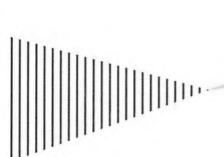
Financial statements

Creative BC Society

March 31, 2017





Independent auditors' report

To the Members of Creative BC Society

Report on the financial statements

We have audited the accompanying financial statements of Creative BC Society, which comprise the statement of financial position as at March 31, 2017, and the statements of changes in net assets, operations and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Creative BC Society as at March 31, 2017, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Report on other legal and regulatory requirements

As required by the Society Act of British Columbia, we report that, in our opinion, Canadian accounting standards for not-for-profit organizations have been applied on a basis consistent with that of the preceding year.

Vancouver, Canada September 28, 2017 Ernst + young LLP

Chartered Professional Accountants



Incorporated under the Society Act of British Columbia

Statement of financial position

As at March 31

	2017	2016
	\$	\$
Assets		
Current		
Cash and cash equivalents	370,905	234.778
Restricted cash and term deposits for BC Music Fund [note 5]	14,467,188	15,000,000
Short-term investments [note 4]	4,979,243	5,112,379
Accounts receivable	57,000	2,594
Grants receivable	1,015,000	
Prepaid expenses	82,220	843,418
Total current assets	20,971,556	38,862
Deposits	22,313	21,232,031
Property and equipment, net [note 6]	1,247,656	1 250 204
Land and building held for sale [note 6]	99,458	1,259,284
Process of the contract of the	22,340,983	22,491,315
Liabilities and net assets		
Current		
Accounts payable and accrued liabilities		240701
Program commitments	530,281	357,265
Film production advances payable	4,585,514	
Deferred income	1000	2,500
Amounts received to fund future	352,062	-
commitments [note 7]		42,32,432
Total current liabilities	11,416,487	17,001,997
Total Current habilities	16,884,344	17,361,762
Net assets		
Internally restricted – capital assets	1,347,114	1,259,284
Internally restricted – other [note 8]	2,336,900	2,336,900
Unrestricted	1,772,625	1,533,369
Total net assets	5,456,639	5,129,553
	22,340,983	22,491,315

See accompanying notes

On behalf-of-the-Board:

Director

3

Director

Statement of changes in net assets

Year ended March 31

		20	017		2016
	Internally restricted – capital assets \$	Internally restricted – other \$	Unrestricted	Total \$	Total \$
Balance, beginning of year Excess (deficiency) of revenue	1,259,284	2,336,900	1,533,369	5,129,553	5,278,715
over expenses for the year	(104,846)	_	431,932	327,086	(149,162)
Purchases of property and equipment	192,676	_	(192,676)		4.567.647
Balance, end of year	1,347,114	2,336,900	1,772,625	5,456,639	5,129,553

See accompanying notes

Statement of operations

Year ended March 31

	2017	201
	\$	\$
Revenue		
Program revenue [note 7]	8,506,227	3,502,949
Application fees	1,259,492	1,420,957
Program expenses recovered	1,200,402	6,566
Short-term investment income	339,342	266,905
Investment management fees	(27,106)	(27,680
Operational funding [note 7]	439,283	439,283
	10,517,238	5,608,980
Expenses		
Direct program expenses	8,075,434	3,029,982
Service delivery cost	536,283	471,660
Total program expenses [note 3]	8,611,717	3,501,642
	1,905,521	2,107,338
Administration		271911000
Accommodation	135,062	101,605
Marketing and communications	56,969	27,936
Amortization	104,846	115,081
Contract fees	323,892	231,107
Director expenses	18,810	38,146
Legal fees	23,981	16,817
Miscellaneous	19,336	8,890
Office supplies	51,174	24,133
Professional fees	48,220	37,001
Program consultants	45,873	141,122
Salaries and wages	1,533,422	1,532,325
Telephone	42,538	30,081
Travel and promotion	80,747	68,693
Administrative expenses reclassed to service delivery costs	(536,283)	(471,660)
	1,948,587	1,901,277
Excess (deficiency) of revenue over expenses before investment	115.151531	1,001,211
fair value adjustment	(43,066)	206,061
Unrealized gain (loss) on short-term investments	370,152	(355,223)
Excess (deficiency) of revenue over expenses for the year	327,086	(149,162)

See accompanying notes

Statement of cash flows

Year ended March 31

	2017	2016
	\$	\$
Operating activities		
Provincial government grants received	3,128,418	17,507,571
Interest, application fees and other income received	1,658,835	1,304,959
Administration expenses paid	(1,870,848)	(2,257,856)
Net change in non-cash working capital balances	(1,010,040)	(2,201,000)
related to operations [note 9]	5,010,328	251,320
Cash provided by operating activities	7,926,733	16,805,994
Program activities		
Program expenses	(8,611,717)	(3,029,982)
Program expenses recovered	(-)	6,566
Cash used in program activities	(8,611,717)	(3,023,416)
Investing activities		
Property and equipment additions	(192,676)	4.266
Decrease (increase) in short-term investments	503,288	976,673
Decrease (increase) in restricted cash and term deposits	3.03403.2	010,010
for BC Music Fund	510,499	(15,000,000)
Cash provided by (used in) investing activities	821,111	(14,019,061)
Net increase (decrease) in cash during the year	136,127	(236,483)
Cash and cash equivalents, beginning of year	234,778	471,261
Cash and cash equivalents, end of year	370,905	234,778

See accompanying notes

Notes to financial statements

March 31, 2017

1. Organization

F.D.B.C. Film Development Society of British Columbia [the "Society"] was established in 1987. The mandate of the Society is to expand and diversify the film, television, and digital media industry in British Columbia. The Society met its mandate by delivering a series of industry development and support programs and by administering the film and television Tax Credit Program on behalf of the provincial government.

During the year ended March 31, 2013, at the request of the provincial government, the Society agreed to assume the responsibilities of the B.C. Film Commission, previously within government, and to assume responsibility for encouraging the growth of the larger creative industry sector, including book and magazine publishing and music, effective April 1, 2013.

To reflect the larger mandate, the Society changed its name to Creative BC Society and amended its constitution and bylaws on February 25, 2013.

The Society is incorporated under the Society Act of British Columbia as a not-for-profit organization and is exempt from income taxes. The Society is currently in the process of transitioning to the new Societies Act of British Columbia and this is expected to be ratified at the next Annual General Meeting.

2. Summary of significant accounting policies

These financial statements are prepared in accordance with Part III of the CPA Canada Handbook – Accounting, "Accounting Standards for Not-for-Profit Organizations", which sets out generally accepted accounting principles for not-for-profit organizations in Canada and includes the significant accounting policies summarized below.

Revenue recognition

The Society follows the deferral method of accounting for contributions.

Contributions

Restricted contributions are deferred when initially recorded in the accounts and are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when initially recorded in the accounts, if the amount to be received can be reasonably estimated and collection is reasonably assured.

Program revenue

Provincial government contributions related to programming are restricted and are, therefore, recorded as program revenue in the year in which the related expenses are incurred.

Program expenses recovered

Program expenses recovered are recorded as revenue when received, provided there are no significant remaining obligations of the Society.

Notes to financial statements

March 31, 2017

Application fees

The Society acts as an agent and administers the film and television Tax Credit Program on behalf of the Province of British Columbia. For its administration services, the Society retains the application fees which are recorded as revenue when the applications have been processed. During the year ended March 31, 2017, the Society processed applications, with respect to the film and television Tax Credit Program, where the total provincial tax credits approximated \$557,024,664 [2016 – \$369,324,000].

Short-term investment income

Short-term investment income, which consists of interest, dividends, income distributions from pooled funds, and realized and unrealized gains and losses, is recognized as revenue when earned and is recorded in the statement of operations.

Cash and cash equivalents

Cash and cash equivalents consist of cash held at financial institutions and short-term investments with an original maturity of less than 90 days at the date of purchase.

Property and equipment

Property and equipment is carried at cost and is amortized over the estimated useful lives of the assets using the following rates and bases:

Building Computer equipment and software 5% straight-line 30% declining balance 30% declining balance

Land is not amortized.

Furniture

Construction in progress is not amortized as it is currently not employed in operations.

Short-term investments

Short-term investments are recorded at fair value. The fair values of the investments are determined as follows: pooled funds are valued at year end reported values. Fixed income securities and equity securities are valued at year-end quoted bid prices. Transaction costs and investment management fees are expensed as incurred.

Pension plan

Effective April 1, 2013, the Society joined the Public Service Pension Plan, which is considered a multi-employer defined benefit pension plan and, accordingly, defined contribution pension accounting has been used as information about the Society's portion of the plan is not readily available. An actuarial valuation is carried out every three years and the most recent actuarial valuation was carried out on March 31, 2014. The finding was that the plan was 101% funded. The Society's expense for the year ended March 31, 2017 in respect of pension contributions for its employees to the Defined Benefit Municipal Pension Plan amounted to \$89,511 [2016 – \$85,568].

Notes to financial statements

March 31, 2017

Use of estimates

The preparation of financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. Management believes that the estimates used in preparing its financial statements are reasonable and prudent; however, actual results could differ from these estimates.

3. Program expenses

	2017	2016
	\$	\$
Project development	556,481	469,841
Slate development	235,250	58,750
Industry and professional development assistance	315,080	253,358
Industry marketing support	387,682	429,897
Industry sponsorship events	157,907	95,979
Regional film commissions	200,028	210,000
Cultural industries	138,723	97,500
Creative industries	198,500	200,000
Industry development service delivery	389,620	15,589
Western Economic Diversification initiatives	409,990	324,693
BC Arts Council - Arts Innovation/Interactive Fund	1,039,000	874,375
BC Arts Council - service delivery	65,000	014,010
Music Fund	4,020,664	100
Music Fund service delivery	497,792	
A STATE AND DESIGNATION OF THE STATE OF THE	8,611,717	3,029,982

Notes to financial statements

March 31, 2017

4. Short-term investments

Funds invested with RBC Phillips, Hagar & North Investment Counsel consist of the following short-term investments:

	20	17	20	16
	Cost	Market value	Cost	Market value
	\$	\$	\$	\$
Cash - Canadian dollars	32,796	32,796	(214,731)	(214,731)
High Yield Bond Fund	1,143,279	1,171,290	1,603,113	1,441,337
Bond Fund	1,274,222	1,240,136	1,698,989	1,711,099
Canadian Money Market Fund	185,341	185,341	163,384	163,384
Canadian Equity Fund	388,616	482,908	376,519	400,500
Dividend Income Fund	340,085	439,005	326,568	368,309
Overseas Equity Fund	227,831	262,723	132,582	194,563
Short Term Bond and Mortgage Fund	453,675	450,584	377,303	376,705
RBC International Equity Fund	156,690	209,356	152,651	195,375
RBC Private U.S. Large-Cap Core	217777		102,001	100,010
Equity Fund	196,763	272,854	195,059	232,825
U.S. Equity Fund	136,720	232,250	220,985	243,013
-	4,536,018	4,979,243	5,032,422	5,112,379

5. Restricted cash and term deposits for BC Music Fund

Funds received with respect to BC Music Fund are restricted for use to these programs. As the amounts are spent, the program revenue will be recognized. The amounts restricted are as follows:

	Restricted for music programs
Restricted – cash	3,958,176
Restricted – term deposits	10,509,012
Total restricted cash and term deposits	14,467,188

Notes to financial statements

March 31, 2017

6. Property and equipment

Property and equipment consist of the following:

		2017	
	Cost	Accumulated amortization	Net book value
	S	\$	\$
and	292,500	_	292,500
Building	1,320,362	649,987	670,375
Computer equipment	807,613	706,733	100,880
Computer software	30,853		30,853
Furniture	196,650	177,611	19,039
Construction in progress	134,009		134,009
	2,781,987	1,534,331	1,247,656
		2017	
	Cost	Accumulated amortization	Net book value
	\$	\$	\$
and and building held for sale	324,643	225,185	99,458

Computer equipment with a cost of \$30,853 and construction in progress is not being amortized as the assets have not been placed into service.

		2016	
	Cost \$	Accumulated amortization \$	Net book value \$
Land	292,500		292,500
Building	1,645,005	815,760	829,245
Computer equipment and software	786,988	667,918	119,070
Furniture	189,461	170,992	18,469
	2,913,954	1,654,670	1,259,284

Notes to financial statements

March 31, 2017

7. Amounts received to fund future commitments

Amounts received to fund future commitments represent unspent provincial government grant revenue externally restricted for the purpose of funding film and television and digital media initiatives. Changes in the balance are as follows:

		\$
Balance, March 31, 2015		2,730,729
Provincial government grant funding		2,240,000
BC Arts Council funding		650,000
Western Economic Diversification grant received [note 13]		326,000
BC Music Fund received		15,000,000
Less amount recognized as program revenue in the year		(3,502,949)
Less amount of deferred operational revenue utilized		(439,283)
Less production advance payable		(2,500)
Balance, March 31, 2016	1	17,001,997
Provincial government grant funding		2,240,000
BC Arts Council funding		650,000
Western Economic Diversification grant received [note 13]		410,000
CMPA internship		50,000
Reel Green		10,000
Less amount recognized as program revenue in the year		(8,506,227)
Less amount of deferred operational revenue utilized		(439,283)
Balance, March 31, 2017	- 5	11,416,487
8. Internally restricted – other		
	2017	2016
	\$	\$
Balance, beginning of year	2,336,900	2,336,900
Balance, end of year	2,336,900	2,336,900

The internally restricted funds are set aside for future contingencies.

Notes to financial statements

March 31, 2017

9. Net change in non-cash working capital balances related to operations

	2017 \$	2016 \$
Accounts receivable	(54,406)	22,261
Prepaid expenses	(21,046)	(20,140)
Accounts payable and accrued liabilities	170,519	249,199
Program payable	4,585,514	
Deferred income	352,062	
	5,032,643	251,320

10. Lease commitments

The Society entered in a property lease commencing June 4, 2017 and has various operating leases for equipment. The annual minimum payments under these operating leases are as follows:

	\$
2018	178,422
2019	204,475
2020	236,575
2021	168,924
Thereafter	1,299,240

11. British Columbia Film Foundation

The Society established the British Columbia Film Foundation [the "Foundation"], which was incorporated under the Society Act of British Columbia in December 2007 and is a registered charity under the Income Tax Act (Canada). The purpose of the Foundation, among other things, is to educate the public's understanding and appreciation of the arts by recognizing and supporting excellence and innovation in the art of Canadian film, television and new media and to make awards consistent with its purposes.

