

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: C20PREM1544
Requisition No.: _____
Solicitation No.(if applicable): _____
Commodity Code: _____

Contractor Information

Supplier Name: Nathan Cullen
Supplier No.: s.22 SITE 001
Telephone No.: 250-877-1278
E-mail Address: s.22
Website:

Financial Information

Client: _____
Responsibility Centre: _____
Service Line: _____
STOB: _____
Project: _____

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SCHEDULE A – SERVICES

- Part 1 - Term
- 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 20th day of January, 2020.

BETWEEN:

Nathan Cullen (the "Contractor") with the following specified address:

s.22

PO Box 1083

Smithers, British Columbia V0J 2N0

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by
The Office of the Premier (the "Province") with the following specified address:

PO Box 9041 Stn Prov Govt

Victoria, British Columbia V8W 9E1

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

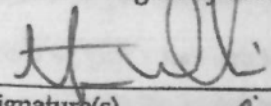
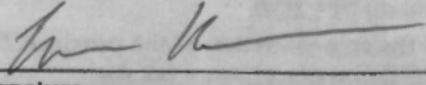
14.1 In this Agreement:

- (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:

| | |
|---|---|
| <p>SIGNED on the <u>28</u> day of <u>JANUARY</u>, 20<u>20</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>NATHAN CULLEN</u></p> <p>Print Name(s)</p> <p>_____</p> <p>Print Title(s)</p> <p>_____</p> | <p>SIGNED on the <u>28</u> day of <u>JANUARY</u>, 20<u>20</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Christine Kennedy</u></p> <p>Print Name</p> <p><u>Associate Deputy Minister</u></p> <p>Print Title</p> <p>_____</p> |
|---|---|

Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on January 20th, 2020 and ends on January 31st, 2020.
2. At the sole discretion of the province, the initial term in section 1 of this Part 1 may be extended for two addition terms of one week each.

PART 2. SERVICES:

The Contractor will provide the Services as follows:

To support peaceful resolution, working with the Wet'suwet'en Denezh and Tsakozeh, Royal Canadian Mounted Police, Coastal GasLink, and other organizations, the Contractor will act as an intermediary with the Provincial Government by providing fact-finding, facilitation, and analysis services.

Outputs

The Contractor must:

1. Act as a neutral intermediary.
2. Undertake fact-finding with all organizations, including the Wet'suwet'en Denezh and Tsakozeh, Royal Canadian Mounted Police, Coastal GasLink, and other organizations, regarding the negotiation of a process and/or agreement to peacefully de-escalate matters arising from the court-ordered interlocutory injunction regarding access to the Morice West Forest Service Road.
3. Facilitate and report on immediate and short-term measures intended to build trust and advance progress that ensures the safety of all.
4. Provide advice in relation to future reconciliation initiatives, including how they may need to be structured for success,
5. Provide regular verbal and/or written reports, and act on advice and instructions from the Ministry Lead.
6. Support external communications and briefings, as required.
7. Perform other duties or tasks as reasonably request by the Ministry Lead.

Inputs

The Contractor must:

1. Arrange for personal travel.
2. Provide briefings to the Province Executive, Ministers and others as required to provide information and seek instructions.

Outcomes

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

1. Peaceful resolution of actions leading to the compliance of court orders.
2. Improve and strengthen the government-to-government relationship with the Wet'suwet'en Denezh and Tsakozeh to advance mutually-beneficial reconciliation.

3. Durable representation of the Wet'suwet'en Nation in a harmonious nation-to-nation relationship with the Province of British Columbia;

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Contractor will provide verbal reporting weekly, or more often as circumstances dictate, to Chief of Staff Geoff Meggs, Deputy Minister of Ministry of Indigenous Relations and Reconciliation (MIRR) Doug Caul, Special Advisor Don Bain and other officials as designated. A brief written summary of his engagements will be submitted at the end of the work.

PART 3. RELATED DOCUMENTATION:

- | | |
|---|----------|
| 1. The following are Appendices to this Schedule A: | |
| Appendix 1 – Sample Invoice | ATTACHED |
| Appendix 2 – Ministry Invoice Payment Policy | ATTACHED |
| Appendix 3 – Group 2 Rates – Expenses for Contractors | ATTACHED |
| Appendix 4 – Sample Expense Claim template | ATTACHED |
| Appendix 5 – Lobbying Notice to Contractors | ATTACHED |

PART 4. KEY PERSONNEL:

Not applicable.

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$25,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$250 per hour to a maximum amount of \$2,000 per day, and to a maximum amount of \$20,000 for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: must not exceed a maximum amount of \$5,000 for those expenses during the Term when the Contractor provides the Services:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from^{s.22}
s.22 Smithers, British Columbia on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. 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 in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for the period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (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

Not applicable.

Schedule F – Additional Terms

Not applicable.

Schedule G – Security Schedule

Definitions

1. In this Schedule:

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

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

Additional obligations

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

PERSONNEL

Confidentiality agreements

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

Personnel security screening

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

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

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

Security contact

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

Supply chain

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

GENERAL POLICIES AND PRACTICES

Information security policy

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

Compliance and Standard for Security Controls

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

Contractor security risk assessments

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

Change control and management

13. The Contractor must:

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

Backups and restores

14. The Contractor must ensure that:

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

Business continuity plan and disaster recovery plan

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

Security Incident Response and Management

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

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:

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

No storage on unencrypted portable media

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

Encryption standard

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

Isolation controls and logical isolation of data

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

ACCESS AND AUTHENTICATION

User Identifiers

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

Access

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

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

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

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

Separation of production from test environments

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

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and

- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

48. The Contractor must:

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

Application firewall

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

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

Management network

50. The Contractor must ensure that for any Systems:

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

Remote management and secure access gateway

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

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;

- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
 - (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).
53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

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

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

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

Patching

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

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
- (a) with any identified vulnerabilities remedied, before being placed into production; and

- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

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

Antivirus and malware scanning

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

DISPOSALS

Asset disposal

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

Asset management

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

Information destruction and disposal

- 66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

- (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

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

E-discovery and legal holds

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

Incidents

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

Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and

(d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

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

Notification of changes

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

Compliance verification

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

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars

of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

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

Referenced documents

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

Survival

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

Schedule G – Appendix G1 – Additional Security Obligations

Not applicable.

INVOICE PAYMENT POLICY FOR SERVICE CONTRACT INVOICES

The Ministry of Finance pays service contract invoices as follows:

- These time frames apply to **correctly submitted** invoices only. Refer to "Invoice Instructions for Contractors" for a listing of invoice requirements.
- It is our expectation that your monthly invoice will be **processed by the program area in 5 working days**. It will then be forwarded to the central Accounts Office for payment processing. Contractors should expect to receive a cheque in the mail approximately 30 days from the date the invoice is received in the Accounts Office.
- Payments are processed by the central Accounts Office on a "first in, first out" basis. Requests for special treatment cannot be accommodated.
- Cheques will be mailed directly to the contractor at the address shown on the invoice. Note that this address must match the address on the contract.

Billing Frequency

Contractors must submit invoices no more than once a month.

Interest

Interest is automatically paid effective 61 days after the date the invoice or services are received (whichever is later) at the government mailing address shown on the contract. Interest under \$5.00 will not be paid. Interest is paid at provincial government rates.

Direct Deposit of Cheques

Service contractors may complete an application form for "EFT" (Electronic Funds Transfer) so that cheques are automatically deposited to their bank account. However, the EFT process may add up to 3 working days to the time frames shown above. This extra time is required by financial institutions to ensure EFT payments are processed.

Prepared by Financial Services and Administration,
Ministry of Ministry of Finance
November 6, 2003

If company letterhead is not used, the invoice must be signed by the contractor

ABC Consulting Ltd.

123 Anywhere Street
Anytown, British Columbia
V6H 3H1
Phone 123-456-7890
Fax 123-456-7891

The name and address of the contractor must match the full legal name and address shown on the contract. There is a legal requirement to make cheques payable to the name shown on the contract.

INVOICE (Sample)

DATE: April 1, 2013
INVOICE #: 9912345
CONTRACT/ PO #: C14CITZ12345

Bill To:
Attn: Accounts Payable
Ministry of Citizens' Services
3rd Floor, 3350 Douglas Street
Victoria, BC
V8Z 3L1

Billing address: This is usually the Government mailing address on the contract or PO. Make sure the billing address includes the correct Ministry name and the correct address. Mark the invoice to the attention of Accounts Payable.

Must be included on all invoices. Note that a unique invoice number is required for each submission

If work is performed by more than one individual, the invoice must identify the name of the person working the hours.

Description of the services provided.

Period the invoice covers.

