

**From:** [Meadows, Jennifer L TAC:EX](#)  
**To:** [Steinmetz, Susanne K FIN:EX](#)  
**Cc:** [Skillings, Chris MAH:EX](#); [Avison, Claire TAC:EX](#); [Wood, Gillian TAC:EX](#); [Bhat, Asha TAC:EX](#)  
**Subject:** **s.12,s.13**  
**Date:** Tuesday, March 20, 2018 10:09:33 AM  
**Attachments:** **s.12,s.13**

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Hi Susie,  
**s.12,s.13**

The TBS BN has been approved by Claire on behalf of DM.

Thanks

JENNIFER MEADOWS

Director, Executive Operations

Deputy Minister's Office

Ministry of Tourism, Arts and Culture and

Ministry Responsible for Sport and Multiculturalism

8<sup>th</sup> Floor, 1810 Blanshard Street, Victoria BC V8W 9T2

p: 250-952-0104 | m: 250-507-0063

Page 02 to/à Page 14

Withheld pursuant to/removed as

s.12;s.13;s.17

**From:** [Lamare, Karen TAC:EX](#)  
**To:** [Procurement Support Economy Sector JTT:EX](#)  
**Cc:** [Bhat, Asha TAC:EX](#)  
**Subject:** Signed Contracts and related documents SCA18-AMP-01 and SCA18-CBC-01  
**Date:** Wednesday, March 28, 2018 4:40:57 PM  
**Attachments:** [SignedSCA18\\_CBC01.pdf](#)  
[Signed Contract Commitment-Transfer Documents SCA18\\_CBC01.pdf](#)  
[Signed-SCA18-AMP-01.pdf](#)  
[Signed Contract Documents-SCA18-AMP-01.pdf](#)

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Please find two signed contracts (SCA18-AMP\_01) and (SCA18-CBC\_01) and related transfer documents for each contract including:

- Signed Government Transfers Review Form
- Signed Contract Commitment Form
- Signed Payment Request
- Creative BC Invoice for contract amount

Please note, these contracts and forms need to be expedited and processed for payment before March 30, 2018.

If you could please acknowledge receipt of this email and if you need any further information, please call me at 604 506-3520.

Thank you.

**Karen Lamare**

Director, Creative Sector Policy  
Ministry of Tourism, Arts and Culture  
Mobile: 604 506-3520  
Email: [karen.lamare@gov.bc.ca](mailto:karen.lamare@gov.bc.ca)

This Contribution Agreement (the "Agreement") dated for reference March 28, 2018.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister of Tourism, Arts and Culture

(the "Province")

AND

Creative BC Society  
7 West 6th Avenue  
Vancouver, BC  
V5Y 1K2

(the "Recipient")

WHEREAS:

- A. The Province has approved Funding for the Recipient to be used by the Recipient for the Development and Implementation of AMPLIFY BC, the Province's new Music Fund; such Funding is to be paid by the Province to the Recipient pursuant to the terms of the Agreement.

The parties agree as follows:

DEFINITIONS

1. In this Agreement and its recitals the following definitions apply:

"**Agreement**" means this contribution agreement and any schedules attached hereto;

"**Commencement Date**" means the date identified in Schedule A;

"**Completion Date**" means the date identified in Schedule A such date must not be earlier than December 31, 2019;

"**Eligible Costs**" means all the direct costs properly and reasonably incurred by the Recipient or a Third Party on behalf of the Recipient with respect to the Purposes, and are incurred between the project Commencement Date and the Completion Date;

**"Eligibility Criteria"** means the terms imposed by the Province as set out in this Agreement respecting qualification of the Recipient for the Funding under the Agreement including, without limitation those eligibility criteria set out in section A.4 of Schedule A;

**"Event of Default"** means an event described as such as set out in section 18;

**"Funding"** means the financial contribution of the Province set out in Schedule B;

**"Fiscal Year"** means the period beginning April 1 of a year and ending March 31 of the following year;

**"Program Staff"** means employees of the Ministry of Tourism, Arts and Culture;

**"Purposes"** means the services as described in Schedule A;

**"Stipulations"** mean the terms and conditions set out in this Agreement that must be met in order for the Recipient to receive and retain any Funding it receives including, without limitation those stipulations set out in section A.5 of Schedule A; and

**"Third Party"** means any person or entity or its officers, employees or agents, other than a party to this Agreement that is involved with the operations or activities of the Recipient.

## **SCHEDULES**

2. The Schedules set out and entitled as follows form part of this Agreement are:

Schedule A	Purposes, Eligibility Criteria, Stipulations and Dates
Schedule B	Payment and Reporting Requirements

## **TERM OF AGREEMENT**

3. Notwithstanding the actual date of execution of this agreement, the term of this Agreement begins on the Commencement Date.