Three of the five Directors of the Foundation are also Directors of the Society. The financial statements of the Foundation are not consolidated with those of the Society.

12. Financial instruments

The Society is not exposed to currency risk, credit risk or liquidity risk.

Interest rate risk

The Society is exposed to interest rate risk with respect to investments in fixed income investments and pooled funds that hold fixed income securities because the fair value will fluctuate due to changes in market interest rates.

Notes to financial statements

March 31, 2017

13. Western Economic Diversification commitment

Western Economic Diversification has committed to contribute \$1,200,000 over four years to the Society. The funds are to be used for building capacity for the Society's creative industries content creators and distributors, to increase their penetration into international markets and to attract foreign investment and highly skilled talent to British Columbia.

The amount allocated to the final year is as follows:

2018 334,000

During fiscal 2016 and 2017, the Society received grant funding of \$326,000 and \$410,000 [note 7], respectively. The program revenue and expenses of \$324,693 and \$409,990, respectively, were incurred with respect to the grant. As future expenses are incurred, the Society will recognize the remaining Western Economic Diversification contribution as revenue.

14. British Columbia Societies Act disclosures

In accordance with the new Societies Act of British Columbia and its accompanying regulations, which were effective November 28, 2016, the following disclosures are required:

[a] Remuneration paid to directors

The directors of the Society receive no compensation as a result of their board position. From time to time, the Society carries out business transactions with suppliers of goods and services whose officers are also directors of the Society. During the year, these transactions amounted to nil [2016 – nil]. These transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to be the related parties and which, in management's opinion, is comparable to amounts that would have been paid to non-related parties. These transactions are subject to a regular review process.

[b] Remuneration paid to employees and contractors

The employees or contractors of the Society with the highest remuneration greater than \$75,000 include the Executive Director of the Society. The total remuneration paid to these six employees in the year was \$637,552.

15. Subsequent events

In July 2017, the Society closed the sale of one of its properties with a net book value of \$99,458, for gross cash proceeds of \$832,000. Expenses related to the sale were \$23,492. The gain on the sale of the property of \$709,050 will be recognized in the March 31, 2018 financial statements.

In July 2017, the Society closed the sale of its remaining properties with a net book value of \$962,875, for gross cash proceeds of \$3,750,000. Expenses related to the sale were \$112,500. The gain on the sale of the property of \$2,674,625 will be recognized in the March 31, 2018 financial statements.

Notes to financial statements

March 31, 2017

16. Prior year comparative numbers

Certain of the prior year comparative figures have been reclassified to conform to the current year's presentation.

7 West of Avenue Vancouver BC Candual VSV 182



Tracy Campbell
Management Services Division
PO Box 9842 Stn Prov Govt
Victoria BC
V8W 9T2
Canada

October 25, 2017

Dear Tracy,

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Enclosed please find our audited financial statements for the fiscal year ended 31 March 2017.

As you will see from the statements, the organization had another strong year

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One other change of note on the Income Statement is the year over year decline in Application Fees was caused by a change in our accounting policy for revenue recognition and not because of a lower volume of applications. Starting in this fiscal year, we are only recognizing revenue as an application is processed (earned) as opposed to when the application is received.

Another note of explanation is that on the Balance Sheet, only one of our two strata units is showing segregated as being held for sale as the decision to list only the upstairs unit had been taken prior to our year end of March 31. As we had disclosed to you, we subsequently decided to list both units which sold in July 2017 thus divesting ourselves of all real estate holdings.



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Please let us know if you have any questions on the enclosed statements or require any further detail.

Yours truly,

Jim Simpson

CFO Creative BC

cc: Prem Gill, Gordon Esau, Claire Avison, Asha Bat

Financial Statements of

CREATIVE BC SOCIETY

Year ended March 31, 2018



KPMG LLP PO Box 10426 777 Dunsmuir Street Vancouver BC V7Y 1K3 Canada Telephone (604) 691-3000 Fax (604) 691-3031

INDEPENDENT AUDITORS' REPORT

To the Members of Creative BC Society

Report on the Financial Statements

We have audited the accompanying financial statements of Creative BC Society, which comprise the statement of financial position as at March 31, 2018, and the statement of operations, changes in net assets, and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

KPMG LLP is a Canadian limited liability pertnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity. KPMG Canada provides services to KPMG LLP and the services of KPMG LLP





Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Creative BC Society as at March 31, 2018, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Report on other legal and regulatory requirements

As required by the Societies Act (British Columbia), we report that, in our opinion, the accounting policies applied in preparing and presenting the financial statements in accordance with Canadian accounting standards for not-for-profit organizations have been applied on a basis consistent with that of the preceding year.

Other matter

The financial statements of Creative BC Society as at and for the year ended March 31, 2017 were audited by another auditor who expressed an unmodified opinion on September 28, 2017.

Chartered Professional Accountants

Vancouver, Canada September 27, 2018

KPMG LLP

Statements of Financial Position

Year ended March 31, 2018, with comparative information for 2017

		2018		2017
Assets				
Current assets:				
Cash and cash equivalents	\$	2,776,912	\$	370,905
Restricted cash and cash equivalent for BC Music Fund		4,554,976		14,467,188
Investments (note 4)		5,748,751		4,979,243
Accounts receivable		50,403		57,000
Funding receivable		9,342,049		1,015,000
Prepaid expenses		149,374		81,433
		22,622,465		20,970,769
Deposits		23,350		23,100
Property and equipment (note 5)		1,138,947		1,247,656
Land and building held for sale (note 5)		-		99,458
	_		•	22,340,983
Liabilities and Net Assets	\$	23,784,762	\$	22,340,900
Liabilities and Net Assets Current liabilities: Account payable and accrued liabilities (note 3)	\$	403,245	\$	530,281
Current liabilities: Account payable and accrued liabilities (note 3) Current portion of deferred lease inducement		403,245 31,500	•	530,281
Current liabilities: Account payable and accrued liabilities (note 3) Current portion of deferred lease inducement Program commitments payable		403,245 31,500 5,541,328	•	530,281 4,585,514
Current liabilities: Account payable and accrued liabilities (note 3) Current portion of deferred lease inducement Program commitments payable Deferred revenue		403,245 31,500	•	530,281 4,585,514 352,062
Current liabilities: Account payable and accrued liabilities (note 3) Current portion of deferred lease inducement Program commitments payable		403,245 31,500 5,541,328 454,558	•	
Current liabilities: Account payable and accrued liabilities (note 3) Current portion of deferred lease inducement Program commitments payable Deferred revenue		403,245 31,500 5,541,328 454,558 9,216,096	•	530,281 4,585,514 352,062 11,416,487
Current liabilities: Account payable and accrued liabilities (note 3) Current portion of deferred lease inducement Program commitments payable Deferred revenue Deferred contributions (note 6) Deferred lease inducement		403,245 31,500 5,541,328 454,558 9,216,096 15,646,727	•	530,281 4,585,514 352,062 11,416,487 16,884,344
Current liabilities: Account payable and accrued liabilities (note 3) Current portion of deferred lease inducement Program commitments payable Deferred revenue Deferred contributions (note 6) Deferred lease inducement Net Assets:		403,245 31,500 5,541,328 454,558 9,216,096 15,646,727 216,000 15,862,727	•	530,281 4,585,514 352,062 11,416,487 16,884,344
Current liabilities: Account payable and accrued liabilities (note 3) Current portion of deferred lease inducement Program commitments payable Deferred revenue Deferred contributions (note 6) Deferred lease inducement Net Assets: Internally restricted - capital assets		403,245 31,500 5,541,328 454,558 9,216,096 15,646,727 216,000 15,862,727 1,138,947	•	530,281 4,585,514 352,062 11,416,487 16,884,344 1,347,114
Current liabilities: Account payable and accrued liabilities (note 3) Current portion of deferred lease inducement Program commitments payable Deferred revenue Deferred contributions (note 6) Deferred lease inducement Net Assets: Internally restricted - capital assets Internally restricted - other (note 7)		403,245 31,500 5,541,328 454,558 9,216,096 15,646,727 216,000 15,862,727 1,138,947 3,336,900	•	530,281 4,585,514 352,062 11,416,487 16,884,344 1,347,114 2,336,900
Current liabilities: Account payable and accrued liabilities (note 3) Current portion of deferred lease inducement Program commitments payable Deferred revenue Deferred contributions (note 6) Deferred lease inducement Net Assets: Internally restricted - capital assets		403,245 31,500 5,541,328 454,558 9,216,096 15,646,727 216,000 15,862,727 1,138,947	•	530,281 4,585,514 352,062 11,416,487

Commitments (note 9)

See accompanying notes to financial statements.

Approved on behalf of the Board:

The Browlen

Director

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Director

Statements of Operations

Year ended March 31, 2018, with comparative information for 2017

	2018	2017
Revenue:		
Program revenue (note 6)	\$ 14,306,561	\$ 8,506,227
Application revenue	1,558,349	1,259,491
Investment income (note 8)	326,043	312,237
Operational funding (note 10)	-	439,283
	16,190,953	10,517,238
Direct expenses:		
Direct program expenses	13,851,521	8,075,434
Program administration cost	667,023	536,283
Total program expenses	14,518,544	8,611,717
	1,672,409	1,905,521
Operating expenses:	4 00 4 000	4 500 500
Salaries and benefits	1,694,606	1,523,536
Contractors	143,964	85,335
Training and professional development	31,333	11,165
Occupancy cost	383,731	169,397
Office supplies and miscellaneous	36,545	39,425
Travel and hospitality	115,439	116,316
IT services and licenses	268,019	78,666
Directors expenses	15,912	11,441
Equipment lease	13,165	10,840
Insurance	14,208	15,573
Professional fees	188,226	118,074
Marketing and communication	142,621	194,163
Finance	18,433	6,094
Amortization	144,011	104,845
Allocation to program expenses	(667,023)	(536,283)
	2,543,190	1,948,587
Deficiency of revenue over expenses before the undernoted	(870,781)	(43,066)
Gain on sale of capital assets (note 5)	3,364,560	-
Unrealized gain (loss) on investments	(28,383)	370,152
Excess of revenue over expenses	\$ 2,465,396	\$ 327,086

See accompanying notes to financial statements.

Statements of Changes in Net Assets

Year ended March 31, 2018, with comparative information for 2017

	ca	Internally restricted - apital assets	Internally restricted - other	Unrestricted	2018 Total	2017 Total
Balance, beginning of year	\$	1,347,114	\$ 2,336,900	\$ 1,772,625	\$ 5,456,639	\$ 5,129,553
Excess (deficiency) of revenue over expenses		(144,011)	-	2,609,407	2,465,396	327,086
Purchases of property and equipment		1,013,099	_	(1,013,099)	-	-
Disposal of property and equipment		(1,077,255)	-	1,077,255	-	-
Interfund transfer (note 7)		_	1,000,000	(1,000,000)	-	
	\$	1.138.947	\$ 3,336,900	\$ 3,446,188	\$ 7,922,035	\$ 5,456,639

See accompanying notes to financial statements.

Statements of Cash Flows

Year ended March 31, 2018, with comparative information for 2017

	2018	2017
Cash provided by (used in):		
Operating:		
Excess of revenue over expenses	\$ 2,465,396	\$ 327,086
Items not involving cash:		
Gain on disposal of property and equipment	(3,364,560)	(070 450)
Unrealized loss on investments	28,383	(370,152)
Management fees on investments	26,906	27,767
Amortization of deferred lease inducement	(22,500)	-
Amortization of property and equipment	144,011	104,845
	(722,364)	89,546
Changes in non-cash working capital:		
Accounts receivable	6,597	(54,406
Deferred lease inducement	270,000	-
Funding receivable	(8,327,049)	(171,582
Prepaid expenses	(67,941)	(42,571
Deposits	(250)	(23,100
Accounts payable and accrued liabilities	(127,036)	170,519
Program commitments payable	955,814	4,585,514
Deferred revenue	102,496	352,062
Deferred contributions	(2,200,391)	(5,585,510
Cash flow from operating activities	(10,110,124)	(679,528)
Investing		
Proceeds from disposal of property and equipment	4,441,815	-
Purchase of property and equipment	(1,013,099)	(192,676
Redemption of investments	250,000	4,020,000
Purchase of investments	(810,000)	(3,335,000
Investment income reinvested	(264,797)	(209,481
Cash flow from investing activities	2,603,919	282,843
Decrease in cash and cash equivalents	(7,506,205)	(396,685
Cash and cash equivalents, beginning of year	14,838,093	15,234,778
Cash and cash equivalents, end of year	\$ 7,331,888	\$ 14,838,093

See accompanying notes to financial statements.

Cash and cash equivalents include restricted cash and cash equivalents for BC Music Fund of \$4,554,976.

Notes to Financial Statements (continued)

Year ended March 31, 2018

1. Organization:

Originally established in 1987 as the F.D.B.C Film Development Society of British Columbia, the organization changed its name to Creative BC Society ("the Society") and amended its bylaws and constitution on February 25, 2013 when it was asked by the provincial government to assume the responsibilities of the B.C. Film Commission and expand the creative sectors it serves and to continue to administer the film and television Tax Credit program on their behalf. The creative sectors now served are:

- Motion Picture and Television
- Digital & Interactive
- Books & Magazine
- Music

Funding is provided primarily by the Province of British Columbia and the Society is dependent on funding from this source.

The Society was incorporated under the Society Act (British Columbia) and transitioned to the new Societies Act (British Columbia) on March 1, 2017.

The Society is exempt from income taxes under section 149 of the Income Tax Act.

2. Significant accounting policies:

These financial statements have been prepared by management in accordance with Canadian Accounting Standards for Not-for-Profit Standards in Part III of the *CPA Canada Handbook – Accounting*, which sets out generally accepted accounting principles for not-for-profit organizations in Canada. The Society's significant accounting policies are as follows:

(a) Revenue recognition:

The Society follows the deferral method of accounting for contributions.