Breakdown of the fees being charged.

| DESCRIPTION | DAYS | RATE | AMOUNT |
|--|------|------------------------|-------------------|
| Preparation of the draft policy and procedures document pursuant to the above noted contract. Services performed April 1, 2013 – September 15, 2013 | | | |
| Jane Smith – April 1, 6, 7, 8, 9, 12, 14, 15, 16 – 9 days @\$550.00 | 9 | 550.00 | \$3,850.00 |
| Mary Jones – September 3, 5, 6, 8, 9, 11, 15 – 7 days @\$600.00 | 7 | 600.00 | \$4,200.00 |
| The travel expense claim form is for use by contractors when submitting travel expenses. It contains a clause related to GST. The claim form is to be attached to the contractors invoice as backup documentation (with travel receipts attached). | | Fees: | \$8,050.00 |
| | | Expenses: | <u>\$214.00</u> |
| | | Total Fees & Expenses: | \$8,264.00 |
| Travel expenses from April 6 to 9 for Jane Smith as per the attached Travel Expense Claim Form. Ferry fares \$224.00 (less GST embedded) (\$10.00 – input tax credit of 5%) | | GST @5% | \$413.20 |
| | | PST @7% | 0.00 |
| | | TOTAL Due: | \$8,677.20 |

GST needs to be itemized separately on the invoice.

PST if applicable needs to be itemized separately on the invoice.

Note: Expense reimbursement must remove GST from the claim form as GST paid is reimbursed from CRA directly as an input tax credit. E.g.: Ferry Receipt: \$224.00 Less GST charged: \$10.00 (Vendor must claim ITC from CRA) = \$214.00

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

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

Travel Expenses

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

1. Meal Allowances:

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

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

2. Mileage Rates When Using Private Vehicle:

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

3. Taxi and Parking:

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

4. Car Rentals:

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

5. Accommodation:

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

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

Only the single government rate will be reimbursed.

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

Process for Selecting Accommodation:

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

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

b) **Private lodging** (receipts are not required):

\$32.28 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

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

7. Miscellaneous Travel Expenses:

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

8. Out-of-Province Travel:

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

Other Expenses

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

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

2. GST:

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

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

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

TRAVEL EXPENSE CLAIM FOR SERVICE CONTRACTORS

FORM USAGE

This form is for use by service contractors to claim travel expenses. The original claim form and applicable receipts must be attached as back up to the service contract invoice. Refer to the service contract *Appendix 1* for guidelines, allowable rates and receipt requirements.

| DATE OF TRAVEL 20 ____ | | PLACES TRAVELLED | PERSONAL VEHICLE USE DISTANCE x KM RATE _____ | BUS/TAXI/ AIR/FERRY COSTS | B ✓ | L ✓ | D ✓ | MEALS: | ACCOMMODATION COSTS | MISCELLANEOUS (CAR RENTAL, BUSINESS PHONE, ETC.) COST | DESCRIPTION | TOTAL DAILY COSTS |
|---------------------------|----|----------------------------|---|---------------------------------|--------|--------|--------|--------|------------------------|---|--------------------|-------------------------|
| M | D | FROM/TO (ENTER CITY NAMES) | KM | \$ | \$ | | | \$ | \$ | \$ | | \$ |
| Example | | | | | | | | | | | | |
| 04 | 06 | Victoria Vancouver | 100 | 50 00 | 71 00 | ✓ | ✓ | 35 50 | | | | 156 50 |
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| | | | | | | | | | | | CLAIM TOTAL | |

Embedded GST should not be claimed by service contractors. Please ensure GST is deducted from travel receipts.

Service Contractor's Signature



NOTICE TO CONTRACTORS

As a contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the province, and you also fall within the parameters of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary.

May 30, 2008

GENERAL SERVICE AGREEMENT

MODIFICATION AGREEMENT #1

THIS MODIFICATION AGREEMENT is dated for reference the 31st day of January, 2020.

BETWEEN:

Nathan Cullen (the "Contractor") with the following specified address:

s.22

PO Box 1083
Smithers, British Columbia V0J 2N0

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by The Office of the Premier (the "Province") with the following specified address:

PO Box 9041 Stn Prov Govt
Victoria, British Columbia V8V 9E1

BACKGROUND

- A. The parties entered into an agreement dated for reference January 20th, 2020 identified as Ministry Contract Number: C20PREM1544, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Term of the Agreement commenced on January 20th, 2020 and ended on January 31st, 2020 with the option to extend the Term through a modification of the Agreement in accordance with section 13.6 of the Agreement.
- C. Pursuant to Schedule A – Services, Part 1, entitled "Term", of the Agreement, the parties wish to extend the Term of the Agreement in this Modification Agreement #1 (the "Modified Agreement").

NOW THEREFORE in consideration of these premises and other good and valuable consideration (the receipt and adequacy of which is hereby acknowledged by the parties), the parties agree as follows:

- 1. The Term of the Agreement expired on January 31st, 2020 and will be extended to February 7th, 2020.
- 2. The Modified Agreement as amended by this Modification Agreement #1 is ratified and confirmed.

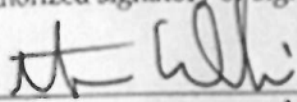
(The remainder of this page is intentionally blank).

This Modification Agreement #1 may be entered into by a separate copy of this Modification 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 of any other method agreed to by the parties.

| | |
|--|--|
| <p>SIGNED on the ____ day of _____, 2020 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 _____, 2020 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> |
|--|--|

This Modification Agreement #1 may be entered into by a separate copy of this Modification Agreement be 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 of any other method agreed to by the parties.

SIGNED on the 7 day of
~~February~~ 2020 by the Contractor (or, if not
an individual, on its behalf by its
authorized signatory or signatories):



Signature(s)

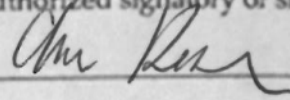
Nathan Cullen

Print Name(s)

Reynold L. L. L.

Print Title(s)

SIGNED on the ____ day of
____, 2020 by the Contractor (or, if not
an individual, on its behalf by its
authorized signatory or signatories):



Signature(s)

Christine Kennedy

Print Name(s)

Associate Deputy Minister

Print Title(s)

FORM USAGE AND ROUTING:

This form must be completed for all service contracts and amendments to service contracts involving an increase to the dollar value. It requires approval from the contract manager and the ADM (only in certain circumstances) before the contract/amendment is signed. After being signed by both parties, attach the original contract/amendment to the original Service Contract Checklist and forward to Accounts, Financial Services and Administration, Ministry of Finance.

DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.

Legal Contractor Name: Nathan Cullen

Req #: 1544

Contract #: C20PREM1544

Contract Type: ☐ New ☐ Multi-year ☐ Renewal ☒ Amendment

Brief Description of Services:

Support peaceful resolution working w specific organizations. Act as intermediary w BC Gov providing fact finding, facilitation & analysis.

Term: January 20 - February 7, 2020 Rate (per hour or day): 2,000 per day

CONTRACT CODING: (if more lines needed attach separate sheet)

Complete for Capital Asset Contracts (STOB 2000):

OFA STOBs:

| Amount | Cl. | Resp. | Service Line | STOB | Project | OFA STOB | Service Date (DD-MMM-YYYY) | Asset # (if applicable) | |
|-----------|-----|-------|--------------|------|---------|----------|----------------------------|-------------------------|--------------------------------|
| 30,000.00 | 004 | 36B10 | 36205 | 6101 | 3600000 | | | | 2175-Heavy Equipment |
| 5,000.00 | 004 | 36B10 | 36205 | 6102 | 3600000 | | | | 2195-Operating Equipment |
| | | | | | | | | | 2215-Office Furniture & Equip. |
| | | | | | | | | | 2275-Mainframe HW & Servers |
| | | | | | | | | | 2281-M/F HW & Servers WIP |
| | | | | | | | | | 2295-PC Hardware |
| | | | | | | | | | 2315-Mainframe Software |
| | | | | | | | | | 2321-Mainframe Software WIP |
| | | | | | | | | | 2335-Major Systems Software |
| | | | | | | | | | 2355-PC Software |
| | | | | | | | | | 2395-Tenant Improvements |

35,000.00 CONTRACT TOTAL

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt.).

6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.

6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).

6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).

6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

SELECTION PROCESS - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one box.

Open Process

- ☐ Request for Proposal (RFP) (100) RFP # _____
Suppliers submit proposals on how, and at what price, they would provide a service.
- ☐ Invitation to Quote (ITQ) (100) ITQ # _____
For priced based services only - you know exactly what you want done and are looking for the best price.
- ☐ Other Open Competitive Process (100)
Identify process used: _____
An open competitive process other than Request for Proposal or Invitation to Quote is used (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.

Direct Process:

- ☐ Three Verbal or Written Bids (300)
Only used for contracts less than \$25,000. A RFP or ITQ is required for contracts valued at \$25,000 or more. Documentation of bids must be kept on the contract file. Note: Obtaining verbal bids is not recommended but if used, the process must be documented in writing and included in the contract file (e.g., communication between ministry and vendors).
- ☐ Direct Invitation to Selected Vendors (300)
A competitive solicitation, for contracts \$25,000 or more, that is issued to a limited list of vendors and not advertised on BC Bid. If vendors are on a pre-qualification list, use category 401 below.
Note: A RFP or ITQ is required by ministry policy for contracts valued at \$25,000 or more.