## **OBLIGATIONS OF THE RECIPIENT**

4. Upon receipt of Funding, and in order to retain Funding, the Recipient agrees to meet the Stipulations including without limitation those identified in Schedule A and to be bound without limitation by all other terms and conditions of this Agreement.
5. The Recipient agrees to:
- (a) use the Funding for the Purposes identified in A.3; and
  - (b) allocate the Funding for the Purposes within one week of signing the Contribution Agreement or no later than April 15, 2018.

6. The Recipient will comply with all applicable laws, statutes, and regulations of British Columbia.
7. The Recipient will:
  - (a) establish and maintain books of account, administrative records, invoices, receipts and vouchers for all expenses incurred in a form and content satisfactory to the Province;
  - (b) permit the Province to inspect at all reasonable times, any books of account or records (both printed and electronic), whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement;
  - (c) maintain all such accounts and records for a period of six years after the Completion Date;
  - (d) ensure that all contracts entered into by the Recipient with any Third Party contain the provision in section 6 binding on both the Recipient and the Third Party.
8. The Recipient is solely responsible for all aspects of use of the Funding, and nothing in this Agreement is deemed to give the Province interest in, or responsibilities for any program or undertaking of the Recipient, unless otherwise expressly provided in this Agreement.
9. The Recipient will ensure that the financial contribution of the Province is to be used solely for paying Eligible Costs incurred by the Recipient.
10. The Recipient acknowledges that it is not the agent of the Province and will do no act which might be construed as authorizing any contract or permitting any other liability or obligation to be incurred on behalf of the Province.
11. No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.

#### **OBLIGATIONS OF THE PROVINCE**

12. Provided the Recipient has met the Eligibility Criteria under this Agreement, the Province will pay the Recipient the Funding in the amount and manner set out in Schedule B.
13. The Province will not have any obligation to make a payment under section 12 unless the Recipient has complied and is, at the date of payment complying, with the provisions of this Agreement including, without limitation, those set out in Schedule A.

#### **COMMUNICATIONS**

14. The Recipient agrees that all public information material will indicate that the Recipient is funded by the Province of British Columbia.

#### **INDEMNIFICATION**

15. The Recipient will be solely responsible for and shall indemnify and save harmless the Province, and its ministers, officers, servants, employees and agents from and against all losses, claims, liabilities, suits, damages, actions, causes of action, costs and expenses, and demands of any kind ("losses"), or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by or arising directly or indirectly, from any of:
- (a) the Recipient's performance under this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by any Third Party's performance of its contract with the Recipient and any officers, employees, servants or agents of the Third Party;
  - (b) any omission or other willful or negligent act of the Recipient, a Third Party, their respective employees, officers, or agents; and
  - (c) anything arising in connection with this Agreement.

#### **INSURANCE**

16. The Recipient will, without limiting its obligations or liabilities herein, provide and maintain insurances with insurers licensed in Canada with coverage of a type, and in amounts, that any similar business, acting reasonably, would procure for a project of the scope, size and exposure of this Project, during the term of this Agreement and for any subsequent ongoing operations.
17. The Recipient shall require and ensure that each Third Party maintains insurances comparable to those required above.

#### **DEFAULT**

18. Any of the following events will constitute an Event of Default whether any such event be voluntary, involuntary or result from the operation of law of any judgment or order of any court or administrative or government body:
- (a) the Recipient fails to comply with any provision of this Agreement; and
  - (b) any representation or warranty made by the Recipient in connection with this Agreement is untrue or incorrect.

#### **TERMINATION**

19. Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of the Agreement, at its sole option, elect to do any one or more of the following:
- a) notify the Recipient in writing of the occurrence of the Event of Default and the recipient shall have 30 days following receipt of such notice (the "Notice Period") in which to remedy the Event of Default. If following expiry of the Notice Period the Recipient has

- not remedied the Event of Default, the Province may, in accordance with section 20, terminate this Agreement and the Recipient will repay to the Province all money received under this Agreement that has not, as of the date of termination been expended or made subject to legally binding obligations to a Third Party; and
- b) pursue any other remedy available at law or in equity.

20. If the Province terminates this Agreement under section 19(a), then such termination will be effective on the 30<sup>th</sup> day following the day written notice of termination is given pursuant to that section.

#### **REMEDIES NON-EXCLUSIVE**

21. The rights, powers and remedies conferred on the Province under this Agreement or any statute or law are not intended to be exclusive and each remedy shall be cumulative and in addition to and not in substitution for every other remedy existing or available to the Province.
22. The exercise of any one or more remedies available to the Province will not preclude the concurrent or later exercise by the Province of any other right, power or remedy.

#### **APPROPRIATION**

23. Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Recipient under this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* to enable the Province, in any fiscal year or part thereof when any payment by the Province to the Recipient falls due under this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited expenditure under any appropriation referred to in subsection (a) of this section.