(i) Contributions:

Restricted contributions are initially deferred and are recognized as revenue in the year in which the related expenses are incurred or restrictions met. Unspent amounts are included in deferred contributions. Unrestricted contributions are initially recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Notes to Financial Statements (continued)

Year ended March 31, 2018

2. Significant accounting policies (continued):

- (a) Revenue recognition (continued):
 - (ii) Application fees:

The Society acts as an agent and administers the film and television Tax Credit Program on behalf of the Province of British Columbia. For its administration services, the Society retains the application fees which are recorded as revenue when the applications have been processed. During the year ended March 31, 2018, the Society processed applications, with respect to the film and television Tax Credit Program, where the total provincial tax credits approximated \$703,794,048 (2017 - \$557,024,664).

(iii) Investment income:

Investment income, which consists of interest, dividends, income distributions from pooled funds, and realized gains and losses, is recognized as revenue when earned. Realized investment income and the unrealized fair value adjustment to investments are recorded in the statement of operations.

(b) Cash and cash equivalents:

Cash and cash equivalents consist of cash held at financial institutions and short-term investments with an original maturity of less than ninety days at the date of acquisition.

(c) Property and equipment:

Property and equipment are carried at cost less accumulated amortization. When property and equipment no longer contribute to the Society's ability to provide services, its carrying amount is written down to its residual value. Property and equipment are amortized over their estimated useful lives, with amortization taken in the year the assets are put into use, using the following rates and bases:

Asset	Basis	Rate
Computer equipment and software Furniture Leasehold improvements	Declining balance Declining balance Straight-line	30% 30% lease term of 10 years

Capitalized assets under development consists of accounting and CRM system software implementation. Amortization will commence once the asset is available for use.

Notes to Financial Statements (continued)

Year ended March 31, 2018

2. Significant accounting policies (continued):

(d) Financial instruments:

Financial instruments are recorded at fair value on initial recognition. Freestanding derivative instruments that are not in a qualifying hedging relationship and equity instruments that are quoted in an active market are subsequently measured at fair value. All other financial instruments are subsequently recorded at cost or amortized cost, unless management has elected to carry the instruments at fair value. The Society has elected to carry all its investments at fair value with changes in fair values recognized in the statement of operations.

Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred. All other financial instruments are adjusted by transaction and financing costs incurred on acquisition, which are amortized using the straight-line method.

Financial assets recorded at cost or amortized cost are assessed for impairment on an annual basis at the end of the fiscal year if there are indicators of impairment. If there is an indicator of impairment, the Society determines if there is a significant adverse change in the expected amount or timing of future cash flows from the financial asset. If there is a significant adverse change in the expected cash flows, the carrying value of the financial asset is reduced to the highest of the present value of the expected cash flows, the amount that could be realized from selling the financial asset or the amount the Society expects to realize by exercising its right to any collateral. If events and circumstances reverse in a future period, an impairment loss will be reversed to the extent of the improvement, not exceeding the initial carrying value.

(e) Pension plan:

Effective April 1, 2013, the Society joined the Public Service Pension Plan, a multi-employer defined benefit pension plan and, accordingly, defined contribution pension accounting has been used as information about the Society's portion of the plan is not readily available.

(f) Allocation of expenses:

Direct program expenses are incurred as the commitment is made to the grantee. Also included are the direct costs related to delivering and supporting the programs.

Overhead is also applied to each functional department based on a head count allocation.

Notes to Financial Statements (continued)

Year ended March 31, 2018

2. Significant accounting policies (continued):

(g) Lease inducements:

Lease inducements consist of reimbursements of costs received by the Society for leasehold improvements and were originally recorded at the amount of the reimbursement received. Lease inducements are deferred and amortized into revenue on the same basis as the related leasehold improvements.

(h) Use of estimates:

The preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the year. A significant area subject to such estimates and assumptions include the determination of useful lives of capital assets for purposes of amortization. Actual results could differ from those estimates.

3. Accounts payable and accrued liabilities:

Included in accounts payable and accrued liabilities are government remittances payable of \$1,618 (2017 - \$3,734), which includes amounts payable for GST.

4. Investments:

Funds invested with RBC Phillips, Hagar & North Investment Counsel consist of the following investments:

	2		2017			
	Cost		Market value	Cost		Market value
Cash - Canadian dollars	\$ 5,088	\$	5,088	\$ 32,796	\$	32,796
High Yield Bond Fund	1,142,082	1	,126,496	1,143,279		1,171,290
Bond Fund	1,360,488	1	,310,646	1,274,222		1,240,136
Canadian Money Market Fund	208,798		208,798	185,341		185,341
Canadian Equity Fund	417,560		480,300	388,616		482,908
Dividend Income Fund	424,997		502,522	340,085		439,005
Overseas Equity Fund	234,188		321,322	227,831		262,723
Short Term Bond and	,					
Mortgage Fund	1,072,446	1	,054,248	453,675		450,584
RBC International Equity Fund	144,671		215,494	156,690		209,356
RBC Private U.S. Large-Cap Core	402 202		262 030	196,763		272,854
Equity Fund	183,203		262,939	,		,
U.S. Equity Fund	140,390		260,898	136,720		232,250
	\$ 5,333,911	\$ 5	,748,751	\$ 4,536,018	\$	4,979,243

Notes to Financial Statements (continued)

Year ended March 31, 2018

5. Property and equipment:

			2018	2017
	Cost	Accumulated amortization	Net book value	Net book value
Land Building Computer equipment	\$ - 673,061	\$ - 474,985	\$ - - 198,076	\$ 292,500 670,375 100,880
Computer software Furniture Leasehold improvements	109,009 194,171 489,855	16,351 41,910 40,341	92,658 152,261 449,514	30,853 19,039
Assets under development	246,438 1,712,534	573,587	246,438 1,138,947	134,009 1,247,656
Property held for sale	-	-	-	99,458
	\$ 1,712,534	\$ 573,587	\$ 1,138,947	\$ 1,347,114

In July 2017, the Society completed the sale of its properties with a cumulative net book value of \$1,062,333, including \$99,458 net book value of property held for sale, for cash consideration of \$4,582,000. Transaction costs related to the sale were \$141,199. The gain of \$3,378,467 realized on the sale has been recognized in these financial statements. In addition, furniture was sold as part of the property sale which resulted in a loss on sale of \$13,907.

6. Deferred contributions:

Deferred contributions represent unspent provincial government grant revenue externally restricted for the purpose of funding specific deliverables. Changes in the balance are as follows:

		Opening balance 2017	Funds committed/ received	Recognized as revenue	Closing balance 2018
Tourism Arts & Culture - Core	\$	734,582	\$ 2,240,000	\$ 2,603,864	\$ 370,718
Tourism Arts & Culture					
- BC Music Fund (a)	1	0,584,922	-	10,362,459	222,463
Tourism Arts & Culture					
- Amplify BC		-	7,500,000	-	7,500,000
Tourism Arts & Culture					
- One-time funding		-	1,000,000	-	1,000,000
BC Arts Council		36,983	650,000	686,983	-
Reel Green		10,000	80,000	52,455	37,545
CMPA Internship		50,000	50,000	14,630	85,370
Jobs, Tourism, & Skills					
Training - Labour Market (b)		-	252,170	252,170	-
Western Economic					
Diversification (c)			334,000	334,000	-
	\$ 1	1,416,487	\$ 12,106,170	\$ 14,306,561	\$ 9,216,096

Notes to Financial Statements (continued)

Year ended March 31, 2018

6. Deferred contributions (continued):

(a) Tourism Arts & Culture - BC Music Fund:

Originally, the BC Music Fund contract required that all grant funds were committed and paid out by March 31, 2018. Subsequently it was amended to allow payments up to December 31, 2018 as well as to transfer \$150,000 for Music Education to the Amplify BC 18/19 funding contract. Amplify BC is the new provincial music fund announced in March 2018 to provide funding in support of the music industry in BC for 2018/19.

(b) Jobs, Tourism, & Skills Training - Labour Market:

Billed and recognized based on milestones achieved.

(c) Western Economic Diversification:

Western Economic Diversification committed in 2014 to contribute \$1,200,000 over four years to the Society. The funds were to be used for building capacity for the Society's creative industries content creators and distributors, to increase their penetration into international markets and to attract foreign investment and highly skilled talent to BC. Fiscal 2018 was the final year of the program and the full \$1,200,000 has been contributed and distributed.

7. Internally restricted - other:

	2018	2017
Balance, beginning of year Transfer from unrestricted fund	\$ 2,336,900 1,000,000	\$ 2,336,900
	\$ 3,336,900	\$ 2,336,900

Internally restricted net assets represents those funds restricted with the approval of the Board of Directors for expenditures related to potential costs of relocation, emergencies, anticipated capital asset purchases, and certain approved programs. The amount is not available for purposes other than those designated except with approval from the Board.

8. Investment income:

Investment income earned during the year is comprised of the following:

	2018	2017
Interest and dividends	\$ 254,608	\$ 317,153
Net realized gains on investments	98,341	22,851
Investment management fees	(26,906)	(27,767)
	\$ 326,043	\$ 312,237

Notes to Financial Statements (continued)

Year ended March 31, 2018

9. Lease commitments:

The Society has entered in a property lease commencing June 4, 2017 and has various other operating leases for equipment. The annual minimum lease payments under these operating leases are as follows:

2019	\$ 361,26
2020	361,26
2021	366,26
2022	367,26
2023	367,26
Thereafter	1,549,09
	\$ 3,372,39

10. Operational Funding:

Fiscal 2017 was the final year where a \$2,000,000 grant provided in 2014 to assist in the restructuring of the Society was amortized into revenue.

11. British Columbia Film Foundation:

The British Columbia Film Foundation (the "Foundation"), which was incorporated under the Society Act of British Columbia in December 2007 and is a registered charity under the Income Tax Act (Canada). The purpose of the Foundation, among other things, is to educate the public's understanding and appreciation of the arts by recognizing and supporting excellence and innovation in the art of Canadian film, television and new media and to make awards consistent with its purposes.

The Foundation is independent of the Society and hence the financial statements of the Foundation are not consolidated with those of the Society. There are no material transactions between the Society and the Foundation.

12. Financial risks and concentration of credit risks:

(a) Market and interest rate risk:

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risks include equity price risk, currency risk and interest rate risk. The Society's exposure to equity price risk is primarily attributable to fluctuations in quoted market prices of listed investments.

The Society is exposed to interest rate risk on its fixed interest rate investments. Fixedinterest instruments subject the Society to a fair value risk. The Society is exposed to this risk as a result of investments in money market and bond funds.

The risks associated with investments are managed through the Society's established investment policy.

Notes to Financial Statements (continued)

Year ended March 31, 2018

12. Financial risks and concentration of credit risks (continued):

(b) Liquidity risk:

Liquidity risk is the risk that the Society will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Society manages its liquidity risk by monitoring its operating requirements. The society prepares budget and cash forecasts to ensure it has sufficient funds to fulfill its obligations.

The Society is not subject to currency or significant concentration of credit risks.

There has been no change to the risk exposures from 2017.

13. Related party transactions:

From time to time, the Society carries out business transactions with suppliers of goods and services whose officers are also directors of the Society. During the year, these transactions amounted to nil (2017 - nil). These transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties and which, in management's opinion, is comparable to amounts that would have been paid to non-related parties. These transactions are subject to a regular review process.

14. British Columbia Societies Act disclosures on remuneration:

For the fiscal year ending March 31, 2018, the Society paid total remuneration of \$989,415 (2017 - \$637,552) to nine employees and contractors (2017 - six), each of whom received total annual remuneration of \$75,000 or greater.

In accordance with the bylaws of the Society, no remuneration was paid to any members of the Society's Board of Directors during the year.

15. Pension plan:

An actuarial valuation is carried out every three years and the most recent actuarial valuation was carried out on March 31, 2017. The finding was that the plan was 108% funded. The Society's expense for the year ended March 31, 2018 in respect of pension contributions for its employees to the Public Service Pension Plan amounted to \$122,377 (2017 - \$89,511).

16. Comparative information:

Certain comparative information has been reclassified to conform to the presentation adopted in the current year.



604 736 7997 info@creativebc.com 7 West 6th Avenue Vancouver BC Canada V5Y 1K2



November 2, 2018

Via Email: asha.bhat@gov.bc.ca

Asha Bhat Executive Lead, Creative & Multiculturalism Division Ministry of Tourism, Arts & Culture PO Box 9327 Stn Prov Govt Victoria, BC V8W 9N3

Dear Asha,

Enclosed are Creative BC's Audited Financial Statements for the year ended March 31, 2018. As you will see from reading through these statements our fiscal 2017/18 was a high point in recent years for the organization in both grants to industry; activities in the sectors and internal operations.

s.13; s.17

Total direct program spending experienced a 71% increase over the year primarily driven by the bulk of the BC Music Fund being committed during this fiscal year. Direct program spending broken down by funding contract showed:

TAC – General	2,275,622
BC Music Fund	10,285,165
BC Arts	686,983
Western Economic	333,977
Other	<u>269,773</u>
	13,851,520

s.17



IT services & licenses

upgrade of computer systems to ensure secure and efficient handling of data

s.13; s.17

We believe this covers the key highlights from our recent fiscal year but would be happy to answer any of your questions and provide more details as required.

Yours truly,

Jim Simpson CFO Creative BC Society

cc: Prem Gill, CEO, Creative BC

This Shared Cost Arrangement (the "Agreement") dated for reference the February 11, 2016.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by The Minister of Jobs, Tourism and Skills Training

(the "Province")

AND

Creative BC Society 2225 West Broadway Vancouver, BC V6K 2E4

(the "Recipient")

WHEREAS:

- A. The Province has approved funding under the Program for the Project and such funding is to be paid by the Province to the Recipient pursuant to the Stipulations.
- B. The Recipient has met the Eligibility Criteria established in this Agreement in order to qualify for funding under the Program.