Direct Award:

- ☐ Public Sector Organization (200)
The contract is negotiated and directly awarded without competitive process because the contract is with another government organization.
- ☐ Sole Source (201)
The contract is negotiated and directly awarded without competitive process because the ministry can strictly prove that only one contractor is qualified. A NOI is not required. Note: Evidence of how the ministry "proved" sole source must be documented in the contract file.
- ☐ Sole Source - Notice of Intent (205)
The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but cannot strictly prove that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$50,000, is to be directly awarded on this basis. Note: It is recommended that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis.
- ☐ Security, Order, etc. (203)
The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health.
- ☐ Emergency (202)
The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☐ Confidentiality (204)
The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest.
- ☐ No Justification (206)
Where a direct award has been made which is not justified under one of the exceptional conditions specified in the Core Policy and Procedures Manual section 6.3.3 a (1) (i.e., 200 - 204), or a Notice of Intent was required but has not been issued, or it is provided for under another policy.
- ☐ Direct Award - Under \$25,000 (207)
A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply.

Pre-qualification:

- ☐ Selected Vendor From Pre-qualification List (400)
A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules publicized when the list was established.
- ☐ Purchase from a Corporate Supply Arrangement (500)
A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).
- ☐ Competition Among Vendors on a Pre-qualification List (401)
A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules publicized when the list was established.
Check appropriate box to indicate which competitive process was used:
☐ RFP ☐ ITQ ☐ 3 Verbal or Written Bids
☐ Other (please identify): _____

SERVICE CONTRACT CHECKLIST

Page 2

AGREEMENT ON INTERNAL TRADE (AIT) / BRITISH COLUMBIA - ALBERTA TRADE, INVESTMENT & LABOUR MOBILITY AGREEMENT (TILMA)
Complete Part 3 for new contracts only. Do not complete for renewals/amendments. Select only one box.

| | | |
|-----------------------|---|---|
| P A R T 3 | <input type="checkbox"/> Purchase Subject to AIT/TILMA (100) The purchase is for services over \$75K and is not excluded or exempted under any other provision of the AIT/TILMA or other category below. | <input type="checkbox"/> Excluded - Product Compatibility/Exclusive Rights (600) A purchase which must: ensure compatibility with existing products; recognize exclusive rights, such as exclusive licenses, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative. |
| | <input type="checkbox"/> Purchase Not Subject to AIT/TILMA (200) The purchase is for services \$75K or less. | <input type="checkbox"/> Excluded - Procurement of Prototype (700) The procurement of a prototype or a first service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases. |
| | <input type="checkbox"/> Excluded - Exempted Commodity/Service (300) The purchase is for services that are exempted from coverage of AIT/TILMA or to which the AIT/TILMA does not apply by virtue of its specific reference in Chapter 5 of the agreement (e.g., health & social services). | <input type="checkbox"/> Excluded - Regional/Economic Development (800) A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT/TILMA for regional and economic development purposes. |
| | <input type="checkbox"/> Excluded - Emergency (400) A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement. | |
| | <input type="checkbox"/> Excluded - Security, Order, etc. (500) A purchase where compliance with the open tendering provisions set out in Ch. 5 of the AIT/TILMA would interfere with the Province's ability to maintain security or order or to protect human, animal, plant life or health. | |

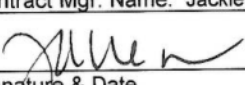
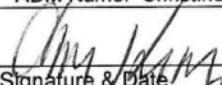
POLICY COMPLIANCE - NEW CONTRACTS - Complete for new contracts only. Do not complete for renewals/amendments. YES NO N/A

| | | | | |
|-----------------------|---|--------------------------|--------------------------|--------------------------|
| P A R T 4 | 1. Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 2. As per the AIT/TILMA, did you advertise on BC Bid for any contract over \$75,000 or if a pre-qualification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 3. Executive Financial Officer (EFO) pre-approval is required for all Labour and Citizens' Services service contracts over \$25,000 that are being directly awarded. Has a briefing note been signed by the EFO for inclusion in the contract file? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 4. If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.a) have the reasons been clearly explained and documented for inclusion in the contract file? (CPPM 6.3.3.a) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 5. If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.2.a.11) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 6. Can you confirm this contract does not constitute an employer/employee relationship? (CPPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at http://www.cra-arc.gc.ca/E/pub/tg/rc4110/rc4110-06e.pdf . | <input type="checkbox"/> | <input type="checkbox"/> | |
| | 7. If the General Services Agreement was not used, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.d) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 8. Does Schedule A clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c) | <input type="checkbox"/> | <input type="checkbox"/> | |
| | 9. Does Schedule A clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements)? (CPPM 6.3.6.c) | <input type="checkbox"/> | <input type="checkbox"/> | |
| | 10. If sub-contractors will be providing any of the services are they identified in Schedule C ? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 11. If this is a professional services contract (e.g., IT, accounting, management consulting), have you completed and attached Schedule D (Insurance) & Schedule F (Additional Terms)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 12. If Schedule D (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract http://www.fin.gov.bc.ca/pt/rmb/forms/coiover.stm ? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 13. If the contractor will be involved with "personal information" as defined in the FOIPPA , have you completed and attached Schedule E (Privacy Protection - http://www.msar.gov.bc.ca/privacyaccess/PPS/minpps.doc)? (CPPM 6.3.3.e.11) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 14. Has the Information Package for Service Contractors been forwarded to the contractor? | <input type="checkbox"/> | <input type="checkbox"/> | |
| | 15. Appendix 1 must be attached to all service contracts including travel expenses. Have you attached Appendix 1? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CONTRACT AMENDMENTS - Complete Part 5 for contract amendments only.

| | | |
|--|---|-------------------------------------|
| P A R T 5 | Reason for amendment: The original contract had an option to extend by one week, which was required. | Previous Contract Total: 25,000.00 |
| | | Amendment Amount: 10,000.00 |
| | | New Contract Total: 35,000.00 |
| | POLICY COMPLIANCE | YES NO |
| | 1. Does the amendment format comply with the CPPM (CPPM 6.3.3.e.9)? http://www.fin.gov.bc.ca/camss/fsa/Branch/Forms/Modification_Agreement.doc . | <input checked="" type="checkbox"/> |
| 2. The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

APPROVALS - Complete Part 6 for all contracts and amendments

| | | | |
|-----------------------|--|---|-----------------|
| P A R T 6 | Contract Mgr. Name: Jackie Allen | **ADM Name: Christine Kennedy | AP/PO Clerk |
| |  February 13, 2020 |  February 14, 2020 | |
| | Signature & Date | Signature & Date | Initials & Date |
| | ** ADM sign-off is only required if the contract was directly awarded or the answer to any of the questions in Part 4 or 5 was 'NO'. | | |

GENERAL SERVICE AGREEMENT

MODIFICATION AGREEMENT #1

THIS MODIFICATION AGREEMENT is dated for reference the 31st day of January, 2020.

BETWEEN:

Nathan Cullen (the "Contractor") with the following specified address:

s.22

PO Box 1083

Smithers, British Columbia V0J 2N0

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by The Office of the Premier (the "Province") with the following specified address:

PO Box 9041 Stn Prov Govt

Victoria, British Columbia V8V 9E1

BACKGROUND

- A. The parties entered into an agreement dated for reference January 20th, 2020 identified as Ministry Contract Number: C20PREM1544, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Term of the Agreement commenced on January 20th, 2020 and ended on January 31st, 2020 with the option to extend the Term through a modification of the Agreement in accordance with section 13.6 of the Agreement.
- C. Pursuant to Schedule A – Services, Part 1, entitled "Term", of the Agreement, the parties wish to extend the Term of the Agreement in this Modification Agreement #1 (the "Modified Agreement").
- D. Pursuant to Schedule B – Fees and Expenses, the parties wish to increase the maximum amount which the Province is obliged to pay the Contractor for Fees in this Modification Agreement #1 (the "Modified Agreement").

NOW THEREFORE in consideration of these premises and other good and valuable consideration (the receipt and adequacy of which is hereby acknowledged by the parties), the parties agree as follows:

1. The Term of the Agreement expired on January 31st, 2020 and will be extended to February 7th, 2020.

2. Schedule B – Fees and Expenses, Part 1, entitled “Maximum Amount Payable”, shall be deleted and replaced with the following:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$35,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1 c) of this Agreement).

3. Schedule B – Fees and Expenses, Part 2, entitled “Fees”, shall be deleted and replaced with the following:

Hourly Rate

Fees: at a rate of \$250 per hour to a maximum amount of \$2,000 per day and to a maximum amount of \$30,000 for those hours during the Term when the Contractor provides the Services.

4. The Modified Agreement as amended by this Modification Agreement #1 is ratified and confirmed.

(The remainder of this page is intentionally blank).

This Modification Agreement #1 may be entered into by a separate copy of this Modification Agreement be 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 of any other method agreed to by the parties.

