

FOI REQUEST - MOE-2015-51402
Ministry of Environment
April 1st 2014 - March 31st 2015

Name of Contractor	Dollar Amount of Contract	Division	Description of Services
ACTUAL MEDIA INC	\$15,000.00	Water Protection and Sustainability	CANADIAN WATER SUMMIT -contribute to the Canadian Water Summit which promotes shared water stewardship and knowledge transfer about water management science. The conference offers expert plenary sessions and panel presentations filled with case studies, real world projects and positive examples of nexus opportunities that exist for water and energy which benefit government, industry and First Nations

Tyson, Greg ENV:EX

From: Tyson, Greg ENV:EX
Sent: Wednesday, February 25, 2015 11:48 AM
To: CSNR Transfer Payments CSNR:EX
Subject: FW: Canadian water summit conference grant

Hello

This message is to confirm that the issues identified in your message below are resolved. **Responses in bold text.**

- Legal name of recipient must be the same on both the Request for Government Transfer (NRS1407) and Grant Agreement (NRS1408), amend the RFGT form to reflect Recipient's correct legal name. **All forms updated to indicate Actual Media Inc. is the legal name of the recipient.**
- Funding is identified as a fiscal 15/16 allocation. Ensure your financial approval(s) are in place in order to commit the Ministry to an advance due in the next fiscal's budget and evidenced on the legal file. **Funding will come from fiscal 14/15. Forms have been updated accordingly.**
- The Grant Agreement Schedule B indicates that funds will be advanced upon signing of the Agreement. As the funds are schedule to be advanced in the next fiscal (2015/2016) budget please ensure the agreement is also entered into by both parties in the new fiscal, on or after April 1, 2015 or Schedule B, 2. is revised to include a firm date that is after March 31, 2015. **Funding will come from fiscal 14/15. Forms have been updated accordingly.**

Thank you for your assistance.

Greg Tyson
Water Protection & Sustainability Branch
PO BOX 9362 STN PROV GOVT
VICTORIA, BC
V8W 9M2

250 356 9294

From: CSNR Transfer Payments CSNR:EX
Sent: Monday, February 16, 2015 11:25 AM
To: Tyson, Greg ENV:EX
Subject: FW: Canadian water summit conference grant

Hi Greg,

I have reviewed the Government Transfer (RFGT) and the Actual Media Inc. grant where the MOE contribution of \$15k will assist in the delivery costs of the Summit which is to be held in Vancouver in June of 2015. I have the following comments for your action:

- Legal name of recipient must be the same on both the Request for Government Transfer (NRS1407) and Grant Agreement (NRS1408), amend the RFGT form to reflect Recipient's correct legal name.
- Funding is identified as a fiscal 15/16 allocation. Ensure your financial approval(s) are in place in order to commit the Ministry to an advance due in the next fiscal's budget and evidenced on the legal file.

- The Grant Agreement Schedule B indicates that funds will be advanced upon signing of the Agreement. As the funds are schedule to be advanced in the next fiscal (2015/2016) budget please ensure the agreement is also entered into by both parties in the new fiscal, on or after April 1, 2015 or Schedule B, 2. is revised to include a firm date that is after March 31, 2015.

Subject to my comments above, your revisions and providing that the funding is approved, **this Government Transfer complies with Government Financial Policy.**

Please note: Once you get the approval signatures on the attached RFGT and send the Grant to the Recipient for signature, be sure to convert the Grant to a PDF document if you are emailing.

Regards,

Gay Nejedly, PCMP Cert.
Contract Procurement Specialist | Policy and Compliance | [Financial Services](#)
Phone (250) 356-1842
[Corporate Services for the Natural Resource Sector](#)
Contract Inquiries mail to: CSNR.ContractSupport@gov.bc.ca
Transfer Payment Inquiries mail to: [CSNR Transfer Payments](#)

Contract Procurement Information: [Contract Procurement homepage](#)
Government Transfers Information: [Policy and Forms](#)

The advice and/or recommendation in this message is based on information and documentation provided by your office. This communication, both the message and attachments, are intended only for the use of the person(s) to whom it is addressed.