The parties agree as follows:

DEFINITIONS

- 1. In this Agreement and its recitals the following definitions apply:
 - "Agreement" means this shared cost arrangement and any schedules attached hereto;
 - "Commencement Date" means the date identified in Schedule A

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"Completion Date" means the date identified in Schedule A upon which the Recipient will complete the Project and such date must not be later than March 31, 2018;

"Eligible Costs" means all the direct costs properly and reasonably incurred by a Recipient or a Third Party with respect to the Project, including disbursements, and are incurred between the project Commencement Date and the Completion Date;

"Eligibility Criteria" means the terms imposed by the Province and in respect of the Project as set out in this Agreement respecting qualification of the Recipient for funding under the Program;

"Event of Default" means an event described as such as set out in section 21;

"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 Jobs, Tourism and Skills Training who are directly involved in the administration of the Program, and includes anyone authorized to act on their behalf;

"Program" means the program of the Province known as the "BC Music Fund";

"Project" means the project 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 retain the funds it receives under the Project; and

"Third Party" means any person or entity or its officers, employees or agents, other than a party to this Agreement that is involved in the implementation of the Project or eligible for disbursements.

SCHEDULES

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

Schedule A

Project Description, Stipulations and Dates, and

Schedule B

Payment and Reporting Requirements

TERM OF AGREEMENT

 Notwithstanding the actual date of execution of this agreement, the term of this Agreement begins on the Commencement Date, and expires on the Completion 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.
- The Recipient agrees to:
 - (a) carry out the Project in a diligent and professional manner;
 - (b) commence carrying out the project within one month of the commencement date;
 - (c) complete the Project no later than the Completion Date; and,
 - provide evidence satisfactory to the Province that the Recipient has commenced the Project in accordance of section 5(b) of this Agreement
- 6. If, in the opinion of the Province, the Recipient has failed to provide evidence satisfactory to the Province to demonstrate the Project has commenced, the Province may at any time following the expiry of 30 days following the date the Province gives the Recipient notice requesting production of the aforementioned evidence, terminate this Agreement, and upon such termination the Recipient will repay to the Province all money received under this Agreement that has not, as of the date of termination been expended for services required to be delivered by the recipient under this Agreement.
- The Recipient will comply with all applicable laws, statutes, and regulations of British Columbia.
- 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; and,
 - (d) ensure that all Contracts entered into by the Recipient with any Third Parties contain the provision in section 7
- The Recipient is solely responsible for all aspects of the Project, and nothing in this
 Agreement is deemed to give the Province an interest in, or responsibilities for the Project,
 unless otherwise provided in this Agreement.
- The Recipient will ensure that the financial contribution of the Province is to be used solely
 for the purpose of defraying the Eligible Costs in carrying out and completing the Project as
 described in Schedule A.
- The Recipient acknowledges that Eligible Costs that have received funding from any other federal or provincial government sources will not be reimbursed under this Agreement, and

that the Recipient agrees to promptly notify the Province through Program Staff in writing of any such funding received.

- 12. 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.
- The Recipient will obtain prior written approval from the Province for any significant changes to the scope of the Project.
- 14. 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

- Provided the Recipient is in compliance with its obligations under this Agreement, the Province will pay the Recipient the amount and in the manner set out in Schedule B.
- 16. The Province will not have any obligation to make a payment under section 15 unless the Recipient has complied with the provisions of this Agreement including, without limitation, those set out in Schedule B.

COMMUNICATIONS

17. The Recipient agrees that all public information material pertaining to the Project will clearly indicate that the Project is funded by the Province. The Recipient acknowledges that the Province desires at least 15 working days notice of any scheduled communications material or public events relating to the Project.

INDEMNIFICATION

- 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
- anything arising in connection with this agreement or the Project, including the delivery or implementation of the Project

INSURANCE

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

DEFAULT

- 21. 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;
 - (b) any representation or warranty made by the Recipient in connection with this Agreement is untrue or incorrect;
 - any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect; or,
 - (d) the Recipient fails to provide positive confirmation that the Project has been completed by the Completion Date

TERMINATION

- 22. 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 23, 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
- 23. If the Province terminates this Agreement under section 22(a), then such termination will be effective on the 30th day following the day written notice of termination is given pursuant to that section.

REMEDIES NON-EXCLUSIVE

- 24. 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.
- 25. 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

- 26. 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) the 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

27. The Recipient acknowledges that nothing in this Agreement will bind the Province to provide any financing for any addition or improvement to the Project, or any cost overruns of the Project 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

28. 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

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

SURVIVAL OF TERMS

30. Sections 8(b), (c) and (d), 17, 18, 19 and 20, continue in force indefinitely, even after this Agreement ends.

NOTICE

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

Karen Lamare
Director, Creative Industries Policy
865 Hornby, suite 700
Vancouver, BC V6Z 2G3
Karen.lamare@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 2225 West Broadway Vancouver, BC V6K 2E4 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

- This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 34. 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.
- 35. 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 Project that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 36. 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
- 37. 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.)	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
Prem Gill)))	Tracy Campbell
Chief Executive Officer, Creative BC)	Chief Financial Officer, Ministry of Jobs Tourism and Skills Training
(Signature))	(Signature)

SCHEDULE A: PROJECT DESCRIPTION AND DATES

- A.1 The Commencement Date is February 11, 2016.
- A.2 The Completion Date is no later than March 31, 2018.
- A.3 The Recipient will carry out the Project: Creative Sector Programming in partnership with Music Canada. The project has two components:
- A.3.1 The Recipient may, with the approval of the province, engage Music Canada to undertake specific deliverables to support emergent priorities within the creative sector.
- A.3.2 The Recipient will create the BC Music Fund:

The funding will be disbursed according to a project plan developed by the Recipient and Music Canada, and approved by the province, that includes defined Third Parties eligible for disbursements, eligible activities and expenditures, and the application and disbursement process within the following categories or services:

- (a) sound recording and video production and their marketing and promotion
- (b) live music performances
- (c) distant location tour development
- (d) investments to enhance music production and programming
- (e) industry development

A.4 Stipulations:

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

- (a) use the funding solely for the purpose identified in section A.3 above; and
- use the funding solely for reasonable costs and expenses that are incurred between the Commencement and Completion Date;
- up to \$2,000,000 shall be directed for the purposes of completing A.3.1 within the Completion and Commencement Date;
- (d) the balance of the maximum contribution identified in B.1 that is not directed to A.3.1, shall be directed for the purposes of completing A.3.2 within the Commencement and Completion Date;
- (e) provide the province with a project plan in support of A.3.2, prior to March 31, 2016, acceptable to the province as a basis for the release of the provincial contribution. The Recipient may disburse the funds according to the approved project plan up to the project completion date of March 31, 2018;

- (f) administration expenses for the Recipient or any delegated administrator of the project shall not cumulatively exceed 6%; and,
- (g) the Recipient shall report on the disbursement of the funds under both projects on an annual basis

SCHEDULE B: PAYMENT AND REPORTING REQUIREMENTS

B.1 Financial Contribution 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 Eligible Project Costs of the Recipient equal to FIFTEEN MILLION DOLLARS (\$15,000,000) Canadian being the maximum amount of contribution funding approved by the Province. Any unspent funding must be returned to the Province on or before March 31, 2018.

B.2 Timing of Payment to the Recipient:

The Province will make a payment of TWO MILLION DOLLARS (\$2,000,000) for its portion of the Eligible Costs that will become due and payable within ten (10) days of the signing of the agreement. The Province will make a payment of THIRTEEN MILLION DOLLARS (\$13,000,000) for its portion of the Eligible Costs that will become due and payable within ten (10) days of receipt and acceptance by the Province of the project plan referred to in section A.4(e) of Schedule A.

B.3 Progress Reports:

The Recipient will deliver to the Province through Program Staff progress reports on March 31st each year. The progress reports will be in a form established by the Province.

B.4. Final Report:

The Recipient agrees to provide to the Province through Program Staff a Final Project Status Report, in a form established by the Province on or before March 31, 2019.

B.5 Other Information:

The Recipient will provide the Province through Program Staff, upon request, all such other information concerning the progress of the Project to completion and payment of Eligible Costs, as may be required by the Province.

BC MUSIC FUND ROADMAP

June 2016

BC MUSIC FUND ROADMAP

This roadmap has been developed by Creative BC to outline key steps for the implementation of the BC Music Fund. This document was developed by Prem Gill, CEO of Creative BC, with the participation of a working group consisting of representatives from Creative BC, Music Canada and the Ministry of Jobs, Tourism and Skills Training. In developing the document, the working group considered extensive research and outreach undertaken in developing the "BC's Music Sector: From Adversity to Opportunity" report by Music Canada, and the experiences of other music fund programs, including those in Ontario and Australia.

1. BACKGROUND

On February 11, 2016, Premier Christy Clark announced a \$15 million grant towards the creation of a BC Music Fund to support various economic development activities in the music industry.

The BC Music Fund will be administered through Creative BC and will help support activity in the music sector in British Columbia in order to diversify B.C.'s economy by attracting direct investment, enhancing music tourism, stimulating the creation and retention of jobs and encouraging increased activity in regional centres. Support will focus on sound recording, live music performances, distant location tour development, music tour strategy and industry development.

The BC Music Fund will be distributed over a two-year period beginning April 1, 2016. Creative BC is responsible for designing the fund, which will include granting programs and support for both new and existing organizations. The fund will follow best practices in grants, including robust governance, an establishment of an advisory committee, an organizational structure to support the roll-out of the fund and to run the programs, and a reviewing system to measure success and outcomes.

This roadmap has been developed by Creative BC to outline key next steps for the establishment of the fund.

2. VISION AND OBJECTIVES

The vision and objectives for the BC Music Fund are consistent with Creative BC's mandate and strategic framework.

VISION

The BC Music Fund will elevate, strengthen and sustain British Columbia's dynamic music sector.

OBJECTIVES

The BC Music Fund will diversify and strengthen British Columbia's economy by:

- Attracting direct investment in B.C.'s music industry
- Enhancing live music opportunities for performers and audiences
- Stimulating the creation and retention of jobs within B.C.'s music industry
- Encouraging increased music activity in regional centres
- Promoting B.C.'s music and talent on the national and global stage
- Establishing relevant benchmarks and metrics to measure impact

3. PROGRAM STREAMS

The BC Music Fund will include four program streams. While specific programs will be developed within these streams, activities currently contemplated under each stream are noted below. Specific eligibility and application requirements will be developed for each of the four program streams and outlined in program stream guidelines. Metrics will be determined to measure results for each program.

a. MUSIC COMPANY DEVELOPMENT

- Business development to expand capacity of B.C.-based music companies (e.g., record labels, music publishers, music managers, artist entrepreneurs, music promoters, music presenters, and booking agents)
- Encourage and support sound and video recording activities at studios located in B.C.
- Support improvements to sound and video recording studios located in B.C. (e.g., sound mitigation, sound systems, etc.)

b. LIVE MUSIC PERFORMANCE

- Development, programming and promoting of live music experiences in B.C., including tourism strategies for music festivals and incorporation of music-related activities into broader B.C. tourism strategies
- Improvements or support to existing, proposed or outdoor performance venues in B.C. (e.g., sound mitigation, sound systems, etc.)

c. DISTANT LOCATION TOUR/EXPORT MARKET DEVELOPMENT

- Tour support for B.C. artists to travel to locations within and outside of Canada
- Increased support to existing export market development activities through Music BC and BC Arts Council

d. INDUSTRY DEVELOPMENT

- Support development of growing or new music sectors (e.g., film and game scoring)
- Artist entrepreneur training
- Export development and marketing strategies

The BC Music Fund Manager will also consider innovative proposals for funding received outside of these four streams, provided that they support the vision and objectives of the BC Music Fund. Consideration will also be given to proposals that may not support economic-development objectives but help to build or promote community-based music education or appreciation.

4. GOVERNANCE AND ADMINISTRATION

ADMINISTRATIVE PRINCIPLES

The BC Music Fund will be administered by Creative BC and will benefit from Creative BC's strong track record of efficient and transparent administration built through its other sector programs. Creative BC's approach to administration includes:

- Clear application guidelines and forms, requiring appropriate but not burdensome amounts of information
- Adhering to industry-leading published application processing, award and funding distribution timelines
- Requiring thorough reporting to assist in the measurement of program outcomes

MANAGER FOR BC MUSIC FUND

Creative BC is in the process of hiring a BC Music Fund Manager. The BC Music Fund Manager will be a two-year term position, coinciding with the length of the fund. The BC Music Fund Manager will report to the CEO and will have experience with business practices, marketing and sales development and management methods, techniques and innovative practices, with a special focus on the current development, trends and needs of the B.C. music industry.

The BC Music Fund Manager will be responsible for:

- Developing, implementing, delivering and evaluating programs under each of the four program streams
- Developing a staff resourcing plan for the implementation of the programs
- Coordinating the intake and evaluation of applications, including managing a jury or other evaluation system
- Creating and maintaining a BC Music Fund website <u>www.bcmusicfund.com</u> (either standalone
 or linking to a webpage within Creative BC's existing website)
- Developing application materials and guidelines (using Creative BC's existing templates as much as possible)
- Providing written and verbal updates to the CEO and participating in government and industry briefings as needed

s.13; s.17

5. BC MUSIC FUND ADVISORY COMMITTEE

A BC Music Fund Advisory Committee will be established for two-way communications between Creative BC and key stakeholder groups within BC's music industry. The purpose of the Advisory Committee is for stakeholder representatives to provide input to Creative BC regarding the BC Music Fund, including the establishment of programs, feedback regarding ongoing success and challenges, administration and suggested corrective actions regarding any issues that may arise. The Advisory Committee is not a decision-making body and as such, participation on the Advisory Committee would not disqualify any member from applying for and receiving funding from the BC Music Fund.

The Advisory Committee will be chaired by the CEO of Creative BC and will have 8-12 members. It is anticipated that the Advisory Committee will meet up to four times per year.

s.13; s.17

6. COMMUNICATIONS AND STAKEHOLDER ENGAGEMENT

To address interim communications prior to the establishment of programs, Creative BC has assigned a Programs Coordinator to manage enquiries regarding the fund, including establishing an email address (music@creativebc.com).