#### **NO FURTHER OBLIGATIONS**

24. The Recipient acknowledges that nothing in this Agreement will bind the Province to provide financing for any additional costs and that no partnership joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement.

#### **JOINT AND SEVERAL OBLIGATIONS**

25. In the event the Recipient is comprised of more than one entity, then the covenants and obligations of each of such entities with the others will be both joint as well as several.

#### **AMENDMENTS**



26. Unless otherwise specified in this agreement, this Agreement may be amended only by further written Agreement between the parties.

#### **SURVIVAL OF TERMS**

27. Sections 7(b), (c) and (d), 14, 15, 16 and 17, continue in force indefinitely, even after this Agreement ends.

#### **NOTICE**

28. (a) Any written communication from the Recipient to the Province must be mailed, personally delivered, or electronically transmitted to the following address:

**Asha Bhat, Executive Director, Creative Sectors  
Ministry of Tourism, Arts and Culture  
7th Floor - 1810 Blanshard Street  
Victoria, B.C. V8W 9T5  
Email: [Asha.Bhat@gov.bc.ca](mailto:Asha.Bhat@gov.bc.ca)**

- (b) Any written communication from the Province to the Recipient must be mailed, personally delivered, or electronically transmitted to the following address:

**Prem Gill, CEO  
Creative BC Society  
7 West 6th Avenue  
Vancouver, BC  
V5Y 1K2  
Email: [pgill@creativebc.com](mailto:pgill@creativebc.com)**

- (c) Any written communication from either party will be deemed to have been received by the other party on the tenth business day after mailing in British Columbia; on the date of personal delivery if personally delivered.
- (d) Either party may, from time to time, notify the other by notice in writing of a change of address and following the receipt of such notice, the new address will, for the purposes of section 31(a) or 31(b) of this Agreement, be deemed to be the address of the party giving such notice.

#### **MISCELLANEOUS**

29. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
30. The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

31. If any provision of this Agreement or the application 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 thereby and will be enforceable to the extent permitted by law.
32. Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province or any ministry or branch thereof to or for anything related to the activities or operations of the Recipient that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
33. The Recipient will not, without the prior, written consent of the Province, assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement.
34. All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the *Arbitration Act*.

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

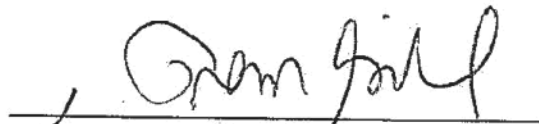
**SIGNED AND DELIVERED** by the Recipient  
or an Authorized Representative of the  
Recipient.

Claire Avison, Assistant Deputy Minister  
(Name / Title)

  
(Signature)

**SIGNED AND DELIVERED** on behalf of the  
**Province** by an Authorized Representative of  
the Province.

Prem Gill, CEO Creative BC  
(Name / Title)

  
(Signature)

## **SCHEDULE A:**

**A.1** The **Commencement** Date is March 29, 2018.

**A.2** The **Completion** Date is December 31, 2019.

**A.3** **Purpose:** The Recipient will develop and administer AMPLIFY BC, the Province's new music fund. Programs will continue to focus on artists, music companies and the industry more broadly, and there will also be support for Music BC, Indigenous Initiatives, and for research, policy and data. The new program framework will ensure alignment with Creative BC's strategic goals and programs, and with other grant programs, maximizing the Province's ability to leverage funding from the federal government and other revenue sources.

The funding will be disbursed according to a detailed AMPLIFY BC Implementation Plan to be developed by the Recipient and approved by the Province. This plan will establish:

- Guidelines for governance and administration of the fund;
- A program Advisory Committee;
- Program Partners and third party activities, deliverables and disbursements; and
- Key program deliverables including eligible activities, funding allocations, delivery timelines, proposed success indicators, and disbursement processes for each of the following four program areas:
  1. Industry Initiatives;
  2. Career Development;
  3. Live Music and,
  4. Music Company Development.

**A.4** **Eligibility Criteria:**

- i. The Recipient must meet the following eligibility criteria in order to receive Funding under the Agreement:
  - a) The Agreement must be approved and fully executed; and,
  - b) The Recipient must submit a written payment request to the Province.

**A.5** **Stipulations:**

The Recipient must meet the following stipulations in order to retain the Funding received under the Agreement:

- a. Use the funding solely for the purposes identified in A.3;
- b. Use the funding solely for reasonable costs and expenses that are incurred between the Commencement and Completion Date; and,
- c. Administration expenses for the Recipient or any delegated administrator of the project, which shall not cumulatively exceed 15%.

## **SCHEDULE B:**

### **B.1 Funding by the Province:**

Provided the Recipient has, in the opinion of the Province met the Eligibility Criteria and has agreed to be bound by the Stipulations, the Province will make a financial contribution toward the Recipient equal to **SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000 CDN)** of lawful money of Canada being the maximum amount of contribution Funding approved by the Province. Any unspent funding must be returned to the Province on or before December 31, 2019.