From: Tyson, Greg ENV:EX
Sent: Thursday, February 12, 2015 3:08 PM
To: CSNR Transfer Payments CSNR:EX
Subject: Canadian water summit conference grant

Please find attached for review a grant proposal (email), request for government transfer form and grant agreement for the Canadian Water Summit event.

Thank you

Greg Tyson
Water Protection & Sustainability Branch
PO BOX 9362 STN PROV GOVT
VICTORIA, BC
V8W 9M2

250 356 9294



Natural Resource Sector

REQUEST FOR GOVERNMENT TRANSFER

MINISTRY & TRANSFER PAYMENT IDENTIFICATION

MINISTRY:	ENVIRONMENT		BRANCH	Water Protection & Sustainability	
BRANCH CONTACT NAME:	Lynn Kriwoken		DIVISION:	ES&SP	
PROJECT TITLE:	Canadian Water Summit		PHONE:	250-387-9446	
START DATE:	March 06, 2015	END DATE:	March 31, 2016	TOTAL AMOUNT:	\$15,000.00

RECIPIENT IDENTIFICATION

LEGAL NAME OF RECIPIENT:	Actual Media Inc.			
ADDRESS:	Actual Media Inc. 147 Spadina Ave., #208 TORONTO, ONTARIO M5V 2L7			
REPRESENTATIVE'S NAME:	Todd Latham	DATE OF REQUEST November 21, 2014		
E-MAIL:	TODD@WATERCANADA.NET TODD@ACTUALMEDIA.CA	PHONE:	416-444-5842, x. 111 CELL: s.22	FAX:

PROJECT DETAILS

PURPOSE OF PROJECT:	Project/Event
DESCRIPTION OF THE PROJECT, OBJECTIVES AND EXPECTED OUTCOMES: EXAMPLE: • HOW THE TRANSFER SUPPORTS THE SERVICE PLAN • TARGETED CLIENT GROUP	<p>The Canadian Water Summit is Canada's national conference that convenes leaders from diverse stakeholder groups to share best practices and to collaborate on achieving a united mission: a sustainable water future for Canada.</p> <p>The 2015 Canadian Water Summit theme is The Energy of Water - <i>Exploring Nexus Opportunities</i>. The conference will offer expert plenary sessions and panel presentations filled with case studies, real world projects and positive examples of nexus opportunities that exist for water and energy which benefit government, industry and First Nations.</p> <p>The MOE contribution will assist in the delivery costs of the Summit. The event will promote shared water stewardship and knowledge transfer about water management science, goals that align with Ministry of Environment Service Plan commitments.</p>
PARTNERSHIPS INVOLVED:	Other sponsors of the Summit currently include Simon Fraser University, the CWWA, and the BCWWA. Summit advisors include the POLIS Project on Ecological Governance, Fraser Basin Council and the Okanagan Basin Water Board.
MINISTRY'S ROLE:	Organizers of the event have requested the Minister to provide the opening remarks at the Canadian Water Summit on June 25th 2015 in Vancouver, BC. The Ministry's role as a "Gold" level sponsor would involve attendance (one VIP seat, 4 other registrations), participation (keynote address by the Minister, speaker/moderator), and presence (signage, recognition and exhibit space).
WHAT MONITORING IS IN PLACE? EXAMPLE: • PERFORMANCE TARGETS • MILESTONES	Sponsorship entitles the Ministry to a "Post-Summit Sponsorship Report". In addition, feedback on the success of the summit can be provided by Ministry participants.
WHAT ARE THE SUCCESS CRITERIA?	Ministry presence (speaker(s), moderator, participants), Ministry signage/recognition and delivery of water program messaging via ministry presence/exhibition space.
RECEIVING ENTITY IS:	<input type="checkbox"/> WITHIN GOVERNMENT REPORTING ENTITY <input checked="" type="checkbox"/> OUTSIDE GOVERNMENT REPORTING ENTITY

TRANSFER TYPE AND SELECTION PROCESS

☒ **GRANT -STOB 77**

☐ **SHARED COST ARRANGEMENT-STOB 80**

Choose an item.