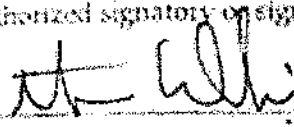
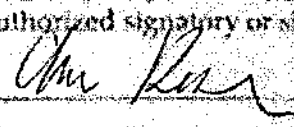
| | |
|--|---|
| SIGNED on the <u>7</u> day of <u>February</u> , 2020 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories)  _____ Signature(s) <u>Nathan Cunniff</u> _____ Print Name(s) <u>Periwinkle Limited</u> _____ Print Title(s) | SIGNED on the <u>7</u> day of <u>FEB.</u> , 2020 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories)  _____ Signature(s) <u>Christine Kennedy</u> _____ Print Name(s) <u>Associate Deputy Minister</u> _____ Print Title(s) |
|--|---|

EXHIBIT 1

GENERAL SERVICE AGREEMENT



| <i>For Administrative Purposes Only</i> | |
|--|--|
| <p>Ministry Contract No.: <u>CNO PREM 1544</u></p> <p>Requisition No.: _____</p> <p>Solicitation No.(if applicable): _____</p> <p>Commodity Code: _____</p> <p>Contractor Information</p> <p>Supplier Name: Nathan Cullen</p> <p>Supplier No.: s.22 SITE 001</p> <p>Telephone No.: 250-877-1278</p> <p>E-mail Address: s.22</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: December 21, 2018</p> |

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SCHEDULE A – SERVICES

- Part 1 - Term
- 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 20th day of January, 2020.

BETWEEN:

Nathan Cullen (the "Contractor") with the following specified address:
s.22

PO Box 1083
Smithers, British Columbia V0J 2N0

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by
The Office of the Premier (the "Province") with the following specified address:
PO Box 9041 Stn Prov Govt
Victoria, British Columbia V8W 9E1

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:

| | |
|---|---|
| <p>SIGNED on the <u>28</u> day of <u>JANUARY</u>, 20<u>20</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>[Signature]</u></p> <p>Signature(s)</p> <p><u>NATHAN CUNY</u></p> <p>Print Name(s)</p> <p>_____</p> <p>Print Title(s)</p> | <p>SIGNED on the <u>28</u> day of <u>JANUARY</u>, 20<u>20</u> on behalf of the Province by its duly authorized representative:</p> <p><u>[Signature]</u></p> <p>Signature</p> <p><u>Christie Kennedy</u></p> <p>Print Name</p> <p><u>Associate Deputy Minister</u></p> <p>Print Title</p> |
|---|---|

Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on January 20th, 2020 and ends on January 31st, 2020.
2. At the sole discretion of the province, the initial term in section 1 of this Part 1 may be extended for two addition terms of one week each.

PART 2. SERVICES:

The Contractor will provide the Services as follows:

To support peaceful resolution, working with the Wet'suwet'en Denezh and Tsakozeh, Royal Canadian Mounted Police, Coastal GasLink, and other organizations, the Contractor will act as an intermediary with the Provincial Government by providing fact-finding, facilitation, and analysis services.

Outputs

The Contractor must:

1. Act as a neutral intermediary.
2. Undertake fact-finding with all organizations, including the Wet'suwet'en Denezh and Tsakozeh, Royal Canadian Mounted Police, Coastal GasLink, and other organizations, regarding the negotiation of a process and/or agreement to peacefully de-escalate matters arising from the court-ordered interlocutory injunction regarding access to the Morice West Forest Service Road.
3. Facilitate and report on immediate and short-term measures intended to build trust and advance progress that ensures the safety of all.
4. Provide advice in relation to future reconciliation initiatives, including how they may need to be structured for success.
5. Provide regular verbal and/or written reports, and act on advice and instructions from the Ministry Lead.
6. Support external communications and briefings, as required.
7. Perform other duties or tasks as reasonably request by the Ministry Lead.

Inputs

The Contractor must:

1. Arrange for personal travel.
2. Provide briefings to the Province Executive, Ministers and others as required to provide information and seek instructions.

Outcomes

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

1. Peaceful resolution of actions leading to the compliance of court orders.
2. Improve and strengthen the government-to-government relationship with the Wet'suwet'en Denezh and Tsakozeh to advance mutually-beneficial reconciliation.

3. Durable representation of the Wet'suwet'en Nation in a harmonious nation-to-nation relationship with the Province of British Columbia;

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Contractor will provide verbal reporting weekly, or more often as circumstances dictate, to Chief of Staff Geoff Meggs, Deputy Minister of Ministry of Indigenous Relations and Reconciliation (MIRR) Doug Caul, Special Advisor Don Bain and other officials as designated. A brief written summary of his engagements will be submitted at the end of the work.

PART 3. RELATED DOCUMENTATION:

- | | |
|---|----------|
| 1. The following are Appendices to this Schedule A: | |
| Appendix 1 – Sample Invoice | ATTACHED |
| Appendix 2 – Ministry Invoice Payment Policy | ATTACHED |
| Appendix 3 – Group 2 Rates – Expenses for Contractors | ATTACHED |
| Appendix 4 – Sample Expense Claim template | ATTACHED |
| Appendix 5 – Lobbying Notice to Contractors | ATTACHED |

PART 4. KEY PERSONNEL:

Not applicable.

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$25,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Hourly Rate

Fees: at a rate of \$250 per hour to a maximum amount of \$2,000 per day, and to a maximum amount of \$20,000 for those hours during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: must not exceed a maximum amount of \$5,000 for those expenses during the Term when the Contractor provides the Services:

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from s.22 Smithers, British Columbia on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. 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 in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for the period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period;
- (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

Not applicable.

Schedule F – Additional Terms

Not applicable.

Schedule G – Security Schedule

Definitions

1. In this Schedule:

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

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

Additional obligations

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

PERSONNEL

Confidentiality agreements

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

Personnel security screening

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

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

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

Security contact

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

Supply chain

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

GENERAL POLICIES AND PRACTICES

Information security policy

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

Compliance and Standard for Security Controls

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

Contractor security risk assessments

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

Change control and management

13. The Contractor must:

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

Backups and restores

14. The Contractor must ensure that:

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

Business continuity plan and disaster recovery plan

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

Security Incident Response and Management

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

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:

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

No storage on unencrypted portable media

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

Encryption standard

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

Isolation controls and logical isolation of data

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

ACCESS AND AUTHENTICATION

User Identifiers

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

Access

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

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.
31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

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

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.
37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

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

Application development

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

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

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

Separation of production from test environments

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

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and

- (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

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

48. The Contractor must:

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

Application firewall

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

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

Management network

50. The Contractor must ensure that for any Systems:

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

Remote management and secure access gateway

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

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;

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

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

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

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

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:

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

Patching

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

Vulnerability Scanning

- 60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and

- (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

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

Antivirus and malware scanning

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

DISPOSALS

Asset disposal

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

Asset management

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

Information destruction and disposal

- 66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

- (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.
68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

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

E-discovery and legal holds

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

Incidents

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

Investigations support and security investigations

72. The Contractor must:
- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
 - (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;
 - (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and

(d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

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

Notification of changes

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

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:

- (a) vulnerability scan reports of those Systems providing the Services; and
- (b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
- (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars

of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

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

Referenced documents

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

Survival

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

Schedule G – Appendix G1 – Additional Security Obligations

Not applicable.

INVOICE PAYMENT POLICY FOR SERVICE CONTRACT INVOICES

The Ministry of Finance pays service contract invoices as follows:

- These time frames apply to **correctly submitted** invoices only. Refer to "Invoice Instructions for Contractors" for a listing of invoice requirements.
- It is our expectation that your monthly invoice will be **processed by the program area in 5 working days**. It will then be forwarded to the central Accounts Office for payment processing. Contractors should expect to receive a cheque in the mail approximately 30 days from the date the invoice is received in the Accounts Office.
- Payments are processed by the central Accounts Office on a "first in, first out" basis. Requests for special treatment cannot be accommodated.
- Cheques will be mailed directly to the contractor at the address shown on the invoice. Note that this address must match the address on the contract.

Billing Frequency

Contractors must submit invoices no more than once a month.

Interest

Interest is automatically paid effective 61 days after the date the invoice or services are received (whichever is later) at the government mailing address shown on the contract. Interest under \$5.00 will not be paid. Interest is paid at provincial government rates.

Direct Deposit of Cheques

Service contractors may complete an application form for "EFT" (Electronic Funds Transfer) so that cheques are automatically deposited to their bank account. However, the EFT process may add up to 3 working days to the time frames shown above. This extra time is required by financial institutions to ensure EFT payments are processed.

Prepared by Financial Services and Administration,
Ministry of Ministry of Finance
November 6, 2003

If company letterhead is not used, the invoice must be signed by the contractor

ABC Consulting Ltd.

123 Anywhere Street
Anytown, British Columbia
V6H 3H1
Phone 123-456-7890
Fax 123-456-7891

The name and address of the contractor must match the full legal name and address shown on the contract. There is a legal requirement to make cheques payable to the name shown on the contract.

INVOICE (Sample)

DATE: April 1, 2013
INVOICE #: 9912345
CONTRACT/ PO #: C14CITZ12345

Bill To:
Attn: Accounts Payable
Ministry of Citizens' Services
3rd Floor, 3350 Douglas Street
Victoria, BC
V8Z 3L1

Billing address: This is usually the Government mailing address on the contract or PO. Make sure the billing address includes the correct Ministry name and the correct address. Mark the invoice to the attention of Accounts Payable.

Must be included on all invoices. Note that a unique invoice number is required for each submission.

If work is performed by more than one individual, the invoice must identify the name of the person working the hours.

Description of the services provided.

Period the invoice covers.

