks or potential risks that may arise as a result of entering into this Agreement.
- 4.10 Without limiting the generality of section 1.7, the Contractor must 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.
- 4.11 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.
- 4.12 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 4.10 and 4.11.
- 4.13 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not an employee, partner or agent of the Province. The Contractor must not act or purport to act contrary to this section, including by not committing or purporting to commit the Province to pay any money. The Contractor must not do anything that would result in the Contractor's personnel being considered employees of the Province.
- 4.14 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights and obligations under this Agreement.
- 4.15 The Contractor must not subcontract any of the Contractor's obligations under this Agreement.
- 4.16 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.

5 TERMINATION

- 5.1 The Province may terminate this Agreement for any reason, by giving at least 10 days' written notice of termination to the Contractor.
- 5.2 If the Contractor fails to perform any of its obligations under this Agreement, the Province may terminate this Agreement immediately by giving written notice to the Contractor. Nothing in this section limits the Province's ability to pursue any other available remedies or actions.

**6. GENERAL**

- 6.1 All disputes arising out of or in connection with this Agreement must, if the parties cannot resolve the dispute through collaborative negotiation within 15 business days of the dispute arising, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its Domestic Commercial Arbitration Shorter Rules of Procedure and held in Victoria, British Columbia.
- 6.2 To be effective, notice given or provided under sections 4.14, 5.1, 5.2 or 6.2 must be in writing and delivered:
- (a) by fax to the addressee's fax number specified on the 1st 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 1st page of this Agreement, in which case it will be deemed to be received on the day of delivery; or
 - (c) by prepaid post to the addressee's address specified on the 1st page of this Agreement, in which case if mailed during a period when normal postal services prevail, it will be deemed to be received on the 5th business day after its mailing.
- Either party may from time to time give notice to the other party of a substitute address or fax number for purposes of this section.
- 6.3 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.
- 6.4 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.
- 6.5 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.
- 6.6 Sections 1.6, 1.7, 2.1 to 2.4, 3.1, 4.2 to 4.6, 4.8, 4.9, 4.12, 4.13, 5.2, 6.1, 6.2, 6.6, any accrued but unpaid payment obligations, and any other sections of this Agreement 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, even after this Agreement ends.
- 6.7 The schedules to this Agreement (including any documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 6.8 Time is of the essence in this Agreement and will remain of the essence after any modification of this Agreement, whether or not expressly restated.
- 6.9 A provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a Schedule, and a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a Schedule.
- 6.10 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 the exercise by the Province or its agencies of any power or duty.
- 6.11 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.
- 6.12 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.
- 6.13 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
- 6.14 In this Agreement:
- (a) unless the context otherwise requires, (i) references to sections by number are to sections of this Agreement and (ii) words expressed in the singular include the plural and vice versa;
 - (b) unless otherwise specified, a reference to a statute means the statute of British Columbia by that name, as amended or replaced from time to time;
 - (c) the headings have been inserted for convenience of reference only; and
 - (d) "person" includes an individual, partnership, corporation or legal entity of any nature.

EXECUTION AND DELIVERY OF AGREEMENT: 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 6.2 or any other method agreed to by the parties. The parties have executed this Agreement as follows:

<p>SIGNED on <u>this 14th day of November</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>Mark Thompson</u></p> <p>Signature(s)</p> <p><u>Mark Thompson</u></p> <p>Print Name(s)</p> <p><u>Contractor</u></p> <p>Print Title(s)</p>	<p>SIGNED on <u>Nov. 21 / 17</u> on behalf of the Province by its duly authorized representative:</p> <p><u>John Blakely</u></p> <p>Signature</p> <p><u>John Blakely</u></p> <p>Print Name</p> <p><u>Executive Director, Labor Policy and Legislation</u></p> <p>Print Title</p>
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SCHEDULE A - SERVICES

Ministry Contract No. SC FWC 003

PART 1. TERM:

1. The term of this Agreement commences on November 14, 2017 and ends on February 15, 2018, unless terminated earlier in accordance with this Agreement.

PART 2. SERVICES:

Services / Deliverables / Milestones

1. The Contractor must:
Provide a paper analyzing the minimum wage for farm workers who are paid piece rates for hand harvested crops in B.C.. This is to aid the Fair Wage Commission in its task of advising the Ministry of Labour on how and when to reach a minimum wage of \$15/hour in B.C., and how to treat increases in the minimum wage once the \$15/hour has been reached.

The Commission is interested in 1) maintaining consistency in minimum wages and if possible determining if the piece rate is equivalent to the general minimum wage; 2) determining the rationale for increasing the minimum wage for farm workers paid piece rates in the future

Reporting requirements:

2. The Contractor must:
 - Analyze the history of the minimum wage for workers hand harvesting crops in B.C.
 - Review and analyze literature that is pertinent to this group of workers
 - Show how the increases in the minimum wage for this group of workers compares with the increases in the general minimum wage over time
 - Compare the minimum wage regime for farm workers paid piece rates in B.C. with elsewhere in Canada and other jurisdictions as appropriate
 - Analyze the characteristics of these farm workers with specific reference to gender, age, and any other characteristics that are available. This should make distinctions by location and type of crops harvested, when possible
 - Where possible analyze the effect of changing the minimum wage on employment in this industry to determine its effect on both the employers and the workers
 - Prepare a written report for the Commission of approximately 7000 words that will be due by January 31, 2018
 - Provide the Report in a form that would be suitable for public distribution and that can be easily read by the general public. Distribution of the report is likely to happen after the decision on the changes to the minimum wage rates have occurred. It is likely that it will be posted on the Fair Wage Commission website

PART 3. RELATED DOCUMENTATION:

Not applicable

PART 4. KEY PERSONNEL:

1. The Contractor must cause the following individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing:

Not Applicable

2. The Province's key personnel are:

Not Applicable



SCHEDULE B - FEES AND EXPENSES

Ministry Contract No. SC PWC 003

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$5,000.00 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 payable by the Province under law or agreement with the relevant taxation authorities on such fees and expenses).

2. FEES:

The maximum amount of Fees for this agreement is \$5,000.00

Fees: \$5,000.00 for performing the Services during the Term.

3. EXPENSES:

Not Applicable

4. STATEMENTS OF ACCOUNT:

In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor 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 all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. 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.