DESCRIBE THE PROCEDURE
TAKEN TO ENSURE THE
SELECTION PROCESS WAS FAIR,
OPEN AND TRANSPARENT.

N/A Ministry was solicited on November 21 2014 to consider "renewing your partnership with the Canadian Water Summit in 2015".

SELECT THE CODE THAT REFLECTS THE
PROCUREMENT PROCESS USED. CLICK
[HERE](#) FOR FULL CODE DESCRIPTIONS.

602 Other - Grants and Entitlements

BUDGET

ACCOUNT CODING	CLIENT (MINISTRY) 048	RESPONSIBILITY 295CA	SERVICE LINE 30651	STOB 77	PROJECT 2900000
PAYMENT METHOD	'D' CHEQUE				
FUNDING SOURCE:	<input checked="" type="checkbox"/> Base Budget <input type="checkbox"/> Contingency <input type="checkbox"/> Special Account <input type="checkbox"/> Other <input type="checkbox"/> Funding is available within the division <input type="checkbox"/> Funding is not available within the division but approved within the Ministry Treasury Board Approval Number # <input type="checkbox"/> Funding is recoverable Recovery Source: Recovery Amount \$				
BUDGET BREAKDOWN:	\$15,000.00 FY2014/15 \$ FY \$ FY				
GST APPLICABLE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		VOTE	Choose an item.	

RECIPIENT CAPACITY

DESCRIBE HOW YOU HAVE
DETERMINED THERE IS NO
MISLEADING INFORMATION IN
THE APPLICATION?

The Summit organizers have a record of successful delivery of large conference events focussed on water and have worked successfully with corporate and government sponsors in the past.

DESCRIBE THE RECIPIENT'S
CAPACITY TO COMPLETE THE
PROJECT OR REPAY THE FUNDS
IF THE STIPULATIONS ARE NOT
MET?

The 2015 Canadian Water Summit will be the 6th annual summit in this series. Organizers have a proven track record of delivering this event in the past.

DOES THE MANDATE OF THE
RECIPIENT ALIGN WITH THE
INTENT OF THE TRANSFER?

Yes.

RISKS

IDENTIFY RISKS AND STEPS
TAKEN TO MITIGATE THE RISKS:
EXAMPLE:
FINANCIAL, SAFETY, PUBLIC
RELATIONS ETC.

None. The event organizers have a proven track record of delivering the Canadian Water Summit.

RISK OF NOT PROCEEDING:

N/A. Not proceeding will mean a missed opportunity to establish relationships and communicate information on the Ministry's water program, legislation and regulations to an audience of water professionals and interests that would directly benefit from this information.

OTHER CONSIDERATIONS:

☒ THE TRANSFER WILL NOT ADVERSELY AFFECT EXISTING INDUSTRY
☒ THE TRANSFER WILL NOT CREATE A CONFLICT OF INTEREST BETWEEN PARTIES

APPROVAL

POLICY REVIEW COMPLETED AND ATTACHED ☒

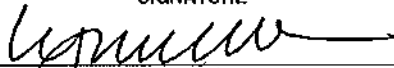
BUDGET REVIEW COMPLETED ☐

CHIEF FINANCIAL OFFICER
NAME: Michael Lord


SIGNATURE


Feb. 26/15
DATE

EXPENSE AUTHORITY
NAME: Lynn Kriwoken


SIGNATURE

2015.02.25
DATE

ASSISTANT DEPUTY MINISTER (PROGRAM)
NAME: Mark Zacharias


SIGNATURE

Feb 27, 2015
DATE



Natural Resource Sector

**GOVERNMENT TRANSFER –
GRANT AGREEMENT**

Agreement #: TP16JHQ-001

Project Title: CANADIAN WATER SUMMIT

THIS AGREEMENT dated for reference the 5th day of March, 2015.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the Minister of Environment

(the "Province")

AND

Actual Media Inc.
147 Spadina Ave., #208
Toronto, Ontario M5V 2L7

(the "Recipient")