### **B.2 Timing of Payment to the Recipient:**

The Province will make one payment of (\$7.5 million CDN) for its portion of the Funding that will become due and payable upon the Eligibility Criteria being met.

### **B.3 Reporting:**

- a. The Recipient agrees to submit an Implementation Plan for AMPLIFY BC to be approved by the Province no later than May 15, 2018. The Implementation Plan will identify program partners and define and third party activities, deliverables and disbursements.
- b. The Recipient agrees to submit an Interim Report to the Ministry no later than November 1, 2018 which describes the final program outcomes (including relevant metrics and data) for the original BC Music Fund and interim progress on Amplify BC. This information will be used to determine the need for continued music industry funding into future years.
- c. The Recipient agrees to provide to the Province through the program staff a Final Report for AMPLIFY BC on or before December 31, 2019.

### **B.4 Other Information:**

The Recipient will provide the Province, through program staff, upon request, all such other information concerning the activities of the Recipient related to the Funding expenditures, as may be required by the Province.

## MEMORANDUM

DATE: March 28, 2018


To: Financial Operations

**Re: Payment request (Contract # SCA18-AMP-01)**

Please *issue a cheque / make a direct deposit* made payable to "CREATIVE BC SOCIETY" and charge it to the following coding:

<b>Contract Number:</b>	SCA18-AMP-01
<b>Ministry:</b>	Tourism, Arts and Culture
<b>Responsibility:</b>	51903
<b>Service Line:</b>	56400
<b>Stob:</b>	80
<b>Project Number:</b>	5188888
<b>Amount:</b>	\$7,500,000

Thank you.

  
Claire Avison, Assistant Deputy Minister



Ministry of  
Tourism, Arts and Culture

Contract #SCA18-AMP-01

Date: March 28, 2018

COMPLETE ONLY FOR NEW TRANSFERS

RECIPIENT IDENTIFICATION

LEGAL NAME OF  
RECIPIENT:

Creative BC Society

Transfer Type:

GRANT  
(STOB 77)



ENTITLEMENT  
(STOB 79)



SHARED COST  
ARRANGEMENT (STOB 80)



Program/Division:

Creative Sector

Program Contact:

Karen Lamare, Director 604-506-3520

Program Contact:

Approval Process:

Government Transfers must be approved by a ministry Expense Authority who must complete and sign the Government Transfers Review Form (this document) and submit it to the ministry's Chief Financial Officer (CFO) for review and sign off. The CFO is required to attest that due diligence has been performed on the Government Transfer and the following:

- The Transfer Request clarifies the Program's objectives, provides justification for the expenditure, and determines the minimum requirements to proceed with the government transfer initiative; and
- The Transfer Request provides the framework for meeting the Program's accountability requirements in the planning, monitoring, and reporting of government transfers.

See the Government Transfer Request Guide for requirements and expectations to consider in completing the Government Transfer Review Form





**Background and Strategic Context:** Creative BC, the Recipient, is the province's economic development agency for the Creative Sector. Creative BC will develop and administer AMPLIFY BC, the Province's new music fund to support and strengthen B.C.'s music industry. AMPLIFY BC Funding Programs will continue to focus on artists, music companies and the industry more broadly, and there will also be support for Music BC, Indigenous Initiatives, and for research, policy and data. The fund will also benefit B.C. tourism, arts and creative industries and small business development. AMPLIFY BC was created following consultation with Creative BC and discussion with B.C.'s music industry stakeholders and will be administered by Creative BC over the next year.

#### Financial Impact

What is the total fiscal impact on the Ministry's budget (by year if multiyear)? Is the transfer a one-time payment or will there be on-going payments? Are there stipulations attached to the funding? If so, who will monitor the performance on the stipulations?

The \$7.5 million is a one-time payment from 2017/18 Contingency funds. The funding will be disbursed according to a detailed AMPLIFY BC Implementation Plan to be developed by the Recipient and approved by the Province. Stipulations include that administration expenses for the Recipient or any delegated administrator of the project, which shall not cumulatively exceed 15%. Program staff will monitor the performance on the stipulations.

#### Transfer Recipient/Benefits

Describe the scope or extent of benefits that would be created by the transfer and describe the nature of the client group that will benefit (seniors, community groups etc.).

AMPLIFY BC will support people working in B.C.'s diverse music industry. The new program focuses on four funding areas:

1. Industry Initiatives supporting the development of B.C.'s music industry, including training, skills development, research and a new focus on young up-and-coming talent;
2. Career Development will focus on emerging and established artists;
3. Live Music will support B.C.-based live music events, creating engagement opportunities for audiences, artists and youth to enhance music tourism throughout B.C.; and,
4. Music Company Development will focus on sustainability and building the capacity of B.C.'s music companies.