Breakdown of the fees being charged.

| DESCRIPTION | DAYS | RATE | AMOUNT |
|---|------|------------------------|------------|
| Preparation of the draft policy and procedures document pursuant to the above noted contract. Services performed April 1, 2013 – September 15, 2013 | | | |
| Jane Smith – April 1, 6, 7, 8, 9, 12, 14, 15, 16 – 9 days @\$550.00 | 9 | 550.00 | \$3,850.00 |
| Mary Jones – September 3, 5, 6, 8, 9, 11, 15 – 7 days @\$600.00 | 7 | 600.00 | \$4,200.00 |
| The travel expense claim form is for use by contractors when submitting travel expenses. It contains a clause related to GST. The claim form is to be attached to the contractor's invoice as backup documentation (with travel receipts attached). | | Fees: | \$8,050.00 |
| | | Expenses: | \$214.00 |
| | | Total Fees & Expenses: | \$8,264.00 |
| Travel expenses from April 6 to 9 for Jane Smith as per the attached Travel Expense Claim Form. Ferry fares \$224.00 (less GST embedded) (\$10.00 – input tax credit of 5%) | | GST @5% | \$413.20 |
| | | PST @7% | 0.00 |
| TOTAL Due: | | | \$8,677.20 |

Note: Expense reimbursement must remove GST from the claim form as GST paid is reimbursed from CRA directly as an input tax credit. E.g.: Ferry Receipt: \$224.00 Less GST charged: \$10.00 (Vendor must claim ITC from CRA) = \$214.00

Ministry of Finance

Updated April 1, 2013

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

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

Travel Expenses

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

1. Meal Allowances:

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

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

2. Mileage Rates When Using Private Vehicle:

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

3. Taxi and Parking:

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

4. Car Rentals:

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

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required). Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide. Rates may vary between summer, winter and shoulder seasons. Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.

Process for Selecting Accommodation:

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

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

b) Private lodging (receipts are not required):

\$32.28 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

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

7. Miscellaneous Travel Expenses:

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

8. Out-of-Province Travel:

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

Other Expenses

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

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

2. GST:

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

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

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

TRAVEL EXPENSE CLAIM FOR SERVICE CONTRACTORS

FORM USAGE

This form is for use by service contractors to claim travel expenses. The original claim form and applicable receipts must be attached as back up to the service contract invoice. Refer to the service contract *Appendix 1* for guidelines, allowable rates and receipt requirements.

[illegible]

Embedded GST should not be claimed by service contractors. Please ensure GST is deducted from travel receipts.

Service Contractor's Signature



NOTICE TO CONTRACTORS

As a contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the province, and you also fall within the parameters of the Lobbyists Registration Act, then it is your responsibility to make this determination and register if necessary.


May 30, 2008

| | pre tax | gst | pst | tip | total | total to be reimbursed | |
|-----------------------------------|-------------|-----------|----------|------|-------------|------------------------|----------------------------------|
| 24-Jan Food with Proponent | \$ 70.00 | \$ 3.50 | | s.22 | | \$ 73.50 | |
| 25-Jan Coffee and food with Chief | \$ 22.00 | \$ 1.10 | | | | \$ 23.10 | |
| 29-Jan Computer Support | \$ 50.40 | | | | \$ 50.40 | \$ 50.40 | |
| 31-Jan Breakfast with Chiefs | \$ 35.25 | \$ 1.76 | | s.22 | | \$ 37.01 | |
| 02-Feb Dinner with Prov | \$ 141.91 | | | | | \$ 141.91 | |
| 31-Jan Dinner with Guujaaw | \$ 75.50 | \$ 3.78 | \$ 2.55 | | | \$ 81.83 | |
| 31-Jan Coffee | \$ 9.80 | \$ 0.49 | | | | \$ 10.29 | |
| 28-Jan Printing | \$ 5.49 | \$ 0.28 | \$ 0.24 | | \$ 6.01 | \$ 6.01 | |
| 05-Feb Fuel | \$ 30.67 | \$ 1.53 | | | \$ 32.20 | \$ 32.20 | |
| 31-Jan Printing | \$ 5.56 | \$ 0.28 | \$ 0.24 | | \$ 6.08 | \$ 6.08 | |
| 02-Feb Dinner with BC | \$ 152.90 | | | s.22 | | \$ 152.90 | |
| 31-Jan Hotel for Guujaaw | \$ 106.09 | \$ 5.15 | \$ 8.24 | | \$ 119.48 | \$ 119.48 | * MRDT added into pre tax amount |
| 31-Jan Flights for Guujaaw | \$ 1,029.25 | \$ 51.46 | | | \$ 1,080.71 | \$ 1,080.71 | |
| Car Rental Smithers - 9 days | \$ 656.73 | \$ 32.84 | \$ 45.03 | | \$ 734.60 | \$ 734.60 | |
| | \$ 2,391.55 | \$ 102.17 | \$ 56.30 | s.22 | | \$ 2,550.02 | |

| | pre tax | gst | pst | other tax | tip | total | total to be reimbursed |
|-----------------------------------|-------------|-----------|----------|-----------|------|-------------|------------------------|
| 24-Jan Food with Proponent | \$ 70.00 | \$ 3.50 | | | s.22 | | \$ 73.50 |
| 25-Jan Coffee and food with Chief | \$ 22.00 | \$ 1.10 | | | | | \$ 23.10 |
| 29-Jan Computer Support | \$ 50.40 | | | | | \$ 50.40 | \$ 50.40 |
| 31-Jan Breakfast with Chiefs | \$ 35.25 | \$ 1.76 | | | s.22 | | \$ 37.01 |
| 02-Feb Dinner with Prov | \$ 141.91 | | | | | | \$ 141.91 |
| 31-Jan Dinner with Gujaaw | \$ 75.50 | \$ 3.78 | \$ 2.55 | | | | \$ 81.83 |
| 31-Jan Coffee | \$ 9.80 | \$ 0.49 | | | | | \$ 10.29 |
| 28-Jan Printing | \$ 5.49 | \$ 0.28 | \$ 0.24 | | | \$ 6.01 | \$ 6.01 |
| 05-Feb Fuel | \$ 30.67 | \$ 1.53 | | | | \$ 32.20 | \$ 32.20 |
| 31-Jan Printing | \$ 5.56 | \$ 0.28 | \$ 0.02 | \$ 0.22 | | \$ 6.08 | \$ 6.08 |
| 02-Feb Dinner with BC | \$ 152.90 | | | | s.22 | | \$ 152.90 |
| 31-Jan Hotel for Guujaaw | \$ 103.00 | \$ 5.15 | \$ 8.24 | \$ 3.09 | | \$ 119.48 | \$ 119.48 |
| 31-Jan Flights for Guujaaw | \$ 1,029.25 | \$ 51.46 | | | | \$ 1,080.71 | \$ 1,080.71 |
| Car Rental Smithers - 9 days | \$ 701.76 | \$ 32.84 | | | | \$ 734.60 | \$ 734.60 |
| | \$ 2,433.49 | \$ 102.17 | \$ 11.05 | \$ 3.31 | s.22 | | \$ 2,550.02 |

Nathan Cullen invoice expenses

To be approved by Geoff or Amber

Approved:

 Amber Haden
 Check for receipts

Nathan Cullen Projects

s.22

Box 1083, Smithers, BC - V0J 2N0

250-877-1278

nathan@nathancullen.ca

INVOICE

FEB 7 2020

BILL TO

The Office of the Premier
Box 9041, Stn Prov Govt
Victoria, BC
V8W 9E1

SHIP TO

Same as recipient

INSTRUCTIONS

Add additional instructions

DESCRIPTION

COSTS

TOTAL

Incidentals¹

Attached

2,550.02

Daily Work - original (10 dys)

\$2,000/day

\$20,000

Daily Work - extension (5 days)

\$2,000/day

\$10,000

Office Expenses²

~~-\$50/day @ 15 days~~

~~-\$750~~

↳ *removed as per
discussion w Don Bain

Total

32,550.02

¹ Details and receipts attached

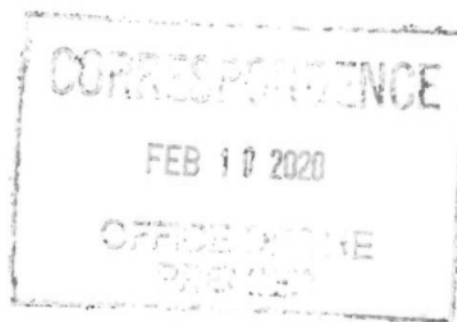
² We had discussed this as part of expenses for office space, phones, internet etc but it was never officially confirmed

TRAVEL EXPENSE CLAIM FOR SERVICE CONTRACTORS

FORM USAGE

This form is for use by service contractors to claim travel expenses. The original claim form and applicable receipts must be attached as back up to the service contract invoice. Refer to the service contract *Appendix 1* for guidelines, allowable rates and receipt requirements.