The parties to this Agreement agree as follows:

SECTION 1 - DEFINITIONS

1. Where used in this Agreement

- (a) "Financial Contribution" means the total aggregate value stipulated in Schedule B;
- (b) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Recipient as a direct result of this Agreement, but does not include
 - I. personal Information which could reasonably be expected to reveal the identity of clients;
 - II. property owned by the Recipient;
- (c) "Project" means the project described in Schedule A;
- (d) "Services" means the services described in Schedule A;
- (e) "Term" means the duration of the Agreement stipulated in Schedule A;
- (f) "Third Party" means any person or entity or its officers, employees or agents, other than a party to this Agreement that is involved in the delivery of the Services.
- (g) "Refund" means any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement.

SECTION 2 - APPOINTMENT

The Recipient must carry out and complete the Project described in Schedule A and may use the Province's funding only for the purpose specified in Schedule A.

SECTION 3 – PAYMENT OF FINANCIAL CONTRIBUTION

Subject to the provisions of this Agreement, the Province must pay the Recipient the amount, in the manner, and at the times set out in Schedule B.

The Province has no obligation to make the Financial Contribution unless the Recipient has complied with the criteria set out in Schedule A.

The Province's obligation to make the Financial Contribution is subject to

- (a) sufficient monies being available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

The previous paragraph continues in force indefinitely, even after this Agreement expires or is terminated.

The Recipient is responsible for any Provincial Sales Tax (PST) and Goods and Services Tax (GST) and any other charges for which the Province has not expressly agreed to accept responsibility under the terms of this Agreement.

The Recipient must declare any amounts owing to the government under legislation or an agreement. Amounts due to the Recipient under this Agreement may be set-off against amounts owing to the government.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to the Province, with the intent that the Province rely on it in entering into this Agreement, that

- (a) all information, statements, documents and reports furnished or submitted by the Recipient to the Province in connection with this Agreement are true and correct;
- (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Recipient's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
- (c) the Recipient is not in breach of, or in default under, any law of Canada or of the Province of British Columbia applicable to or binding on it.

All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated by it are deemed to be representations and warranties by the Recipient under this Agreement.

All representations, warranties, covenants and agreements made in this Agreement and all certificates, applications or other documents delivered by or on behalf of the Recipient are material, have been relied on by the Province, and continue in effect during the continuation of this Agreement.

SECTION 5 - INDEPENDENT RELATIONSHIP

No partnership, joint venture, agency or other legal entity is created by this Agreement or by any actions of the parties pursuant to this Agreement.

The Recipient is independent and neither the Recipient nor its servants, agents or employees are the servants, employees, or agents of the Province.

The Recipient must not commit or purport to commit the Province to the payment of money to anyone.

SECTION 6 – RECIPIENT’S OBLIGATIONS

The Recipient must

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule A;
- (b) comply with the payment requirements set out in Schedule B, including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) unless agreed otherwise, supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (f) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement;
- (g) co-operate with the Province in making the public announcements regarding the Services and the details of this Agreement that the Province requests; and
- (h) acknowledge the financial contribution made by the Province to the Recipient for the Services in any Materials, by printing on each of the Materials the following statement:

"We gratefully acknowledge the financial support of the Province of British Columbia"

SECTION 7 - RECORDS

The Recipient must

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province; and
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, on reasonable notice, to enter any premises used by the Recipient to deliver the Services or keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement.

The Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Recipient.

SECTION 8 - REPORTS/STATEMENTS AND ACCOUNTING

At the sole option of the Province, any portion of the funds provided to the Recipient under this Agreement and not expended at the end of the Term

- (a) must be returned by the Recipient to the Minister of Finance;
- (b) may be retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
- (c) may be deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 9 - CONFLICT OF INTEREST

The Recipient must not, during the Term, perform a service for or provide advice to any person if the performance of that service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to the other person.