As a next step, a communications and stakeholder engagement plan will be developed and will include consideration of:

- A web portal with information regarding programs, application forms and success stories (in year two)
- Regular public and stakeholder updates (e.g., launch of program streams, calls for applications, one year anniversary, success stories, etc.)
- Opportunities to work with business community to demonstrate economic impacts of BC Music Fund at one year anniversary
- Stakeholder engagement through the BC Music Fund Advisory Committee and directly as part of the development of programs

7. EARLY OPPORTUNITIES

The following were identified as early opportunities for the BC Music Fund in April/May 2016:

- Announce call for proposals for pilot program for sound recording (under the Music Company Development stream) to attract recording at studios in B.C.
- Announce the BC Music Fund Advisory Committee and membership
- Provide increased support to export market development in spring/summer 2016 via Music BC (e.g., increased B.C. profile at Canadian Music Week and The Great Escape)
- Explore research and development opportunities to inform programming.

Early announcements would be accompanied with a notification that applications for the four program streams will be received starting in fall 2016.

APPENDIX 1:

TERMS OF REFERENCE - BC MUSIC FUND ADVISORY COMMITTEE

PURPOSE

The BC Music Fund Advisory Committee is a two-way information forum regarding the implementation of the BC Music Fund. The committee serves in a voluntary advisory capacity to Creative BC and is not a decision-making body.

The purpose of the Advisory Committee is to provide industry and experience-based advice to Creative BC regarding the development, design, ongoing success and challenges, administration and communications of programs under four program streams:

- Music Company Development
- Live Music Performance
- Distant Location Tour/Export Market Development
- Industry Development

As the Advisory Committee is not a decision-making body, participation in the Advisory Committee does not preclude Advisory Committee members or their associated organizations from applying for funding.

MEMBERSHIP, TERM AND RESPONSIBILITIES

The following individuals have confirmed interest in participation:

- Alex Cuba, Smithers, BC
- Amy Terrill, Music Canada
- Asha Bhat, Ministry of Jobs, Tourism & Skills Training
- Bruce Allen, Bruce Allen Talent
- Bryan Adams, Warehouse Studios
- Catherine Runnals, Brand Live
- Nick Blasko, Nick Blasko & Piers Henwood Artist Management
- Patrick Aldous, Music BC
- Prem Gill, Creative BC (Chair)
- Sarah Fenton, Watchdog Management
- Kesi Smyth, 604 Records

s.13: s.17

MEETINGS

It is anticipated that the Advisory Committee will meet 3-4 times per year. Additional meetings may be scheduled at the request of the Chair. Meeting dates will be determined by the committee.

It is anticipated that meetings will be held at Creative BC's offices, unless otherwise determined. While in-person attendance is preferred, video conferencing will be available for those members not located in Vancouver. For meetings held in Vancouver, a travel honorarium of \$250 per meeting will be provided for members travelling from outside of Metro Vancouver and \$500 per meeting for those travelling from outside of British Columbia.

The following is a tentative schedule for Advisory Committee Meetings in 2016 and is subject to change:

- Thursday, June 2, 2016
- Friday, July 22, 2016
- Week of October 17, 2016
- Week of December 5, 2016

March 6, 2017

Music BC Industry Association #100 – 938 Howe St. Vancouver, BC V6Z 1N9

Attention: Alex Grigg, Executive Director

RE: MUSIC BC FUNDING

When signed on behalf of Music BC Industry Association (the "Organization") and Creative BC Society ("Creative BC"), this letter will constitute our agreement regarding the financial participation of Creative BC in the proposed schedule of activities and budget attached as Schedule "A" to this agreement, which forms a part hereof (the "Project").

1. Creative BC Participation. Creative BC will provide \$1,300,000.00 (the "Grant") to the Organization with respect to the Project. Creative BC reserves the right to reduce this amount: (a) if Organization fails to deliver the deliverables described in Schedule "A" (the "Deliverables") by the dates set out therein; or (b) based on the final cost report for the Project referred to below.

The funding is subject to the following:

- a) The opportunity to participate in activities and programs outlined in Schedule "A" for the purposes of cross-promotion and collaboration; and
- The opportunity to have input into all activities and programs outlined in Schedule "A".
- 2. Advance of Funds. Creative BC will pay the foregoing installments of the Grant (the "Advances") to Organization in the following instalments provided that at the time of such payment Organization is in full compliance with its obligations under this agreement:
 - \$450,000 within 15 business days of execution of this agreement by the Organization;
 - (b) \$400,000 within 15 business days of a meeting between Creative BC and the Organization to discuss the progress of the Project following delivery by the Organization to Creative BC of a written report and cost report for the Project in a template provided by Creative BC, such report due July 31, 2017, such meeting to be held no later than August 31, 2017;
 - (c) \$400,000 within 15 business days of a meeting between Creative BC and the Organization to discuss the progress of the Project following delivery by the Organization to Creative BC of a written report and cost report for The Project in the template provided by Creative BC, such written report due March 1, 2018, such meeting to be held no later than March 31, 2018
 - (d) \$50,000 within 15 business days of review and approval by Creative BC of:

- (i) the final detailed accounting and cost report for the Project; and
- the final narrative written report on the Project in the template provided by Creative BC; and
- (iii) photocopies of supporting invoices and receipts upon request, due November 1, 2018.

The templates to be provided by Creative BC pursuant to this Section 2 will be provided by Creative BC reasonably promptly following the execution of this agreement by the Organization. In no event will the Organization be held responsible for the failure to deliver an applicable report due under this Section 2 as a result of Creative BC failing to provide the applicable template to the Organization at least thirty (30) days before the applicable report due date.

- 3. Use and Repayment of Funds. The Advance will not be repayable or recoupable and will not bear interest, except as specified below in the case of an uncured default by the Organization, as specifically described herein. Organization will spend 100% of the Advance on documented Eligible Costs related to Deliverables outlined in Schedule "A".
- Organization's Representations and Warranties. Organization represents, warrants and covenants to Creative BC that:
 - a) <u>Status</u>. The Organization is a corporation validly incorporated which is in good standing under the laws of its jurisdiction of incorporation;
 - <u>Litigation</u>. The Organization will promptly make full disclosure to Creative BC of any threatened or actual litigation affecting the Organization or the Project or that may affect the Project;
 - No Infringement. Any of the Organization's contributions to the Project will not violate or infringe any copyright, moral right, right to privacy, right of image or any other right or interest of any person, nor will they appropriate the personality of any person;
 - d) Personal Information. The Organization has obtained or will, in advance of providing any personal information to Creative BC, obtain informed consent in writing (the "Consents") from all musicians or other individuals participating in the Project for the collection, use and disclosure of any personal information relating to such individuals as contemplated by section 6 below, with such consent also specifying:
 - (i) the personal information for which the individual is providing consent;
 - (ii) the date on which the consent is effective and that such consent does not expire unless withdrawn, subject to the legal and practical obligations; and

(iii) that Creative BC, its affiliates, successors, assigns and service providers may store, access and disclose the personal information in any location worldwide.

The Organization will retain the Consents and provide them to Creative BC on request.

- e) <u>Exploitation</u>. The Organization's contributions to the Project will not contain elements of excessive violence, hate propaganda, sexual violence, or sexual exploitation or elements which are obscene, indecent or child pornography within the meaning of the *Criminal Code* of Canada or libelous or in any other way unlawful;
- f) Completion of Project. The Organization will develop the Project in accordance with the Deliverables outlined in Schedule "A". It is understood that the Project and all Deliverables outlined in Schedule "A" must be completed and submitted to Creative BC no later than November 1, 2018;
- g) <u>Business</u>. The primary business activity of the Organization is in the music industry.
- h) Solvency. The Organization is not insolvent, no winding-up, insolvency, fraudulent preference or conveyance, or moratorium proceedings have been authorized, commenced or are threatened against Organization, nor has Organization committed any act of bankruptcy; and
- Legal Proceedings. There are no actions, suits, judgments, investigations or proceedings outstanding or pending, or, to the best of the knowledge of the Organization, threatened against the Organization.
- Credit and Publicity. Creative BC and its primary funder, the Province of BC, have requirements for recognizing government support in public facing materials relating to projects funded through programs and services delivered to sustain and grow BC's creative sector.

All digital and print communication materials, or any public material referring to the Project funded by Creative BC, must acknowledge government contributions.

All specific instructions regarding credit and acknowledgement are available on the Creative BC website: http://www.creativebc.com/brand-assets

Credit requirements must follow the Creative BC & Government of BC Communications Protocol available online.

Furthermore, the Organization will allow Creative BC the right to use the name of the Organization, the name of the Project, the amount of the Grant, and the name(s) of the musicians or other artists associated with the Project, as well as real-time video captures, images and or other screenshots, illustrations and other publicity materials to publicly promote, publicize and advertise Creative BC, at no cost to Creative BC.

- 6. Information. The Organization grants Creative BC the right to collect and/or publish statistics related to the financing of the Project and other matters provided by the Organization in the application, interim reports or final reports.
- 7. Liability. The Organization will indemnify and hold harmless Creative BC and its respective directors, officers and employees from and against damages, costs, expenses, losses or claims (including, without limitation, legal fees and costs) arising directly or indirectly with respect to:
 - a) the Project, including but not limited to the development, production, exploitation, advertising or promotion of the Project;
 - any uncured breach or alleged breach of any representations, warranties or covenants of the Organization hereunder; and
 - c) any uncured breach by Organization of any other provision of this agreement.
- 8. Default. The Organization will be deemed to be in material default pursuant to this agreement if:
 - a) Any representation or warranty made by the Organization to Creative BC in connection with the Project is or becomes false or misleading;
 - The Organization fails to deliver the Project or is in default of any material provision of this agreement or any other agreement entered into by the Organization in connection with the Project;
 - c) The Organization fails to make all reasonable efforts to deliver the proposed schedule of activities attached as Schedule "A". The Organization will give Creative BC fifteen (15) days prior notice if, due to unforeseen circumstances, any Deliverables will not take place in whole or in part, in which case the Organization will provide Creative BC with a detailed accounting of funds raised and costs incurred to the date of cancellation and enter into negotiations to rebate Creative BC a fair and reasonable portion of any funds advanced.
 - d) The Organization sells, assigns, transfers, options or otherwise disposes of or encumbers any right, interest or property in the Project, in any materials created during the development of the Project or in any underlying rights agreement relating to the Project without the prior written consent of Creative BC.

In any of the foregoing cases, Creative BC may deliver written notice to the Organization to cure the default in question within 30 days following the Organization's receipt of the notice (the "Default Date"). If the Organization does not cure the misrepresentation or default in question to the satisfaction of Creative BC on or before the Default Date, then in addition to any other right or remedy to which it may be entitled, Creative BC may:

- declare the Grant to be forfeited by written notice to the Organization in which case Creative BC will have no further obligation to pay the Grant to the Organization; or
- b) terminate this agreement and declare the entire amount of the Advances paid to the Organization immediately due and payable, after which interest will accrue from the Default Date on the un-repaid portion of the Grant at an annual rate of interest, calculated monthly in arrears, equal to three percent (3%) in excess of the prime commercial lending rate of interest published and charged from time to time by the principal banker of Creative BC. For any portion of the Advances already paid or committed to third parties by the Organization as of the date of termination by Creative BC, the Organization will provide Creative BC with a detailed accounting of such paid or committed portions of the Advances to the date of termination and enter into negotiations to rebate Creative BC a fair and reasonable portion of any paid or committed portions of the Advances attributable to work that has not been performed or that was not approved by Creative BC as part of the Project. Sections 5 to 7 will survive the termination of this agreement.
- Governing Law. This agreement will be governed by the laws of British Columbia and the laws of Canada applicable therein.
- 10. Enurement. This agreement is binding upon and will enure to the benefit of the parties and their respective successors, administrators and permitted assigns.
- 11. No Assignment. The Organization is not permitted to assign this agreement or its rights or obligations herein and will not be entitled to pledge, encumber, assign or direct payment of the Grant without the prior written consent of Creative BC.
- Entire Agreement. This agreement contains the entire agreement between the Organization and Creative BC regarding the subject matter hereof.
- Notices. Notices required or desired to be given under this agreement must be in writing and may be given by personal delivery, email or registered mail (provided there is no disruption of postal services) at the respective addresses, numbers and email addresses indicated on the Creative BC website. A notice so given will be deemed to have been received on the date of personal delivery or email or, if given by registered mail, on the third business day after the date on which it was deposited for mailing with Canada Post, as the case may be.
- Funding. Funding for this project has been provided by the Province of British Columbia.

Please confirm your understanding and acceptance of this agreement by signing and returning this letter at your early convenience. A fully executed copy will forwarded to you in due course.