#### Identify Risks

Identify specific risks of the initiative, including the risk of not moving forward. How will you mitigate these risks?

Creative BC has successfully administered the \$15 million BC Music Fund announced in February 2016 and this new AMPLIFY BC funding will build on the momentum to date and ensure that B.C.'s music industry is competitive at a national and international level. British Columbia is Canada's third-largest music centre, with over 285 music companies, 160 recording studios and more than 200 music festivals across the province. Provincial programs like AMPLIFY BC will attract investment and leverage support for B.C.'s music industry, which contributes approximately \$400 million each year to the provincial economy. Without the new AMPLIFY BC program, the economic contribution and continued growth and success of B.C.'s music sector is at risk.



## Economy Sector

### Government Transfers Review Form NEW AGREEMENT

#### Evaluation and monitoring

How will you know whether the objectives of the transfer have been met? Do you have clearly established success criteria? Have you addressed performance targets or milestones that are required to be met and included a reporting requirement?

The Recipient agrees to submit an Implementation Plan for AMPLIFY BC to be approved by the Province no later than May 15, 2018. The Implementation Plan will identify program partners and define and third party activities, deliverables and disbursements. The Recipient will also submit an Interim Report to the Ministry no later than November 1, 2018 which will describe the final program outcomes (including relevant metrics and data) for the original BC Music Fund and interim progress on Amplify BC. This information will be used to determine the need for continued music industry funding into future years. The Recipient will also provide to the Province through the program staff a Final Report for AMPLIFY BC on or before December 31, 2019.

#### Additional approvals

Are there any additional approvals needed from either Cabinet or Treasury Board? Is legislation required?

No.

#### APPROVAL

CHIEF FINANCIAL OFFICER  
PRINT NAME:

EXPENSE AUTHORITY  
PRINT NAME: Claire Avison

SIGNATURE

DATE

SIGNATURE

DATE



## CONTRACT COMMITMENT FORM

**Date Contract/Amendment becomes Effective:** **March 29, 2018**

Contract # SCA18-AMP-01

**Note:** This Form must be forwarded to Financial & Administration Branch together with the signed original contract or Modification Agreement before the first payment is requested. Section B, is only required for initial contracts, and section C is only required for amendments. Questions about this form can be directed to Procurement and Contract Management, at 778-698-3365 or 778-698-4259.

☒ New Contract or Amendment ☐ # - contract has increased / <Decreased> by: (leave blank if unchanged)

### **A. Branch Action**

Branch/Division: Creative Sector Branch	Contract Manager: Karen Lamare	Telephone: (604) 506-3520
--------------------------------------------	-----------------------------------	------------------------------

### B. Initial Contracts only

**Brief Project Description (this will be released under an FOI request):**

The Recipient will develop and administer AMPLIFY BC, the province's new music fund.

**Mandatory to Select One Procurement Process (Select from drop down): Procurement Code descriptions.**

Solicitation Number

**Mandatory to Select One AIT Exclusion (Select from drop down):**  
**AIT Code descriptions**

208 = Direct Award - Shared Cost Arrangement (Financial A

Is personal information being collected, accessed or created

☒ YES

	NO
--	----

UNSURE

If yes, complete the "Personal Information Requirement For Contracts" form and submit it to the Ministry Privacy Officer (MPO)

**C. Amendments only**

Reason for amendment is (X):

Change in deliverables

Other (specify):




#### D. Commitment

Contractor legal name: Creative BC Society					Company registration #: <small>Procurement team to complete</small>	
Doing business as (if different from above): Creative BC						
Address: 7 West 6th Avenue					Postal code: V5Y1K2	
Phone: (604) 738-7997		Fax:		Contract Total Value (auto calculates from contract price fields): \$ 7,500,000.00		
Term of Agreement: From:		March 29, 2018			To: December 31, 2019	
					Renewal Option NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	
Fiscal Year	Contract Price	Client #	Responsibility Centre	Service Line	STOB* (descriptions)	Project Number
Expenses FY 16/17	\$ 7,500,000.00	126-TAC	51903	56400	80	5188888

### E. Approvals

### Signatures

Print Name \_\_\_\_\_

Contract Manager (CM):		Karen Lamare
Procurement Services Review		
Expense Authority (EA):		Asha Bhat
Branch Assistant Deputy Minister (ADM):		Claire Avison
Ministry Privacy Officer (MPO): <i>ONLY required if yes or unsure ticked above</i>		
Ministry Chief Information Officer (MCIO): <i>ONLY required for STOB 63 contracts</i>		
Executive Financial Officer (EFO): <i>ONLY required for STOB 60/63 direct award contracts</i>		

\* For STOB 80 contracts you MUST also complete a Government Transfer Review Form  
PAGE 2 is only required for Direct Awards

**F. DIRECT AWARD JUSTIFICATION**

Under Core Policy, contracts for goods, services and construction may be negotiated and directly awarded without a competitive process where one of the following exceptional conditions applies. Check the appropriate box next to the Policy that applies to the acquisition, and replace the instructions provided with the explanation that justifies the direct award. The justification must be kept on the contract folder file.