| DATE OF TRAVEL | | PLACES TRAVELLED | PERSONAL VEHICLE USE DISTANCE x KM RATE | BUS/TAXI/ AIR/FERRY COSTS | B L D ✓ ✓ ✓ | MEALS: | ACCOMMODATION COSTS | MISCELLANEOUS (CAR RENTAL, BUSINESS PHONE, ETC.) | | TOTAL DAILY COSTS |
|--|----|-----------------------|---|---------------------------------|----------------|--------|------------------------|---|--------------------------------|-------------------------|
| M | D | | | | | | | COST | DESCRIPTION | |
| Example | | | | | | | | | | |
| 04 | 06 | Victoria Vancouver | 100.50 | 50.00 | 71.00 | 35.50 | | | | 156.50 |
| 9 DAYS | | WINTER ARSA. | | | | | | | | \$734.60 |
| | | | | | | | | | | \$1,080.71 |
| JAN.31 2020 | | Air CANADA FLIGHT | | | | | | | | \$119.48 |
| JAN.31 2020 | | FOR GUUJAN HAWASTI | | | | | | | | \$152.90 |
| FEB 2 | | Hotel for GUUJAN | | | | | | | | \$6.08 |
| JAN.31 | | DINNER w BC | | | | | | | | \$32.20 |
| FEB 5 | | PRINTING | | | | | | | | \$6.00 |
| JAN.28 | | FUEL | | | | | | | | s.22 |
| JAN.31 | | PRINTING | | | | | | | | |
| JAN.31 | | COFFEE | | | | | | | | |
| JAN.31 | | DINNER w GUUJAN | | | | | | | | |
| FEB.2 | | DINNER w PROJ. | | | | | | | | |
| JAN.31 | | BREAKFAST w CHAFS | | | | | | | | |
| Embedded GST should not be claimed by service contractors. Please ensure GST is deducted from travel receipts. | | | | | | | | | | |
| JAN.29 | | Computer Support | | | | | | | | \$50.40 |
| JAN.25 | | COFFEE + Food w CHAFS | | | | | | | | s.22 |
| JAN.24 | | Boys w Reparent | | | | | | | | |
| | | | | | | | | | CLAIM TOTAL | \$2617.69 |
| | | | | | | | | | Service Contractor's Signature | |



Blue Water Sushi Ltd.
Box 4296
Smithers, BC V0J 2N0
(250) 847-5341

Server: Naomi (S) Station: 6

Order #: 279909 Dine In
Table: T10 Guests: 5

Seat #: None
1 Green Tea 2.00
1 Veggie Croquettes 9.00
1 Miso 3.00

TOTAL DUE Seat # None: \$14.70

Seat #: 1
1 Kids Sushi Plate 10.50

TOTAL DUE Seat # 1: \$11.03

Seat #: 2
1 Cucumber roll 5.00
1 Yam Roll 8.00

TOTAL DUE Seat # 2: \$13.65

Seat #: 3
1 Megan 9.50
1 Avocado roll 5.00

TOTAL DUE Seat # 3: \$15.22

Seat #: 4
1 Beef Swt BBQnSesam RB 18.00

TOTAL DUE Seat # 4: \$18.90

SUB TOTAL: 70.00
GST: 3.50
PST: 0.00

TOTAL: \$73.50

>> Ticket #: 90 <<
24/01/2020 5:35:23 PM

THANK YOU FOR DINING WITH US!

Food should be consumed or refrigerate
thin 2 hours. If reheating, reheat to
before eating.

BLUE WATER SUSHI
1232 MAIN ST
SMITHERS, BC V0J 2N0

Merchant ID: 000000006286582
Term ID: 03349797
Clerk ID: 99
25630350015

Purchase

MasterCard
XXXXXXXXXXs.22
AID: A0000000041010
Entry Method: Waved

Batch#: 000156
01/24/20 18:14:10

Ref#: 000017663913
Inv #: 003525 Appr Code: 05751S

Amount: \$ 73.50
Tip: \$ s.22
Total: \$

Customer Copy

BC WEB INC
3855 2ND AVE BOX 190
SMITHERS, BC V0J 2N0
250-877-6227

SALE

REF#: 00000003
Batch #: 532
01/29/20 11:27:05
APPR CODE: 01173S
Trace: 3
MASTERCARD Chip
XXXXXXXXXXs.22

AMOUNT \$50.40

APPROVED

MasterCard
AID: A0000000041010
TVR: 00 00 00 80 00
TSI: E8 00

THANK YOU / MERCI

CUSTOMER COPY

TWO SISTERS CAFE

Tbl: 0 Ref: 171990
Cassandra Chk: 171995
1/25/2020 9:04 am

12oz Coffee 3.00
12oz Latte 4.25
4.75 4.75
Brkfst Burrito 10.00

SubTotal 22.00
GST 1.10
Total 23.10
Chg Tip s.22

MC *****s.22

Amount Paid

Two Sisters Cafe
3763 4 Ave
Smithers BC V0J 2N0



TWO SISTERS CAFE

Tbl: 0
10

Ref: 172756
Chk: 172761

Molly

2020 9:08 am

| | |
|-------------|-------|
| Latte | 4.25 |
| Hot Burrito | 10.00 |
| Coffee | 21.00 |
| | 35.25 |
| | 1.76 |
| | 37.01 |
| | s.22 |

MC s.22

Amount Paid

4 Ave
VU 2ND
7 8

Roadhouse Smithers

3711 Alfred Ave
Smithers, BC
Canada, V0J 2N2
Tel: 250-847-2101

1 January 31, 2020 at 7:37 PM

January 31, 2020 at 7:37
PM

Order #: 39628

Table M7, 2 guests

Servers:
Lindsay

GST 5% #

| | |
|----------------------------|---------|
| 2 x PINT Last Cast | \$17.00 |
| PINT ISA | \$8.50 |
| 2 x Southern Fried Chicken | \$50.00 |

| | |
|---------------|---------|
| Food Total | \$50.00 |
| Alcohol Total | \$25.50 |

| | |
|----------------|----------|
| Sub Total | \$ 75.50 |
| GST 5 % | 3.78 |
| Liquor PST 10% | 7.55 |

Total \$86.83

We do brunch Saturday

Tip Guide:
15%=\$12.27 18%=\$14.73 20%=\$16.37

NOIR KITCHEN & BAF
3251 E. HWY 16
SMITHERS BC

CARD ***** s.22
CARD TYPE MASTERCARD
DATE 2020/02/04
TIME 5563 20:12:03
CLERK ID 1
RECEIPT NUMBER
C85053044-001-282-014-0
PURCHASE
AMOUNT \$141.91
TIP s.22
TOTAL

MasterCard
A0000000041010
C639200E7675207C
0000008000-E800
4AEA8E71009BA7AE

APPROVED

AUTH# 061245 01-027
THANK YOU

CARDHOLDER COPY

IMPORTANT - RETAIN THIS
COPY FOR YOUR RECORDS

ROADHOUSE - SMITHERS
3711 ALFRED AVE
SMITHERS BC

CARD ***** s.22
CARD TYPE MASTERCARD
DATE 2020/01/31
TIME 9050 19:38:43
SERV ID 7687
CHECK # 39628
TABLE # M7
RECEIPT NUMBER
C82001310-001-001-348-0

PURCHASE
AMOUNT \$81.83
TIP s.22
TOTAL

MasterCard
A0000000041010
584459A409CD2E5E
0000008000-E800
B2D9C00A1235E75F

APPROVED

AUTH# 053205 01-027
THANK YOU

CARDHOLDER COPY

IMPORTANT - RETAIN THIS
COPY FOR YOUR RECORDS

Bugwood Bean
1206 Main St.
Smithers BC

Server: Zoë
Printed By: Zoë

ID: 540639 #1 Jan 31, 20 10:07 AM S1

| | | |
|---|--------------|--------|
| 1 | M Cappuccino | \$4.90 |
| 1 | M Latte | \$4.90 |

Total Number of Items: 2

| | |
|----------|--------|
| Subtotal | \$9.80 |
| GST | \$0.49 |

Total \$10.29
MC s.22 s.22

Tips

"Espresso and Local Networking"
www.bugwoodbean.com

Roadhouse Smithers

3711 Alfred Ave
Smithers, BC
Canada, V0J 2N2
Tel: 250-847-2101

Printed February 2, 2020 at 8:28 PM

February 2, 2020 at 8:28 PM Order #: 35781
Table: G8, 4 guests

Servers: Sa

GST 5 % #:

| | |
|----------------------------|---------|
| Cranberry Soda | \$3.00 |
| PINT Blacksmith | \$8.00 |
| PINT Last Cast | \$8.00 |
| Mediterranean Penne | \$23.00 |
| 2 x Southern Fried Chicken | \$50.00 |
| Wagyu | \$10.00 |
| Chicken Thai Curry | \$21.00 |
| Chocolate Mousse Cake | \$10.00 |
| Chocolate Supreme Cake | \$10.00 |

| | |
|---------------------|----------|
| Food Total | \$124.00 |
| Non-alcoholic Total | \$3.00 |
| Alcohol Total | \$17.00 |

| | |
|----------------|----------|
| Sub Total | \$144.00 |
| GST 5 % | \$7.20 |
| Liquor PST 10% | \$1.70 |

Total \$152.90

We do brunch Saturday

Tip Guide:

15%=\$22.94 18%=\$27.52 20%=\$30.58

MILLS OFFICE PRODUCTIVITY
01/28/20 16:25:58
TICKET # 775814-0 CLERK # 348

CUST # 3
CASH - SMITHERS
PGX01A SPE 20 @ .100 2.00
PHOTOCOPIES 8.5X11,
Y02-C SPE 1 @ 3.490 3.49
COMPUTER GENERATED
SUB-TOTAL 5.49
GST .28
PST .24
TOTAL 6.01