Yours truly,

CREATIVE BC SOCIETY

Brenda Grunau

Manager, BC Music Fund

Robert Wong

VP + Acting Film Commissioner

UNDERSTOOD AND AGREED:

MUSIC BC INDUSTRY ASSOCIATION

Alex Grigg, Executive Director

Scott Johnson, President Music BC Board of Directors

Schedule "A"

COMMENCEMENT OF PRODUCTION (DATE): January 2, 2017 DEADLINE FOR PROJECT COMPLETION AND REPORTS: November 01, 2018

PROJECT MILESTONES	DELIVERABLES	DATE COMPLETED
"How-To" Series	Workshops/panels #1-2	February & March
MEETING #1 WITH CREATIVE BC	INTERIM REPORT #1 DUE	MARCH 2017
"How-To" Series	Workshops/panels #3-5	April, May, June
Artist Boot Camp (TBD)	Three day artist development program providing intensive training for artists by industry professionals.	Spring 2017
Domestic Trade Initiative #1	Canadian Music Week	April 2017
Export Trade Initiative #1	Tallinn Music Week in Estonia	April 2017
Export Trade Initiative #2	Focus Wales	May 2017
Export Trade Initiative #3	The Great Escape	May 2017
Inbound Trade Initiative #1	Surrey/Abbotsford	June 2017
MEETING #2 WITH CREATIVE BC	INTERIM REPORT #2 DUE + COST REPORT + SECOND DRAWDOWN	JULY 2017

Creative BC

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Initial The Recipient

"How-To" Series	Workshops/panels #6-10	July, August, September, October & November
Inbound Trade Initiative #2	Pemberton Summit	July 2017
Inbound Trade initiative #2	Three day industry development	- Carly 2011
	program with intensive discussion	
	around future business opportunities	
Industry Boot Camp	for BC's music industry.	Spring/Summer 2017
	Berlin, Reeperbahn, Warsaw	
	Trade Mission in Germany and	
Export Trade Initiative #4	Poland	September 2017
Export Trade Initiative #5	AmericanaFest in Nashville	September 2017
Export Trade Initiative #6	TBC	September 2017
	Sydney Trade Mission, Australian	Nevember 2017
Export Trade Initiative #7	Music Week in Australia	November 2017
Export Trade Initiative #8	India	December 2017
Domestic Trade Initiative #2	Toronto Showcase in Toronto	October 2017
	M for Montreal / MUNDIAL /	
Domestic Trade Initiative #3	ABORIGINAL SHOWCASE	November 2017
Domestic Trade Initiative #4	Mundial in Montreal	November 2017
Inbound Trade Initiative #3	Vancouver Sync Summit	October 2017
modula Hade miliative #5	Tanadara ajna admini	
Inbound Trade Initiative #4	Vancouver Electronic	November 2017
IIIDOUIIU TTAUE IIIIIIAUVE #4	Validouvel Electronic	11070111001 2017
	Partnerships with festivals developed	
Music BC Branded Showcase	to showcase BC artists.	Fall 2017
MEETING #3 WITH CREATIVE BC	INTERIM REPORT #3 DUE	NOVEMBER 2017

Initial Creative BC

Initial Creative BC AG. Initial The Recipient

"How-To" Series	Workshops/panels #11-14	December 2017 – May 2018
Export Trade Initiative #9	Folk Alliance in Kansas City, KS	February 2018
Export Trade Initiative #10	SXSW in Austin, TX	March 2018
Domestic Trade Initiative #5	TBC	TBC
Domestic Trade Initiative #6	TBC	ТВС
Inbound Trade Initiative #5	Prince George	February 2018
MEETING #4 WITH CREATIVE BC	INTERIM REPORT #4 & COST REPORT DUE & THIRD DRAWDOWN	MARCH 2018
Inbound Trade Initiative #6	Kelowna	April 2018
Inbound Trade Initiative #7	Victoria	April 2018
Export Trade Initiative #11	TBC	May 2018
Export Trade Initiative #12	FIM Guadalajara in Mexico	May 2018
MITAP	\$200,000 in grants distributed	March & June 2017, February 2018
Export Project Tour Support	\$215,000 in grants distributed	March 2017 – March 2018
Music BC Branded Showcase	Partnership with a festival to showcase BC artists at a BC branded stage	TBD
Emerging Market Development	Research for new market development	India / Seattle/Mexico + TBD
MEETING #5 WITH CREATIVE BC	FINAL REPORT AND COST REPORT DUE	NOVEMBER 1, 2018

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MUSIC BC PROJECT BUDGET	
TRAINING & PROFESSIONAL DEVELOPMENT	
"How-To" Series – 14 Workshops & Panels	\$ 114,500
Artist Boot Camp	\$ 96,000
Industry Boot Camp	\$ 85,250
Contingency	\$ 4,250
Total	\$ 300,000
Project Management - 15%	\$ 45,000
TRADE INITIATIVES	
Emerging Market Development	\$ 41,400
Export Trade Initiatives - 18	\$ 394,500
Inbound Trade Initiatives - 7	\$ 64,100
Total Investment	\$ 500,000
Project Management - 15%	\$ 75,000
FESTIVAL & TOURING PROGRAMS	
Export Project Tour Support	\$ 215,000
MITAP Touring Grants	\$ 200,000
Music BC Stages - 2	\$ 85,000
Total Investment	\$ 500,000
Project Management Export Touring & Stages – 15%	\$ 45,000
MITAP Touring Grant Program Administration - 6%	\$ 12,000
OTHER FUNDING 2017 – 2018	
FACTOR (see report)	\$ 20,000
WD Western Economic Diversification	\$ 45,500
Creative BC Export	\$ 60,000
MITAP	\$ 50,000
CCD (Canadian Content Development)	\$ TBD
Corporate Sponsorship	\$ TBD
SUMMARY BC MUSIC FUND	
Training & Professional Development	\$ 300,000
Trade Initiatives	\$ 500,000
Festival & Touring Programs	\$ 500,000
TOTAL	\$1,300,000

Initial Creative BC Initial Creative BC

AG Initial The Recipient November 28, 2017

First Peoples' Heritage, Language and Cultural Council 1 Boat Ramp Rd Brentwood Bay, BC V8M 1N9

Attention: Tracey Herbert, Chief Executive Officer

RE: BC MUSIC FUND PARTNERSHIP

When signed on behalf of First Peoples' Heritage, Language and Cultural Council (the "Organization") and Creative BC Society ("Creative BC"), this letter will constitute our agreement regarding the financial participation of Creative BC in the proposed schedule of activities and budget attached as Schedule "A" to this agreement, which forms a part hereof (the "Project").

1. Creative BC Participation. Creative BC will provide \$310,500.00 (the "Grant") to the Organization with respect to the Project. Creative BC reserves the right to reduce this amount: (a) if Organization fails to deliver the deliverables described in Schedule "A" (the "Deliverables") by the dates set out therein; or (b) based on the final cost report for the Project referred to below.

The funding is subject to the following:

- a) The opportunity to participate in activities and programs outlined in Schedule "A" for the purposes of cross-promotion and collaboration; and
- b) The opportunity to have input into all activities and programs outlined in Schedule "A".
- 2. Advance of Funds. Creative BC will pay the foregoing installments of the Grant (the "Advances") to Organization in the following instalments provided that at the time of such payment Organization is in full compliance with its obligations under this agreement:
 - (a) **\$200,000** within 15 business days of execution of this agreement by the Organization;
 - (b) \$100,000 within 15 business days of a meeting between Creative BC and the Organization to discuss the progress of the Project following delivery by the Organization to Creative BC of a written report and cost report for the Project in a template provided by Creative BC, such report due March 30, 2017, such meeting to be held no later than April 6, 2017;
 - (d) \$10,500 within 15 business days of review and approval by Creative BC of:
 - (i) the final detailed accounting and cost report for the Project; and
 - (ii) the final narrative written report on the Project; and

- (iii) photocopies of supporting invoices and receipts upon request, due **November 1, 2018**.
- 3. Use and Repayment of Funds. The Advance will not be repayable or recoupable and will not bear interest, except as specified below in the case of an uncured default by the Organization, as specifically described herein. Organization will spend 100% of the Advance on documented Eligible Costs related to Deliverables outlined in Schedule "A".
- **4. Organization's Representations and Warranties.** Organization represents, warrants and covenants to Creative BC that:
 - a) <u>Status</u>. The Organization is a corporation validly incorporated which is in good standing under the laws of its jurisdiction of incorporation;
 - b) <u>Litigation</u>. The Organization will promptly make full disclosure to Creative BC of any threatened or actual litigation affecting the Organization or the Project or that may affect the Project;
 - No Infringement. Any of the Organization's contributions to the Project will not violate or infringe any copyright, moral right, right to privacy, right of image or any other right or interest of any person, nor will they appropriate the personality of any person;
 - d) Personal Information. The Organization has obtained or will, in advance of providing any personal information to Creative BC, obtain informed consent in writing (the "Consents") from all musicians or other individuals participating in the Project for the collection, use and disclosure of any personal information relating to such individuals as contemplated by section 6 below, with such consent also specifying:
 - (i) the personal information for which the individual is providing consent;
 - (ii) the date on which the consent is effective and that such consent does not expire unless withdrawn, subject to the legal and practical obligations; and
 - (iii) that Creative BC, its affiliates, successors, assigns and service providers may store, access and disclose the personal information in any location worldwide.

The Organization will retain the Consents and provide them to Creative BC on request.

e) <u>Exploitation</u>. The Organization's contributions to the Project will not contain elements of excessive violence, hate propaganda, sexual violence, or sexual exploitation or elements which are obscene, indecent or child pornography within the meaning of the *Criminal Code* of Canada or libelous or in any other way unlawful;

- f) Completion of Project. The Organization will develop the Project in accordance with the Deliverables outlined in Schedule "A". It is understood that the Project and all Deliverables outlined in Schedule "A" must be completed and submitted to Creative BC no later than November 1, 2018;
- g) <u>Solvency</u>. The Organization is not insolvent, no winding-up, insolvency, fraudulent preference or conveyance, or moratorium proceedings have been authorized, commenced or are threatened against Organization, nor has Organization committed any act of bankruptcy; and
- h) <u>Legal Proceedings</u>. There are no actions, suits, judgments, investigations or proceedings outstanding or pending, or, to the best of the knowledge of the Organization, threatened against the Organization.
- 5. Credit and Publicity. Creative BC and its primary funder, the Province of BC, have requirements for recognizing government support in public facing materials relating to projects funded through programs and services delivered to sustain and grow BC's creative sector.

All digital and print communication materials, or any public material referring to the Project funded by Creative BC, must acknowledge government contributions.

All specific instructions regarding credit and acknowledgement are available on the Creative BC website: http://www.creativebc.com/brand-assets

Credit requirements must follow the Creative BC & Government of BC Communications Protocol available online.

Furthermore, the Organization will allow Creative BC the right to use the name of the Organization, the name of the Project, the amount of the Grant, and the name(s) of the musicians or other artists associated with the Project, as well as real-time video captures, images and or other screenshots, illustrations and other publicity materials to publicly promote, publicize and advertise Creative BC, at no cost to Creative BC.

- **6. Information.** The Organization grants Creative BC the right to collect and/or publish statistics related to the financing of the Project and other matters provided by the Organization in the application, interim reports or final reports.
- 7. Liability. The Organization will indemnify and hold harmless Creative BC and its respective directors, officers and employees from and against damages, costs, expenses, losses or claims (including, without limitation, legal fees and costs) arising directly or indirectly with respect to:
 - a) the Project, including but not limited to the development, production, exploitation, advertising or promotion of the Project;
 - b) any uncured breach or alleged breach of any representations, warranties or covenants of the Organization hereunder; and

- c) any uncured breach by Organization of any other provision of this agreement.
- **8. Default.** The Organization will be deemed to be in material default pursuant to this agreement if:
 - a) Any representation or warranty made by the Organization to Creative BC in connection with the Project is or becomes false or misleading;
 - The Organization fails to deliver the Project or is in default of any material provision of this agreement or any other agreement entered into by the Organization in connection with the Project;
 - c) The Organization fails to make all reasonable efforts to deliver the proposed schedule of activities attached as Schedule "A". The Organization will give Creative BC fifteen (15) days prior notice if, due to unforeseen circumstances, any Deliverables will not take place in whole or in part, in which case the Organization will provide Creative BC with a detailed accounting of funds raised and costs incurred to the date of cancellation and enter into negotiations to rebate Creative BC a fair and reasonable portion of any funds advanced.
 - d) The Organization sells, assigns, transfers, options or otherwise disposes of or encumbers any right, interest or property in the Project, in any materials created during the development of the Project or in any underlying rights agreement relating to the Project without the prior written consent of Creative BC.

In any of the foregoing cases, Creative BC may deliver written notice to the Organization to cure the default in question within 30 days following the Organization's receipt of the notice (the "**Default Date**"). If the Organization does not cure the misrepresentation or default in question to the satisfaction of Creative BC on or before the Default Date, then in addition to any other right or remedy to which it may be entitled, Creative BC may:

- a) declare the Grant to be forfeited by written notice to the Organization in which case Creative BC will have no further obligation to pay the Grant to the Organization; or
- b) terminate this agreement and declare the entire amount of the Advances paid to the Organization immediately due and payable, after which interest will accrue from the Default Date on the un-repaid portion of the Grant at an annual rate of interest, calculated monthly in arrears, equal to three percent (3%) in excess of the prime commercial lending rate of interest published and charged from time to time by the principal banker of Creative BC. For any portion of the Advances already paid or committed to third parties by the Organization as of the date of termination by Creative BC, the Organization will provide Creative BC with a detailed accounting of such paid or committed portions of the Advances to the date of termination and enter into negotiations to rebate Creative BC a fair and reasonable portion of any paid or committed portions of the Advances attributable to work that has not been performed or that was not approved by Creative BC as part of the Project. Sections 5 to 7 will survive the termination of this agreement.

- **9. Governing Law.** This agreement will be governed by the laws of British Columbia and the laws of Canada applicable therein.
- **10. Enurement.** This agreement is binding upon and will enure to the benefit of the parties and their respective successors, administrators and permitted assigns.
- 11. No Assignment. The Organization is not permitted to assign this agreement or its rights or obligations herein and will not be entitled to pledge, encumber, assign or direct payment of the Grant without the prior written consent of Creative BC.
- **12. Entire Agreement.** This agreement contains the entire agreement between the Organization and Creative BC regarding the subject matter hereof.
- 13. Notices. Notices required or desired to be given under this agreement must be in writing and may be given by personal delivery, email or registered mail (provided there is no disruption of postal services) at the respective addresses, numbers and email addresses indicated on the Creative BC website. A notice so given will be deemed to have been received on the date of personal delivery or email or, if given by registered mail, on the third business day after the date on which it was deposited for mailing with Canada Post, as the case may be.
- **14. Funding.** Funding for this project has been provided by the Province of British Columbia.

Please confirm your understanding and acceptance of this agreement by signing and returning this letter at your early convenience. A fully executed copy will forwarded to you in due course.

Yours truly,

CREATIVE BC SOCIETY

ONEANVE BO GOOLETT	
Brenda Grunau Manager, BC Music Fund	Robert Wong Vice-President
UNDERSTOOD AND AGREED:	
FIRST PEOPLES' HERITAGE, LANGUA	GE AND CULTURAL COUNCIL
Tracey Herbert Chief Executive Officer	_

Schedule "A"

COMMENCEMENT OF PROJECT: November 1, 2017

DEADLINE FOR PROJECT COMPLETION AND REPORTS: November 01, 2018

BACKGROUND:

Creative BC is the administrator of the BC Music Fund, a \$15 million investment by the Province of British Columbia over two years to support the growth of the BC music industry. Creative BC has allocated \$310,500 through the BC Music Fund for initiatives to support the Indigenous music industry in British Columbia. In order to ensure this funding meets the needs of this specific cultural sector, Creative BC is partnering with the First People's Cultural Council to develop and deliver a set of new programs as part of the BC Music Fund.