CODE	POLICY RE: DIRECT AWARDS	JUSTIFICATION/EXPLANATION
<input type="checkbox"/> 200	the contract is with another government organization (CPPM 6.3.3 (a) 1.)	Name the government organization
<input checked="" type="checkbox"/> 201	the ministry can strictly prove that only one contractor is qualified, or is available, to provide the goods, services or construction (CPPM 6.3.3 (a) 1.)	Include the answers to these questions: What evidence do you have to support that only one contractor is qualified? e.g. expression of interest, no objection to an notice of intent. If more than one qualified contractor exists, what evidence do you have to support that this is the only contractor currently available? e.g. e-mails for other qualified contractors indicating not available or no response to an expression of interest.
<input type="checkbox"/> 202	an unforeseeable emergency exists and the goods, services or construction could not be obtained in time by means of a competitive process (CPPM 6.3.3.(a) 1.)	Describe the emergency, including why it could not be foreseen. Examples of unforeseen emergencies include (but are not limited to) fire, unexpected equipment breakdowns that are critical to operations, etc. An urgent time frame due to inadequate planning (e.g. not allowing sufficient time to tender a new or renewed contract) is not considered justification for a Direct Award.
<input type="checkbox"/> 203	a competitive process would interfere with a ministry's ability to maintain security or order or to protect human, animal or plant life or health. (CPPM 6.3.3: (a) 1.)	Explain why the competitive process would cause this interference
<input type="checkbox"/> 204	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 (CPPM 6.3.3. (a) 1.)	Explain the risks of disclosing the confidential or privileged acquisition
<input type="checkbox"/> 207	The purchase is under 25,000 and has been approved by the ADM	Explain why you have chosen not to do a competitive process..

Note: your justification/explanation must clearly explain how and why the contract meets one of the exceptional conditions.

Funding is direct awarded to Creative BC, as the agency created by the province to deliver Creative Sector programs and services, and the only agency of this nature in B.C. Creative BC successfully administered the two year funding for the BC Music Fund and the new AMPLIFY BC program will have new criteria and a more strategic focus on sustainable industry growth.

**Creative BC Society**

7 W 6th Avenue  
 Vancouver, BC V5Y 1K2  
 Tel # 604-736-7997

**INVOICE**

Invoice Number: 132  
 Invoice Date: 27 MAR 2018

Company:	MINISTRY OF TOURISM, ARTS & CULTURE CREATIVE SECTOR
Attention	Asha Bhat, Executive Director, Creative Sector
Address:	7 <sup>th</sup> Floor – 1810 Blanshard Street
City/State/Zip	Victoria, BC V8W 9T5

	Amount Each	Amount
Amplify BC		\$7,500,000.00
Contract No. SCA18-AMP 01		
Subtotal:		\$7,500,000.00
Tax		-
Grand Total:		\$7,500,000.00

**Notes:**

Please make cheques payable to **Creative BC Society**.

**Mail to:**

Creative BC Society  
 7 W 6th Avenue  
 Vancouver, BC V5Y 1K2

**Direct Deposit:** <sup>s.17</sup>

**From:** [Lamare, Karen TAC:EX](#)  
**To:** "Prem Gill"  
**Cc:** [Bhat, Asha TAC:EX](#); [Daniel Gallant](#)  
**Subject:** RE: Signed Contracts  
**Date:** Wednesday, March 28, 2018 4:28:59 PM  
**Attachments:** [Signed-SCA18-AMP-01.pdf](#)  
[SignedSCA18\\_CBC01.pdf](#)

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Hi Prem and Daniel,  
Please find copies of the two signed funding contracts for your records.  
Thanks,

**Karen Lamare**

Director, Creative Sector Policy  
Ministry of Tourism, Arts and Culture  
Mobile: 604 506-3520  
Email: [karen.lamare@gov.bc.ca](mailto:karen.lamare@gov.bc.ca)

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**From:** Prem Gill [<mailto:pgill@creativebc.com>]  
**Sent:** Wednesday, March 28, 2018 11:28 AM  
**To:** Lamare, Karen TAC:EX; Jim Simpson  
**Cc:** Bhat, Asha TAC:EX; Cyr, Lori JTT:EX; Daniel Gallant  
**Subject:** CREATIVE BC Signature & Invoices: Final Contracts for Signature

Hi Karen,  
Attached are the signed agreements and invoices. Please send the final agreement with Claire's signature to Daniel Gallant on our team, he is copied on this email.  
Thank you!  
Prem