M/C s.22 \$ 6.01

ORDER ONLINE AT WWW.MILLS.CA

MILLS OFFICE PRODUCTIVITY
01/31/20 10:21:06
TICKET # 777808-0 CLERK # 1103

CUST # 3
CASH - SMITHERS
PGY01-A SPE 3 @ .690 2.07
COLOR PHOTOCOPY 8 1/2 X 11
Y02-C SPE 1 @ 3.490 3.49
COMPUTER GENERATED
SUB-TOTAL 5.56
GST .28
PST .24
TOTAL 6.08

M/C s.22 \$ 6.08

ORDER ONLINE AT WWW.MILLS.CA

TRANSACTION RECORD
7 ELEVEN ESSO STORE

HW #16
SMITHERS 3C VCU 2NO

DATE: 2020-02-05 TIME: 10:47:00

Point: 04C TRANS #: 617286
Station #: 00303545 Cashier: manager
R119335453
R119335453

*** DUPLICATE ***

| | | | |
|--------------------|--------|-----------|--------------|
| FUEL | (L) | (\$/L) | (\$) |
| 4 | 25.780 | 1.249 | 32.20 |
| TOTAL CAD | | \$ | 32.20 |
| CREDIT CARD | | \$ | 32.20 |

* GST INCLUDED IN FUEL \$ 1.53

PURCHASE

MasterCard *****s.22
REFERENCE #: 66442457 0010018200 C
INVOICE NO: 135939
AUTH #: 023375

MasterCard
A0000000041010
0000000000
E800

01/027 APPROVED - THANK YOU

-- IMPORTANT --
Retain This Copy For Your Records

--- Customer's Copy ---

*** DUPLICATE ***

Reconciliation ID: 0157834



4 35451 17286 8

Don't miss out on great rewards! Earn Esso Extra or PC Optimum points on eligible fuel, car wash and convenience store purchases! Cards are free in-store!

PC Financial points awarded within 72hrs and are not printed on receipt.
PC Optimum Inquiries: 1-866-727-6468
Imperial Inquiries: 1-800-567-3776

B - PST&GST, P - PST, G - GST
P - PSTV, G - GSTV

HUDSON BAY LODGE
3251 EAST HWY. 16
SMITHERS, BC
VOJ 2NO
(778)520-2224

THANK YOU FOR JOINING US TODAY!
DONT FORGET ABOUT...
WING NIGHT THURSDAY!!!
2 POUNDS FOR THE PRICE OF 1
AFTER 4:30PM EVERY THURSDAY

Table: 27

Guest: 1

| | |
|------------------------|-----------------|
| 1 6OZ PELLER MERLOT | \$8.50 |
| 1 NACHOS VEGGIE | \$17.00 |
| 1 ADD GUACAMOLE\$ | \$2.99 |
| 1 BAKED MEATBALLS | \$14.00 |
| 1 POP | \$3.75 |
| 1 MARGARITA PIZZA | \$16.00 |
| 2 TUSCAN SEAFOOD PASTA | \$48.00 |
| 2 PT SMITHERS BROWN | \$14.50 |
| 1 6OZ O CLOCK CAB SAV | \$7.50 |
| SUBTOTAL: | \$132.24 |

+ Taxes: GST \$6.62
LIQUOR PST \$3.05

TOTAL DUE \$141.91

===== Taxes included in: \$141.91 =====
GST \$6.62
LIQUOR PST \$3.05
=====

Tip _____
Total _____
Name _____
Room # _____
Signature _____

(Created: FEB 4, 2020 6:54 PM)
MARKETA Stn: POS1
FEB 4, 2020 8:11 PM #17669

ROADHOUSE - SMITHERS
3711 ALFRED AVE
SMITHERS BC

CARD *****s.22
CARD TYPE MASTERCARD
DATE 2020/02/02
TIME 2187 20:30:34
SERV ID 2050
CHECK # 39781
TABLE # G8
RECEIPT NUMBER
C82001310-001-001-500-0
PURCHASE
AMOUNT \$152.90
TIP s.22
TOTAL

MasterCard
A0000000041010
30D4EBB51A3DFDF0
0000008000-E800
DC3A5DD629DC289A

APPROVED

AUTH# 01051S 01-027
THANK YOU

CARDHOLDER COPY

IMPORTANT - RETAIN THIS
COPY FOR YOUR RECORDS

PRESTIGE HUDSON BAY LODGE

3251 East Highway 16
PO Box 2050
Smithers, BC V0J 2N0



(250) 847-4581

smithers@prestigehotels.ca

www.prestigehotelsandresorts.com

GST# 102418084RT0016

02/01/2020 09:06 AM

Registered To:

GIINDAJING, HAAWASTI GUUJAAW
Ministry of Indigenous Affairs

Room #

s.22

Conf #

s.22

Arrival

01/31/20

Departure

02/01/20

Room Type

K-1 King Bed

Guests

1 / 0

Payment

Visa/Master

Acct

XXXX-XXXX-XXXX s.22

(250) 877-1278

| Posting Date | Oper | AcctCode | Description | From | Reference | Amount |
|--------------|------|----------|---------------------|------|-----------|------------|
| 01/31/20 | Gary | RC | ROOM CHRG REVENUE | | | \$103.00 |
| 01/31/20 | Gary | 9 | GST | | | \$5.15 |
| 01/31/20 | Gary | 91 | PST | | | \$8.24 |
| 01/31/20 | Gary | 92 | MRDT | | | \$3.09 |
| 02/01/20 | Gary | MC | Payment Master Card | | | (\$119.48) |

Balance Due

\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

X _____
GUEST SIGNATURE

GST#102418084RT0016

Signature

Friday
31 Jan, 2020

18:45

Smithers

(YYD)

British Columbia

20:25

Vancouver

Vancouver Int. (YVR)

Terminal M



1hr40

AC8565

Operated by: Air Canada Express - Jazz | De Havilland Dash 8-400
Air Canada Bistro

Purchase summary

MasterCard

s.22

XXXX-XXXX-XXXX

Amount paid: \$1080.71

1 adult



Air Transportation Charges

944.00



Seat selection

36.00



Taxes, fees and charges

100.71

Full details can be found in
your attached
Itinerary/Receipt.**Tax information**

GST no. 10009-2287

RT0001 \$51.46

GRAND TOTAL (Canadian dollars)**\$1080⁷¹**

Baggage allowance

Carry-on baggage

On flights operated by Air Canada, Air Canada Rouge or Air Canada Express, you may carry with you in the cabin 1 standard item (max. size: 23 x 40 x 55 cm [9 x 15.5 x 21.5 in]) and 1 personal item (max. size: 16 x 33 x 43 cm [6 x 13 x 17 in]). Your carry-on baggage must be light enough that you can store it in the overhead bin unassisted. See our complete carry-on baggage policy.

Checked baggage

Please see below for details on the bags you plan on checking at the baggage counter.



Vancouver (YVR) > Smithers (YYD)

**1st bag**\$ 31.50 CAD
Including taxes**2nd bag**\$ 52.50 CAD
Including taxesMax. weight per bag:
23 kg (50 lb)Max. dimensions per bag:
158 cm (62 in)

From: C4AR@ehi.com
Subject: Invoice From National Car Rental
Date: February 5, 2020 at 12:07 PM
To: s.22

Attached please find your National Car Rental invoice.

Thank you for your prompt payment.

Best regards,
National Car Rental

This e-mail was sent to s.22

File/s Attached with this email:

1) CP_s.22 _15029339138_20200205140648.pdf



4220 HWY 16 W
SMITHERS, BC V0J 2N0
Federal GST #: 889365821

Rental Agreement #: s.22
Bill Ref #: 1502-9339-138
Invoice Date: 05/02/2020
Account #:

BILL TO

NATHAN CULLEN
s.22
PO BOX 1063
SMITHERS, BC - V0J 2N0

RENTAL INFORMATION

Date/Time Out 01/27/2020 09:06 Date/Time In 02/05/2020 09:06

Renter
CULLEN NATHAN

RENTAL VEHICLES

| Color | License | Model | Unit | Miles/Kms Out In |
|-------|---------|---------|---------|---------------------|
| BROWN | KB112L | EQUINOX | 7TRP.JG | 37,112 37,291 |

VIN: 2GNAXVEV4J6232506

CLAIM INFORMATION

Claim# / PO# / RO# Insured
Date of Loss Type of Loss Type of Vehicle
Repair Shop

BILLING DETAIL

| Description | Qty/Per | Rate | Amount |
|-------------------------|---------|--------|--------|
| TIME & DISTANCE | 1 WK | 474.99 | 474.99 |
| EXTRA - TIME & DISTANCE | 2 DAY | 79.17 | 158.34 |

Subtotal 633.33

| | | | |
|----------------------------------|-------|------|-------|
| PROV VEHICLE RENTAL TAX 1.50/DAY | 9 DAY | 1.50 | 13.50 |
| VLF REC 1.10/DAY | 9 DAY | 1.10 | 9.90 |
| PROVINCIAL SALES TAX | PCT | 7.00 | 45.03 |
| GOODS AND SERVICES TAX | PCT | 5.00 | 32.84 |

Total Charges (CAD) 734.60

PAYMENTS

| | | |
|---------|-------------|---------|
| Payment | Master Card | -418.39 |
| Payment | Master Card | -316.21 |

Total Payments (CAD) -734.60

Amount Due (CAD) 0.00

Individual line item charges such as rental rates for Time and Distance, percentage-based charges (e.g., taxes, fees and, fees or surcharges), and charges divided between multiple parties may be rounded up or down to ensure that the charges equal the actual total amount due prior to being finalized.