The First Peoples' Heritage, Language and Cultural Council, known as the First People's Cultural Council (FPCC), is a provincial Crown Corporation formed 1990 with a mandate to assist BC First Nations in their efforts to revitalize their languages, arts and cultures. Since 1990, the FPCC has successfully distributed over \$20 million to British Columbia's Aboriginal communities for language, arts and culture projects. The FPCC serves 203 BC First Nations, and has an active advisory committee representing 34 Indigenous language groups in BC. The FPCC has established networks to ensure effective outreach and communication about new programs, and has the expertise to deliver programs that serve their community.

PROJECT DESCRIPTION:

The FPCC will deliver two program that are aligned with the following BC Music Fund goals:

- Build collective capacity through knowledge transfer and skill development;
- Create projects and platforms that foster new business opportunities;
- Supporting projects that explore evolving and innovative business models and practices; and
- Foster diversity through projects by supporting the development of Indigenous music artists and their influence on the industry landscape.

The two programs are as follows:

- 1. Two funding streams to support the following activities:
 - a) Indigenous directed recording projects in different regions Budget: \$127,000 4 Grants x \$31,750

Objectives

Building Capacity for Indigenous controlled and community based recording

Initial	Initial	Initial
Creative BC	Creative BC	The Recipient
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- Prioritize remote regions
- Equipment upgrades
- Mentorship for building specific expertise and skill capacity
- At least one recording project with an Indigenous music artist

Eligibility Criteria

- BC-based organizations, collectives, businesses
- Applicants must demonstrate operating existing facilities and equipment
- Applicants must have demonstrated expertise and experience recording others
- b) Projects that support professional development of individuals Budget: \$48,000 6 Grants x \$8,000

Objectives

- Professional development of individuals active in various industry roles managers, publicists, promoters, event organizers
- Mentorship for building expertise and skill capacity
- · Short-term internships or shadowing

Eligibility Criteria

- Individuals with demonstrated commitment to the music industry
- Individuals with confirmed opportunities for their proposed professional development
- 2. West Camp Convening of Aboriginal Music Performers Budget: \$120,000
 - Five-day residential immersive professional development convening for emerging and midcareer Aboriginal recording artists from across the province
 - An opportunity to develop their business skills and artistic abilities.
 - Mentorship from Indigenous and non-Indigenous music industry professionals

SERVICES:

The First People's Cultural Council is responsible for the administration, coordination, promotion and delivery of these initiatives.

Program delivery includes the following:

- a) Preparation of program guidelines and application forms for new programs consistent with the agreed upon program design
- b) Establishing eligibility and receiving and processing applications form eligible applicants, including notification and payment. Developing a database and maintaining records for all proposals received.

Initial	Initial	Initial
Creative BC	Creative BC	The Recipient
70		

- c) Promoting the initiatives to Indigenous peoples, disseminating information to BC artists and industry professionals through communications channels, including social media and a targeted email list. This includes developing Call of Expressions of Interest materials, and providing advice and support to potential applicants
- d) Reviewing applications through existing Arts grant peer adjudication processes, ensuring fair and equitable evaluation of those applications according to program guidelines.
- e) Monitoring compliance with any terms or conditions relating to funding guidelines and conditions, including final reports, for funded projects and participants. Collecting relevant data to measure the impact of programs to share with Creative BC.
- f) Planning and implementing the West Camp, which includes project management, arranging and managing partnerships, and other administrative details.
- g) Developing the operational structure and human resources necessary to administer and deliver the initiatives.
- h) Creating feedback mechanisms, including surveys and final reports, for evaluating the effectiveness and impact of the programs according to Creative BC's established metrics.

Creative BC is responsible for the following activities:

- a) Approve program design and application and adjudication process
- b) Collaborate with the FPCC to make public announcements regarding the programs, and promote the initiatives using Creative BC's promotional channels
- c) Provide guidance on provincial reporting requirements pertaining to the financial and legal issues
- d) Ensuring the efficient flow of pertinent information between Council and Creative BC

REPORTING:

The FPCC is responsible for the following reporting requirements:

- a) Preparing all program materials for review by Creative BC in advance of program launches, to ensure consistency with BC Music Fund goals and guidelines.
- b) Preparing materials for public announcements for review by Creative BC, in order to ensure proper logo acknowledgement and recognition, consistent messaging, and collaborate on publicity and marketing initiatives.
- c) Preparing a schedule and list of sessions for West Camp, and list of mentors participating to send to Creative BC for input. Creative BC will have the opportunity to attend the West Camp, encourage people to apply, and provide suggestions for music industry mentors as appropriate.
- d) Providing a status report to Creative BC before funding recipients are announced, that includes:
 - The results of the adjudication including the successful Recipient's Name, Contact Name, Email and Phone Number, Requested Amount, Award Amount, and Grant Purpose;
 - ii) A full list of all applicants including the requested amount; and
 - iii) A list of juror names and panel names for potential release.

Initial	Initial	Initial
Creative BC	Creative BC	The Recipient

- e) Providing data to Creative BC from final reports provided by funding recipients in order to capture the impact of these programs.

 f) Providing a cost report of all expenditures, and invoices and proof of payment as
- requested.

PROJECT BUDGET:

GRANT PROGRAMS

Expense	Estimate/calculation	Total
Indigenous Directed Recording Projects	4 x \$ 31,750	\$127,000
Individual Professional Development	6 x \$8,000	\$ 48,000
Total grants		\$175,000

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CONVENING ABORIGINAL MUSIC PERFORMERS - WEST CAMP - May 2018

Expense	Estimate/calculation	Total
Participant travel expenses (some northern and remote)	30 x \$1000	\$ 30,000
Accommodations	30 x 6 nights x \$120	\$ 21,600
Mentor fees	5 x 5 days x \$1000	\$ 25,000
Workshop facilities	6 days x \$500	\$ 3,000
Equipment and tech	5 days x \$1000	\$ 5,000
Catering	30 x \$25 x 3 x 6 days	\$ 13,500
Consultants – meeting for planning detailed program	\$500 x 4 people	\$ 2,000
Protocols, cultural and spiritual support	\$600 x 6, plus exp.	\$ 4,900
Project Expense Total		\$105,000

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Initial	Initial	Initial
Creative BC	Creative BC	The Recipient
72		

SCHEDULE OF ACTIVITIES:

PROJECT MILESTONES	DELIVERABLES	DATE COMPLETED
MEETING #1 WITH CREATIVE BC	Discuss Program Delivery	NOVEMBER 29, 2017
Launch of two grant programs	Finalize program materials Announce Call for Proposals Promote via website and social media Media Release Develop Call for Expressions of Interest Release call for Expressions of Interest Promote via website and social media	December 13, 2017
Announce Music Camp	Media Release Start reaching out to senior mentors	January 15, 2018
Deadline for grant program applications	Create files, database for applications Provide list to Creative BC	January 31, 2018
Adjudicate grant applications	Convene adjudication committee List of projects recommended for funding	February 28, 2018
Deadline for Music Camp Expressions of Interest	Create files, database, list of applicants Provide list to Creative B Develop draft camp schedule Finalize location and other sponsors	March 15, 2018
	INTERIM REPORT DUE Update on activities List of grant program applications	REPORT DUE MARCH 30, 2018
MEETING #2 WITH CREATIVE BC	Details of Adjudication List of Grants awarded Draft Music Camp Program List of Music Camp Eol's	MEETING TO OCCUR BEFORE APRIL 6, 2018
Distribute grants to successful applicants	Develop agreements with recipients Provide list to finance Send results letters to all applicants	April 6, 2018
Finalize Music Camp Schedule	Select participants for Music Camp Finalize facilitators and mentors Develop workshop schedule	April 8, 2018
Host Music Camp		May 21 - 25, 2018
Grant recipient project reports	Interim Reports via phone - June 30/18 Project finish dates Final Reports	September 30, 2018
MEETING #3 WITH CREATIVE BC	FINAL REPORT AND COST REPORT DUE	NOVEMBER 1, 2018

Initial	Initial	Initial
Creative BC	Creative BC	The Recipient

MODIFICATION AGREEMENT

BETWEEN		
	HER MAJESTY THE QUEEN IN RIGHT OF represented by	THE PROVINCE OF BRITISH COLUMBIA,
•	The Ministry of Tourism Arts and Culi	ture
	(the "Province"),	
AND.		
	Creative BC	•
	7 West 6 th Avenue	
	Vancouver, BC-V5Y 1K2 Canada	
	(the "Recipient")	
BACKGROUND		
A. The parties ent	ered into an agreement dated February 11th,	2016 (agreement#: C16BCMF01)
B. The Parties have	ve agreed to modify the Agreement.	•
#	•	
AGREEMENT		
The partles agree as	s follows:	
1. The term o	f the agreement is extended to end on De	cember 31, 2018
	nt funding must be returned to the Province	
	respects, the Agreement is confirmed.	
		-
	4	
SIGNED AND DELI	IVERED on the 21st day	SIGNED AND DELIVERED SO 160
	, 2018 on behalf of the	day of February , 2018 by or on
Province by its duly	authorized representative;	behalf of the Contractor (or by its authorized signatory
	1 The contract of the contract	or signatories if the Contractor is a corporation)
Signature:		Signature:
Print name:	ASKA-BIHT	Print name: I to Robert Wood
		(



Ref: 35598

February 26, 2019

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

Dear: Ms. Gill,

I am writing to ask that you transfer \$1,618,870 from the completed BC Music Fund (contract C16BCMF01), to Amplify BC (SCA18-AMP-01).

This funding, once transferred, will fall under the terms and conditions of the Amplify BC contract; and it is to be allocated towards existing Amplify BC programs and Special Projects as outlined in the approved December 5, 2018 proposal (see attached).

Sincerely,

Asha Bhat

Executive Lead

Multiculturalism and Creative Sector

Ministry of Tourism, Arts and Culture

MODIFICATION AGREEMENT #1

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA Represented by the Minister of Tourism. Arts and Culture (the "Province", "we", "us", or "our", as applicable)

AND

Creative BC Society
(the "Contractor" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement dated March 29, 2018, contract number SCA18-AMP-01 (the "Agreement").
- B. The Parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- Schedule B Funding by the Province to increase by an additional ONE MILLION SIX HUNDRED EIGHTEEN THOUSAND AND EIGHT HUNDRED SEVENTY DOLLARS (\$1,618,870 CDN) of unused funds from Contract #C16BCMF01, bringing the total contract to NINE MILLION, ONE HUNDRED EIGHTEEN, EIGHT HUNDRED AND SEVENTY DOLLARS (\$9,118,870 CDN)
- 2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 6 day of	SIGNED AND DELIVERED on the day of
March 2019 on behalf of	MARCH, 209 on behalf o
the Province by its duly authorized representative:	the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)
Signature:	Signature:
Print Name:	Print Name:
Asha Bhat	PREM GILL

MODIFICATION AGREEMENT #2

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA Represented by the Minister of Tourism, Arts and Culture (the "Province", "we", "us", or "our", as applicable)

AND

<u>Creative BC Society</u> (the "Contractor" "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement dated February 11, 2016, contract number C16BCMF01 (the "Agreement").
- B. The Parties have agreed to modify the Agreement,

AGREEMENT

The parties agree as follows:

- Schedule B Funding by the Province to decrease by ONE MILLION SIX HUNDRED EIGHTEEN THOUSAND AND EIGHT HUNDRED SEVENTY DOLLARS (\$1,618,870 CDN), bringing the total contract to THIRTEEN MILLION THREE HUNDRED EIGHTY ONE THOUSAND ONE HUNDRED THIRTY DOLLARS (\$13,381,130 CDN).
- 2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 6 day of	SIGNED AND DELIVERED on the day of
March 2019 on behalf of	MYRACH 2019 on behalf of
the Province by its duly authorized representative:	the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)
Signature	Signature:
Print Name:	Print Name:
Asha Bhat	PREM GILL

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AMPLIFY BC

Proposed Reallocation of BCMF Funds through Amplify BC December 5, 2018

Upon review of final reports for the BC Music Fund, \$1,618,870 has become available due to projects and partnerships coming in under budget within the eligible timeframe. In administering any funding programs (and especially a new one), a percentage of funded projects are expected to come in under budget, and a smaller number will withdraw their requests for funding.

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Creative BC recommends the reallocation of unused BCMF funds through Amplify BC programs, partnerships and special projects, as there is significant industry demand and oversubscription for most programs.

Recommendations are as follows:

Partnerships:

- 1. DigiBC Music Education: A province-wide music composing initiative and competition in partnership with DigiBC and the Ministry of Education. high school students and their teachers will learn about how music is integrated into video games, animated movies and other digital media, and then compose music for video games / animated movies themselves. \$150,000 has been approved by the Province for this initiative.
- 2. First Peoples' Cultural Council (FPCC): FPCC did not spend the entire BCMF funding envelope, due to learnings associated with delivering a new program, staff transitions and fiscally responsible use of funds. We recommend that the remaining \$58,128 be carried over to increase their Amplify BC budget. In addition, \$91,872 is recommended as an increase to the FPCC envelope, to support the launch of a new Indigenous Music & Culture Festival. This project will provide significant exposure for Indigenous artists. The total FPCC envelope for Amplify BC will be \$500,000.
- 3. Music BC: Music BC did not spend the entire BCMF funding envelope, due to the learning curve associated with delivering new initiatives. We recommend that the remaining \$20,676 be carried over to increase their Amplify BC budget to \$1,220,676.

1 of 4 For Internal Discussion Only

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Programs:

- It is recommended that funds be allocated to existing Amplify BC programs, as outlined below. The amounts may vary based on the demand for funding and quality of applications. The Music Company Development and Live Music applications are currently in review, and the last Career Development program deadline is December 12. Proposed allocations are as follows:
 - a. Career Development Record in BC: The \$123,803 increase to the budget for this program has already been approved, and funding approvals sent to recipients. This program attracts out-of-province artists to record in BC and increased funding is expected to result in more opportunities for recording studios and producers to work with talented artists from afar and grow their reputations across the country.
 - b. Music Company Development: A top up of \$150,000 to this program will allow Creative BC to fund additional quality applications and create more jobs.
 - c. Live Music: This program received the highest request for funding and has the highest number of regional applicants. 187 applicants applied for a \$7.7 in funding requests, and requests range from \$5,000 to \$150,000. An increase of \$399,391 will support more applicants from across the Province.
 - d. Career Development Winter Intake + Waitlist: This program has received the highest number of applications (331 in the summer intake), and Creative BC anticipates a similar volume of applications in the winter intake. Projects have smaller budgets and more flexible time frames than other programs. An increase in funding can fund a significant number of additional projects. Additionally, Creative BC used 60% of the program budget in the summer intake, so an increase to the winter intake budget will balance funds available per intake. An additional \$325,000 to support artist projects will help meet some of the excess demand.