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**From:** Lamare, Karen TAC:EX <[Karen.Lamare@gov.bc.ca](mailto:Karen.Lamare@gov.bc.ca)>  
**Sent:** Wednesday, March 28, 2018 9:15 AM  
**To:** Prem Gill <[pgill@creativebc.com](mailto:pgill@creativebc.com)>; Jim Simpson <[jsimpson@creativebc.com](mailto:jsimpson@creativebc.com)>  
**Cc:** Bhat, Asha TAC:EX <[Asha.Bhat@gov.bc.ca](mailto:Asha.Bhat@gov.bc.ca)>; Cyr, Lori JTT:EX <[Lori.Cyr@gov.bc.ca](mailto:Lori.Cyr@gov.bc.ca)>  
**Subject:** Final Contracts for Signature

Good morning Prem and Jim,  
Here are the final contracts for signature. Prem if you can please sign and scan and email back to me and include the Creative BC invoices for both contracts, I will print and have Claire sign this afternoon. If you can please send back to me by 2pm today that would be great.  
Please let me know if you have any questions.  
Thanks, K

**Karen Lamare**

Director, Creative Sector Policy  
Ministry of Tourism, Arts and Culture  
Mobile: 604 506-3520  
Email: [karen.lamare@gov.bc.ca](mailto:karen.lamare@gov.bc.ca)

**From:** [Bhat, Asha TAC:EX](#)  
**To:** [Avison, Claire TAC:EX](#)  
**Subject:** FW: Amplify BC programs  
**Date:** Thursday, March 22, 2018 10:58:41 AM  
**Attachments:** [Document1 \[Compatibility Mode\].docx](#)

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quick overview of program..

## AmplifyBC

The following provides an overview of the of the programs and partnerships under the new AmplifyBC music program.

Programs			
1.	<b>Career Development</b>	<b>Supporting:</b> <ol style="list-style-type: none"> <li>1. Sound Recording</li> <li>2. Marketing and Music Videos</li> <li>3. Touring</li> <li>4.</li> </ol> <b>Funding Streams for:</b> <ul style="list-style-type: none"> <li>• Emerging Artists</li> <li>• Established Artists</li> </ul>	<ul style="list-style-type: none"> <li>• Combines Sound Recording, Careers of BC Artists and Signature programs into 1 program</li> <li>• Allows applicants maximum flexibility in spending</li> <li>• Separate funding streams manage applicant and industry expectations</li> <li>• Supports the creation of intellectual property</li> <li>• Serves the biggest funding gaps - providing support to those unable to access FACTOR and to established artists struggling to earn a livelihood in a smaller music market</li> </ul>
2.	<b>Live Music</b>	<b>Supporting:</b> <ul style="list-style-type: none"> <li>• Company Growth</li> <li>• Business Dev't</li> <li>• Music Tourism</li> <li>• Performance opportunities</li> <li>• Job Creation/ Retention</li> </ul>	<ul style="list-style-type: none"> <li>• Highest demand of all BCMF programs</li> <li>• Was effective in meeting the needs of regional music presenters</li> <li>• Application process was a steep learning curve - a similar program structure will assist applicants</li> <li>• Companies articulate their own funding needs and plan for growth</li> </ul>

3.	<b>Music Company Development</b>	<b>Supporting:</b> <ul style="list-style-type: none"> <li>• Company Growth</li> <li>• Business Dev't</li> <li>• Creative Entrepreneurship</li> <li>• Job Creation/ Retention</li> </ul>	<ul style="list-style-type: none"> <li>• Was effective in meeting the needs of companies</li> <li>• Application process was a steep learning curve - a similar program structure will assist applicants</li> <li>• Companies articulate their own funding needs and plan for growth</li> </ul>
4.	<b>Music Industry Initiatives</b>	<b>Supporting:</b> <ul style="list-style-type: none"> <li>• Talent Development</li> <li>• Export Activities</li> <li>• Artist Showcases in New Markets</li> <li>• Research Projects</li> <li>• New Business Opportunities</li> </ul>	<ul style="list-style-type: none"> <li>• Program is flexible to industry needs and addresses industry gaps</li> <li>• Supports training and professional development</li> </ul> <p><b>NEW: AMPLIFY BC Music Industry Internship Program</b></p> <ul style="list-style-type: none"> <li>• Supports job placements for emerging industry professionals</li> <li>• Builds BC's talent base, develops skills and experience</li> <li>• Builds pathways for recent graduates into the workforce</li> <li>• Budget: \$400,000</li> </ul>

Partnerships and Services	
<b>Music BC</b>	Music BC will continue to play a key role in supporting training and professional development and leading export and showcasing activities for B.C.'s music industry. In addition, Music BC's capacity will be increased to serve the regions of B.C. and to develop a new music industry internship program.
<b>Indigenous Initiatives</b>	Creative BC has partnered with the First Peoples' Cultural Council to deliver new programs supporting mentorship opportunities for music industry professionals and recording studios, as well as a new artist development training program for Indigenous artists. Creative BC will also increase outreach and awareness of its