SECTION 10 - CONFIDENTIALITY

The Recipient must treat as confidential all information and material supplied to or obtained by the Recipient, or any Third Party, as a result of this Agreement. The Recipient must not, without the prior written consent of the Province, permit its disclosure, except as required by applicable law or to the extent that the disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

SECTION 11 - DEFAULT

Any of the following events constitute an Event of Default:

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;
- (e) a change occurs with respect to any one or more, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act* (Canada) is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed;
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment.

SECTION 12 - TERMINATION

Upon the occurrence of any Event of Default and at any time after that the Province may, despite any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under the last paragraph of Section 12 of this Agreement discharges the Province of all liability to the Recipient under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default;

- (e) pursue any other remedy available at law or in equity.

The Province may also terminate this Agreement on 30 days written notice, without cause.

The payment of the amount required under the last paragraph of Section 12 of this Agreement discharges the Province of all liability to the Recipient under this Agreement.

If this Agreement is terminated before 100% completion of the Project, the Province must pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Project completed to the satisfaction of the Province prior to termination.

SECTION 13 – DISPUTE RESOLUTION

The Parties agree to first refer any matter in dispute under this Agreement to senior officers of the Parties. If the matter cannot be resolved, they must submit it to a mediator as agreed upon by both Parties. The Parties must bear equally the expenditures directly related to the mediation process.

SECTION 14 – INSURANCE AND INDEMNITY

Insurance

Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Recipient must obtain and maintain insurance which it is required to have by law and insurance which a prudent businessperson conducting similar operations would obtain and maintain to cover the risks it has assumed or may encounter as a result of entering into this Agreement or providing the Services during the Term.

If applicable, the Recipient must ensure the Province is added as an additional insured on insurance policies of the Recipient and Third Parties.

Within 10 business days of obtaining each relevant policy of insurance, and from time to time if requested by the Province, the Recipient must provide to the Province evidence of the insurance in the form of a completed Province of British Columbia Certificate of Insurance. If requested by the Province at any time, the Recipient must provide to the province certified true copies of the relevant insurance policies.

The Recipient must require and ensure that each Third Party maintains insurances comparable to those required above.

Indemnity

The Recipient must indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, if the same or any of them are based on, arise out of or occur, directly or indirectly, by reason of any act or

omission of the Recipient, or of any agent, employee, officer, director or Third Party pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 – ASSIGNMENT AND SUB-CONTRACTING

The Recipient must not, without the prior, written consent of the Province

- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
- (b) sub-contract any obligation of the Recipient under this Agreement.

No sub-contract entered into by the Recipient relieves the Recipient from any of its obligations under this Agreement or imposes on the Province any obligation or liability arising from it.

This Agreement binds the Province and its assigns and the Recipient and the Recipient's successors and permitted assigns.

SECTION 16 - REPAYMENT OR REDUCTIONS

An amount paid by the Province to the Recipient or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement is repayable to the Province and until repaid constitutes a debt due to the Province.

If for any reason, the Project is not completed to the satisfaction of the Province, the Recipient must repay to the Province the Province's Financial Contribution (or any part which has been paid to the Recipient) under this Agreement, within 30 days of receipt by the Recipient of a written request for repayment from the Province.

SECTION 17 – OTHER FUNDING

If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient must immediately provide the Province with full details.

SECTION 18 - NOTICES

If in this Agreement any notice or other communication is required to be given by any of the parties, it must be given in writing. It is effectively given

- (a) by delivery to the address of the party set out below, on the date of delivery; or,
- (b) by pre-paid registered mail, to the address of the party set out below, on the fifth business day after mailing;

- (c) by facsimile, to the facsimile number of the party, mentioned in this Agreement, on the date the facsimile is sent; or
- (d) by e-mail, to the e-mail address of the party, mentioned in this Agreement, on the date the e-mail is sent.

The contact details of the parties are

Province: Greg Tyson,
Ministry of Environment
Water Protection and Sustainability Branch
395 Waterfront Crescent
VICTORIA, BC, V8T 5K7
greg.tyson@gov.bc.ca
tel (250) 356 9294, fax (250) 387-8894

Recipient: Actual Media Inc.
147 Spadina Ave., #208
Toronto, Ontario M5V 2L7
Todd@watercanada.net
tel (416) 444-5842, x. 111

The address, phone number, facsimile number, or email set out above may be changed by notice in the manner set out in this provision.