For Billing Inquiries / Payment Terms:

Tel# +1 6045390666
C4AR@ehi.com
Payment Due within days of invoice date
Late payments are subject to a finance charge.



Thank You For Choosing National Car Rental

| | | | |
|--|-------------------------|---|-------------|
| Please Return This Portion With Remittance | | Amount Due (CAD) | 0.00 |
| Remit To : ENTERPRISE RENT-A-CAR 13160 88 AVE SURREY, BC V3W 3K3 | | Paid By: NATHAN CULLEN S.22 PO BOX 1083 SMITHERS, BC V0J 2N0 | |
| Account # | Rental Agreement | Amount | GPBR |
| | S.22 | 0.00 | C4R3 |

Bill To:



Invoice
2002
ANT
2-2-2
DAY
1-2-2

| | pre tax | gst | pst | tip | total | total to be reimbursed | |
|-----------------------------------|-------------|-----------|----------|------|-------------|------------------------|----------------------------------|
| 24-Jan Food with Proponent | \$ 70.00 | \$ 3.50 | | s.22 | | \$ 73.50 | |
| 25-Jan Coffee and food with Chief | \$ 22.00 | \$ 1.10 | | | | \$ 23.10 | |
| 29-Jan Computer Support | \$ 50.40 | | | | \$ 50.40 | \$ 50.40 | |
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| 31-Jan Flights for Guujaaw | \$ 1,029.25 | \$ 51.46 | | | \$ 1,080.71 | \$ 1,080.71 | |
| Car Rental Smithers - 9 days | \$ 656.73 | \$ 32.84 | \$ 45.03 | | \$ 734.60 | \$ 734.60 | |
| | \$ 2,391.55 | \$ 102.17 | \$ 56.30 | s.22 | | \$ 2,550.02 | |

[Link to Invoice Coding Sheet completion instructions.](#)

| PAYEE NAME <u>NATHAN CULLEN</u> | | | | | * SUPPLIER # _____ | | * SITE _____ | | | | |
|--|--------------------------------------|---|---------------|---|---|-------|-----------------|------|---------|------------------------------------|--|
| CONTRACT/PO # <u>C20PREM1544</u> | | INVOICE DATE <u>07-FEB-2020</u> <small>DD-MMM-YYYY</small> | | INVOICE # <u>1544-050220</u> | | | | | | | |
| DATE INVOICE RECEIVED <u>10-FEB-2020</u> <small>DD-MMM-YYYY</small> | | DATE GOODS/ SERVICES REC'D <u>07-FEB-2020</u> <small>DD-MMM-YYYY</small> | | RECEIPT # <u>6333</u> | | | | | | | |
| NAME &/OR ADDRESS OVERRIDE: | | | | | DESCRIPTION FOR CHEQUE STUB: | | | | | | |
| DATE CHQ/EFT REQ'D (ONLY IF URGENT) _____ <small>DD-MMM-YYYY</small> GL DATE (if applicable) _____ <small>DD-MMM-YYYY</small> PAY ALONE? YES <input type="checkbox"/> | | | | | | | | | | | |
| OFA STOB & ASSET # (If applicable) : _____ | | | | | | | | | | | |
| AMOUNT (INCLUDING TAX) | PRE-TAX AMOUNT (EXCLUDING TAX) | PST AMOUNT | GST AMOUNT | TAX CODE <small>PST & GST, GST, PST, GST Travel, Other</small> | CL | RESP | SERVICE LINE | STOB | PROJECT | NAME & SUPPLIER # if STOB 57 | |
| 30,000.00 | 30,000.00 | | | GST | 004 | 36B10 | 36205 | 6101 | 3600000 | | |
| 2,550.02 | 2,391.55 | 56.30 | 102.17 | GST and PST | 004 | 36B10 | 36205 | 6102 | 3600000 | | |
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| 32550.02 | TOTAL | | | | | | | | | | |
| * EXPENSE AUTHORITY (EA) INFORMATION: * <u>JACKIE ALLEN</u> EA PRINTED NAME * BRIEF PAYMENT DESCRIPTION FOR EA NOTIFICATION: Note: This is also the line description displayed on GL detail reports. | | | | | * QUALIFIED RECEIVER (QR) CERTIFICATION: * <u>ALISON WENSINK</u> QR PRINTED NAME The goods provided or services delivered have been inspected or reviewed; and the goods or services were properly received and documentation to support the account has been verified (i.e., goods: as ordered, correct quantity and suitable quality; services: as contracted, appropriate deliverables and/or performance criteria met; or other conditions, if any, have been met). * _____ QR SIGNATURE | | | | | | |
| ADDITIONAL INFORMATION OR INSTRUCTIONS: _____ | | | | | | | | | | | |

From: [Allen, Jackie PREM:EX](#)
To: [Wensink, Alison PREM:EX](#)
Subject: RE: Approval required - JV to Recover Nathan Cullen Contract Costs from MIRR
Date: March 9, 2020 11:11:00 AM

Approved.
Thank you,
Jackie Allen
Director, Executive Operations
Office of the Deputy Minister to the Premier
Desk: 250.952.0527
Cell: 250.893.7467

From: Wensink, Alison PREM:EX
Sent: March 9, 2020 9:39 AM
To: Allen, Jackie PREM:EX
Subject: FW: Approval required - JV to Recover Nathan Cullen Contract Costs from MIRR
Hi Jackie,
Could you please reply with your approval for the attached JV to recover contract costs for Nathan Cullen from MIRR?
Thank you!
Alison

From: Scadding, Tanya CSNR:EX <Tanya.Scadding@gov.bc.ca>
Sent: March 6, 2020 2:38 PM
To: Wensink, Alison PREM:EX <Alison.Wensink@gov.bc.ca>
Cc: Hawke, Lindsey CSNR:EX <Lindsey.Hawke@gov.bc.ca>; Smith, Shelley CSNR:EX <Shelley.Smith@gov.bc.ca>
Subject: FW: Approval required - JV to Recover Nathan Cullen Contract Costs from MIRR
Hi Alison,
Attached is the JV complete with MIRR coding. EA is below.
For further JV's related to this contract please send to the Financial Analyst on the file, Lindsey Hawke, rather than Shelley Smith.
Thank you,
Tanya Scadding
Manager, Budgets and Financial Services
Supporting the Ministry of Indigenous Relations and Reconciliation
778-698-7192
<https://www.nrs.gov.bc.ca/csnr/fsb/financial-services>

From: Parmar, Ranbir S CSNR:EX <Ranbir.Parmar@gov.bc.ca>
Sent: March 6, 2020 2:17 PM
To: Scadding, Tanya CSNR:EX <Tanya.Scadding@gov.bc.ca>
Cc: Hawke, Lindsey CSNR:EX <Lindsey.Hawke@gov.bc.ca>
Subject: RE: Approval required - JV to Recover Nathan Cullen Contract Costs from MIRR
Approved. thanks

From: Scadding, Tanya CSNR:EX <Tanya.Scadding@gov.bc.ca>
Sent: March 6, 2020 2:10 PM

To: Parmar, Ranbir S CSNR:EX <Ranbir.Parmar@gov.bc.ca>

Cc: Hawke, Lindsey CSNR:EX <Lindsey.Hawke@gov.bc.ca>

Subject: Approval required - JV to Recover Nathan Cullen Contract Costs from MIRR

Hi Ranbir

Attached is a JV for \$32,391.55 for your approval. The JV number that the premiers office is using is Nathan Cullen contract costs to MIRR. I am charging this to the DMO. Can you please provide your approval to process.

Lindsey - FYI

Tanya

From: Smith, Shelley CSNR:EX <Shelley.Smith@gov.bc.ca>

Sent: March 6, 2020 12:22 PM

To: Scadding, Tanya CSNR:EX <Tanya.Scadding@gov.bc.ca>

Subject: Tanya, do you have the coding for MIRR for this job? (JV to Recover Nathan Cullen Contract Costs from MIRR)

I'll run it by Ranbir for his approval. Thanks.

From: Wensink, Alison PREM:EX <Alison.Wensink@gov.bc.ca>

Sent: March 6, 2020 12:09 PM

To: Smith, Shelley CSNR:EX <Shelley.Smith@gov.bc.ca>

Subject: JV to Recover Nathan Cullen Contract Costs from MIRR

Hi Shelley,

Attached is a JV to recover Nathan Cullen contract costs from MIRR. If you could supply EA approval and coding, I will have the JV processed on my end.

Please let me know if you have any questions.

Thank you so much,

Alison Wensink, Executive Administrative Coordinator

Deputy Minister's Office | Office of the Premier

Room 272 - West Annex, Parliament Buildings

Victoria BC V8W 9E1

Phone: (778) 974-5757