	<p>funding programs to Indigenous people, and will work with Indigenous partners to identify funding gaps, serve those in remote communities, and increase financial support for self-directed programs.</p>
<p><b>Research and Policy Support</b></p>	<p>Creative BC will provide support for data collection and analysis on B.C.'s music industry, and policy research to stay current with changing trends, copyright law, digital distribution, and other issues facing B.C.'s music industry. This will ensure that the Creative BC continues to improve the competitiveness of B.C. artists and companies in a landscape with rapidly changing business models and digital distribution methods.</p>



**AMPLIFY BC Funding Announcement**  
**Questions & Answers**  
**March 21, 2018**

*Advice to Tourism, Arts and Culture*

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**Key Messages:**

- B.C. has a rich, diverse music industry, and we are proud to support emerging and established B.C. artists and professionals through AMPLIFY BC, a new music fund.
- This \$7.5 million fund is great news for music professionals across B.C.'s diverse music industry.
- The new fund will help BC talent take their place on the world stage.
- AMPLIFY BC is just one way we are working to support the B.C. music industry at all levels, and encouraging more people to celebrate and participate in B.C. music.
- We are proud to support B.C.'s music industry – Canada's third-largest music centre – with over 285 music companies, 160 recording studios and more than 200 music festivals across the province.

**Q1: What are you announcing today?**

- Today, we are excited to announce \$7.5 million in government funding for AMPLIFY BC.
- AMPLIFY BC supports activities in B.C.'s diverse music industry.
- This new fund comes out of extensive consultation with Creative BC and B.C.'s music industry stakeholders to target specific areas which they felt needed attention.

**Q2: How does AMPLIFY BC differ from the former BC Music Fund?**

- AMPLIFY BC builds on the momentum already gained by the BC Music Fund, with a more strategic focus on **sustainable industry growth**, and funding streamlined into **four key areas**, rather than eight.
- AMPLIFY BC was created following extensive consultation with Creative BC and B.C.'s music industry stakeholders.
- The new fund increases focus on **strategically targeting investment** throughout the various stages of career and company growth.
- Having **four key areas** gives industry professionals more flexibility. Industry leaders asked for more coherent integrated funding options. And this new structure enables that.
- Industry leaders are excited about this new fund.

**Q3: Is this investment more money than the former government provided for music?**

- It is the same amount of funding. The BC Music Fund was \$15 million over two years, whereas AMPLIFY BC is \$7.5 million, administered over one year.
- However, in our consultations, we heard from industry that more flexibility within each program would assist them to achieve their goals. AMPLIFY BC will be designed to do that.

### Q3: What funding programs will AMPLIFY BC offer?

- The new fund will support artists and professionals across the music industry in British Columbia by focussing on four areas:
  - **Career Development:** Funds will support emerging and established artists developing careers in sound recording, marketing and music videos, and touring.
  - **Live Music:** Live music will benefit from support in the areas of business development, performance opportunities, job creation and retention, and music tourism.
  - **Music Company Development:** Music companies will receive funding to enhance company growth, business development, entrepreneurship and job creation and retention.
  - **Industry Initiatives:** This program will fund a variety of initiatives, including training and professional development and a new music industry program to support job placements for emerging artists.

### Q4: How will the new fund support the music sector in B.C.?

- AMPLIFY BC will help place B.C. talent on the world stage and spotlight our talented artists and industry professionals working throughout the province.
- AMPLIFY BC will directly support people currently working in the music sector by:
  - Providing more sustainable funding for start-ups.
  - Improving industry and export market development, including skills development and better use of data for market research.
  - Continuing support for key partners, including Music BC and the First Peoples' Cultural Council.
  - Streamlining program delivery.
- Our funding of AMPLIFY BC will attract public and private investment from other areas, which will maximize the approximately \$400 million annually this sector contributes to the provincial economy.

### Q5: How will the funding be administered?

- AMPLIFY BC will be administered by Creative BC over the next year.

### Q6: When will AMPLIFY BC programs open?

- Creative BC will consult with industry and the Creative BC Music Advisory Committee to determine next steps and roll-out the new fund.
- A review of the former BC Music Fund, in late 2017, will guide Creative BC in designing new programs.

- Creative BC will share information as it becomes available.

**Q7: Why is it important to support the music industry in B.C.?**

- We are incredibly proud of B.C.'s rich and diverse music industry.
- British Columbia is Canada's third largest music centre, with over 285 music companies, 160 recording studios and more than 200 music festivals across the province.
- Provincial programs like AMPLIFY BC also attract investments – and leverage support – for B.C.'s music industry, which contributes approximately \$400 million each year to the provincial economy.

**Q8: What is happening to the Signature Program?**

- The types of projects supported by the Signature Artist program are being considered within the four new funding streams, and discussions on this are ongoing with stakeholders.

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