SECTION 19 - NON-WAIVER

No term or condition of this Agreement and no breach by the Recipient of any term or condition is waived unless the waiver is in writing signed by the Province and the Recipient.

A written waiver by the Province of any breach by the Recipient of any provision of this Agreement is not a waiver of any other provision or of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 – ENTIRE AGREEMENT

This Agreement including the Schedules constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 21 - MISCELLANEOUS

Changes to this Agreement are only effective if made in writing and by both parties.

All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, survive any expiration or sooner termination of this Agreement.

Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province to or for anything related to the Project that by law, the Recipient is required to obtain unless it is expressly stated to be.

SECTION 22 - ACCEPTANCE

The Recipient indicates its agreement by dating and executing both copies of this Agreement in the space and manner indicated below and returning them to the contact shown above, free of any conditions. In signing or executing below, the Recipient is committing to a binding agreement.

IN WITNESS OF WHICH the parties have duly executed this Agreement as of the
5 day of March, 2015.

SIGNED AND DELIVERED on behalf of the Recipient



Signature of Recipient's Signing Authority

Todd Latham, President

Printed Name & Title of Recipient's Signing Authority

Mar. 5, 2015

Date

SIGNED AND DELIVERED on behalf of the Province,



Signature of Province's Signing Authority

LYNN KRUSKEN, Exec Dir, MOE.
Printed Name & Title of Province's Signing Authority

March 9 / 2015
Date

SCHEDULE A – SERVICES

The Project

TERM

Notwithstanding the date of execution of this Agreement, the term of this Agreement starts on 06 March 2015 and ends on 31 March 2016.

PROJECT

This project will provide financial support to the Canadian Water Summit, which is a national conference in Canada that convenes leaders from diverse stakeholder groups to share best practices and to collaborate on achieving a united mission: a sustainable water future for Canada.

PURPOSE & EXPECTED RESULTS

The event will promote shared water stewardship and knowledge transfer about water management science, goals that align with Ministry of Environment Service Plan commitments.

DELIVERABLES

Successful delivery of the Canadian Water Summit event, which will be held on June 25, 2015.

REPORTING REQUIREMENTS:

Financial Reporting:

Interim Reporting

The Recipient must provide an accounting for the use of funds upon written request by the Province.

Annual Reporting

The Recipient must, no later than 30 days after the end of each the Term, provide an annual financial report including

- an annual Project income and expenditure summary which identifies all sources and use of the Project funds during the Term;
- a statement detailing the use of the Province's contributions provided during the Term, including an explanation of any financial variances.

Final Reporting

Following completion of the Project the Recipient must, no later than 30 days after the end of the Term, provide a final financial report including

- a Project income and expenditure summary which identifies all sources and use of the total Project funds over the duration of the entire Agreement;
- a statement detailing the use of the Province's contributions provided over the duration of the entire Agreement, including an explanation of any financial variances.

Certification / Attestation

All financial reports submitted by the Recipient must be certified by a senior officer of the Recipient's organization (such as a CEO or CFO) attesting to the correctness and completeness of the financial information provided.

Project Reporting

Ongoing Communication

The Recipient must make all reasonable efforts to respond to ad-hoc requests by the Province for information on Project progress. The Recipient must also advise the Province immediately of any substantial events that could impact the Project timeline.

Final Reporting

Following completion of the Project the Recipient must, no later than 30 days after the end of the Term, provide a Project performance report with Project highlights, description of outcomes with respect to results set out in Schedule A, quantitative and qualitative description of the accomplishments / success of the Project; challenges faced and solutions found, information on results (negative or positive) that were not anticipated, and lessons learned.

SCHEDULE B
FINANCIAL CONTRIBUTION

PAYMENTS

1. The Province agrees to provide to the Recipient a maximum amount of \$15,000.00 during the Term of the Agreement.
2. Payment of \$15,000.00 must be made upon signing of this Agreement by both Parties.