Special Projects:

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2 of 4 For Internal Discussion Only



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Additional Background:

Any recipients that do not return owed funds will no longer be in good standing and unable to apply to Creative BC programs until the funds have been repaid.

3 of 4 For Internal Discussion Only \subseteq

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AMPLIFY BC

Proposed Reallocation of BCMF Funds through Amplify BC December 5, 2018

Funds available now for reallocation	\$1,422,990
Funds to be returned by recipients	\$195,880
Unused BCMF funds	\$1,618,870

Partnerships	Notes	BCMF Funds Carried Over	Funding Top Up from BCMF Unused Funds	Amplify BC Budget	Total 18/19 Budget
DigiBC Music Education Initiative	Already approved.	\$150,000		1	\$150,000
First Peoples' Cultural Council	Proposed.	\$58,128	\$91,872	\$350,000	\$500,000
Music BC		\$20,676		\$1,200,000	\$1,220,676
Programs		The second			Large - All
Career Development - Record in BC	'Already approved.		\$123,803	\$300,000	\$423,803
Music Company Development	Applications in review.		\$150,000	\$900,000	\$1,050,000
Live Music	Applications in review.	An co	\$399,391	\$1,800,000	\$2,199,391.
Career Development – Winter Intake + Waitlist	Deadline December 12.		\$325,000	\$1,500,000	\$1,825,000
Special Projects	TA SERVICE SERVICES	建筑和北京等		THE RESERVE	Valle to 1
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Total Reallocated BCMF Funds \$1,618,870

4 of 4 For Internal Discussion Only

Contract Number: SCA18-AMP 01

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

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

 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.
- 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.

 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.
- 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.
- The Recipient will ensure that the financial contribution of the Province is to be used solely for paying Eligible Costs incurred by the Recipient.
- 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.
- 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

- 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

- 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 30th 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

(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

- (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

- 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.
- 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.
- 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)

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:
 - 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.





AMPLIFY BC

Implementation Plan April 1, 2018, to December 31, 2019

Table of Contents:

- A. Overview
- **B.** Amplify BC Programs
- C. Research + Policy Support
- D. Partnerships
- **E. Funding Allocations**
- F. Program Development
- G. Timeline
- **H. Industry Consultation**
- I. Communications
- J. Impact + Evaluation

Appendix A: Amplify BC Program Delivery Timeline





A. Overview

On March 22, 2018, the Province of BC announced \$7.5 million in government funding for Amplify BC, the province's new music fund.

Amplify BC will support people working in BC's diverse music industry. The new fund focuses on four program areas: career development for BC artists, support for live music events in BC, support for BC's music companies, and the development of our provincial music industry.

The new fund was created following consultation by Creative BC with BC's music industry stakeholders and the Music Industry Advisory Committee. Amplify BC will be administered by Creative BC starting April 2018, with all funds to be committed by March 31, 2019, and a final report due December 31, 2019.

During April and May of 2018, Creative BC will be developing and launching these four new programs. Creative BC follows best practices in grant administration, including robust governance, ongoing industry consultation, an organizational structure to support the roll-out and delivery of programs, and an evaluation framework to measure success and outcomes.

B. Amplify BC Programs

Between April 2018 and March 2019, Creative BC will design and launch four new funding programs to support different facets of the music industry. These new programs will support long term, sustainable growth for BC's music industry, simplify programs and administrative processes for applicants, leverage funding by aligning with other federal and provincial grant programs, and build on the learnings, successes and galvanization of the music industry created through the first round of investment.

Descriptions of the four new programs are below:

- 1. Industry Initiatives: This program will support the development of BC's music industry, funding projects that support training, skills development, export activities, business development, research and a new focus on young up-and-coming talent. Applicants for this program are industry associations and business collaborations. Applications will be accepted on a rolling basis. (Note: This program supports training, skills development, and export activities led by businesses and other service organizations in addition to those delivered by Music BC through their funding envelope. Music BC is the industry leader in these areas and will be delivering the majority of activities.)
- 2. Career Development: This program will support the careers of emerging and established artists in BC, funding sound recordings, music videos and marketing initiatives. Applicants are artist-entrepreneurs and music companies. There will be two intakes for this program, and separate streams for emerging and established artists. This program will also include a third stream to support out-of-province artists recording at BC studios.
- 3. Live Music: This program will support BC-based live music events, creating engagement opportunities for audiences, artists and youth, and enhancing music tourism throughout BC. Funding will also support business development initiatives, such as adding a new stage, new revenue stream development, marketing initiatives, infrastructure improvements, and professional development. Applicants for this program are BC-based festivals, venues, presenters and event producers. There will be one intake for this program to support festivals, events and concert presentation that happen between November and September 2019.





<u>Live Music Top-Up Program:</u> Due to the timing of the Live Music intake, a top-up program will be implemented to support live music events and festivals that will take place over the upcoming spring and summer. In the first round of the BCMF Live Music program, applicants were required to show expansion. In order to sustain this expansion in the 2018 spring/summer festival season, recipients who are maintaining or growing their 2017 activities will receive top up funding. Without this top up program, there will be a one-year gap in funding for many live music presenters.

4. **Music Company Development:** This program will support the sustainability, growth and capacity of BC's music companies, funding activities including the hiring of new staff, the launch of new business units, researching/testing new products or revenue streams, training and professional development, marketing initiatives, and A&R/scouting. There will be one intake for this program.

C. Research + Policy Support

To support these new programs, evaluate the impact of provincial investment, and compile data on BC's music industry, Creative BC will identify opportunities for data collection and analysis. Research projects will be managed by Creative BC or in partnership with key stakeholders. Creative BC will also invest in policy research to stay current with evolving trends and issues facing BC's music industry.

D. Partnerships

In addition to administering Amplify BC funding programs, Creative BC has established partnerships with other organizations to support the development of BC's music industry, in addition to Amplify BC's Industry Initiatives program. These partnerships include the delivery of specific programs and activities, and the collection of data to measure their impact. Creative BC will work closely with Music BC and FPCC to support all programs designed to support BC's music industry, through cross-promotion, collaboration and shared networks.

- 1. Music BC: \$900,000 has been allocated to Music BC to support training and professional development activities, and the administration of tour funding for artists and travel grants for industry professionals. Music BC also receives funding to lead BC's participation at domestic and international markets through coordinating export missions for BC companies and showcasing opportunities for BC artists. A summary of Music BC funded activities will be provided to the Province once finalized.
- 2. Indigenous Initiatives: Creative BC has budgeted \$325,000 to support Indigenous artists and industry professionals. Creative BC is in discussion with the First Peoples' Cultural Council to discuss the evolution of the partnership that was established last year, how to build on past programs and address emerging gaps and needs.

E. Administration

- 1. Staff and overhead: Creative BC has engaged former BCMF staff to design and deliver Amplify BC programs. This includes Brenda Grunau, Manager, and two program analysts Kaitlyn Reining and Gina Loes to assist with program development and delivery. An additional contractor assists with the processing of final reports, and additional contractors will be hired to assist with outreach, research and data analysis as required.
- 2. **Program Administration:** Expenditures will be required in the areas of program development, industry consultation, marketing and communications, and evaluation to deliver Amplify BC programs.



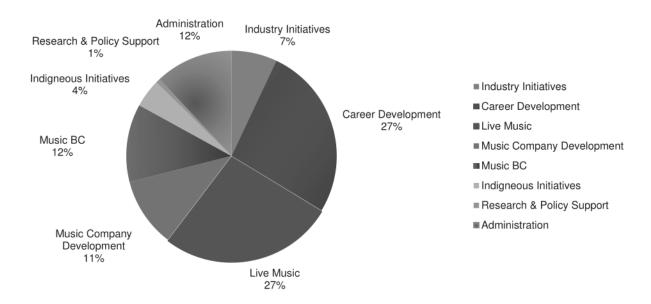


F. Funding Allocations

Below are the funding allocations for Amplify BC. These budget allocations are estimates and may be amended in consultation with the government.

Amplify BC	2018/19	
Programs		
Career Development	s.17	
Live Music		
Music Company Development		
Music Industry Initiatives		
Partnerships & Services		
Music BC	\$900,000	
Indigenous Initiatives	s.17	
Research & Policy Support		
Administration & Overhead	\$900,000	
TOTAL FUNDING	\$7,500,000	

Amplify BC Program Allocations







G. Program Development

The administration of funding programs requires the following implementation activities:

- 1. Program Design: Creative BC will design new programs based on the Amplify BC priorities, outlining program goals, impact areas, and evaluation metrics. Creative BC staff will continue to build programs based on funding best practices and the learnings from the first round of investment. Creative BC has done extensive research on funding programs across Canada and has built relationships with these funding bodies to share knowledge. Creative BC will work closely with other funders to ensure that Amplify BC programs compliment other funding programs and allow BC's music industry to leverage dollars from other levels of government. Creative BC will also design programs to compliment other Ministry activities in the areas of Tourism, Arts and Culture, Education, and Jobs, Trade & Technology.
- 2. Industry Consultation: Creative BC will design surveys to collect feedback from applicants to former BCMF programs, assessing the clarity of program guidelines, the effectiveness of program objectives in serving the industry, the application and reporting process, access to information and client service. This feedback will inform program design of the new Amplify BC programs. The Amplify BC Advisory Committee will provide feedback on program design and guidelines. Additional industry consultations will be scheduled prior to the launch of each program to test program guidelines Music BC, and with successful and unsuccessful BCMF applicants.
- **3. Development of Program Materials:** Creative BC will develop application materials for each program. This includes program guidelines, application forms, budget templates, final reports, cost templates, scoring sheets, FAQ's and other support materials to assist applicants.
- 4. Program Launch: Creative BC will work in collaboration with GCPE and industry partners to announce Amplify BC programs. A combination of press releases, outreach to media outlets, social media support, digital advertising, and targeted communication using the Amplify BC newsletter will promote new programs to potential applicants across BC. Amplify BC info sessions, targeted outreach and travel to industry events will also raise awareness of new programs.
- 5. Client Service: Creative BC will provide ongoing service to potential applicants across the province. This includes delivering in-person and online info sessions for each program, and providing ongoing support through phone calls, emails and in-person meetings for those with questions about the programs and application process.
- 6. Application Evaluation: After each program deadline, Creative BC will begin a robust evaluation process for the applications received. A scoring sheet will be developed and tested to ensure results that meet the goals of the program. Creative BC staff will review all applications, follow up on incomplete applications, and undertake a preliminary scoring process. Advisory panels comprised of industry professionals will be recruited to participate in the evaluation process and review staff recommendations. All programs will engage the expertise of industry advisory panels, with the exception of Industry Initiatives (due to a rolling intake) and the Live Music Top-Up program (which is triggered by eligibility, and not a qualitative evaluation). The Music Industry Advisory Committee is not involved in the evaluation of applications [see section I.1].
- 7. Contract Management: Once funding is allocated, Creative BC will prepare funding contracts for each recipient, and issue the first cheque for the advance of funds. Once final reports are submitted, Creative BC staff will evaluate the information provided, and request copies of receipts and proof of payment as required to ensure the accuracy of information. Adjustments may be made to grant amounts based on

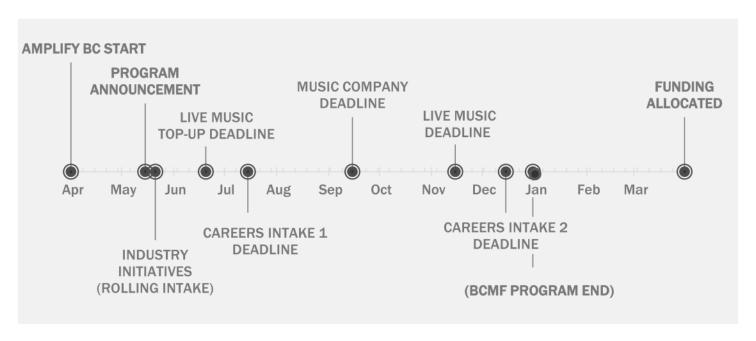




the final reports submitted. Once the final review is complete, a final cheque is issued for the remainder of funds.

- 8. Promotion of Amplify BC Recipients: Creative BC and funded recipients will share the impacts of Amplify BC programs for artists and companies through the Creative BC website and social media channels to build profile for BC's music industry.
- 9. Program Evaluation: At the end of the funding cycle, Creative BC will compile the data from final reports submitted by funding recipients and evaluate the impact of investment. A final report will be prepared for the Province outlining the results of each program. Survey data will be collected from applicants to assess program design and the effective delivery of programs. An independent consultant may be engaged to assist with program evaluation and the preparation of the final report.

H. Program Delivery Timeline



Key Dates:

- Announcement of the Amplify BC timeline with program launches and deadlines late May, 2018
- Spring/summer funding intakes for Live Music Top-Up, Career Development
- Rolling intake for Industry Initiatives
- Spring/summer travel to promote programs across BC
- Fall/winter funding intakes for Live Music, Music Company Development, Career Development
- Amplify BC Interim Report submitted to the Province of BC by November 1, 2018
- Funding committed by March 31, 2019
- Projects completed by September 1, 2019, final reports submitted by October 1, 2019
- Amplify BC final report submitted to the Province of BC by December 31, 2019

The full program delivery timeline is outlined in **Appendix A**.





I. Industry Consultation + Outreach

Music Industry Advisory Committee: The BCMF Advisory Committee was formed to ensure two-way
communication between Creative BC and key stakeholder groups within BC's music industry. The
purpose of the Advisory Committee was for stakeholder representatives to provide input to Creative BC
regarding funding programs, ongoing success and challenges, administration and solutions to address
issues that may arise.

The Advisory Committee is not a decision-making body nor adjudicating body, and as such, participation on the Advisory Committee did not disqualify any member from applying for and receiving funding. The Advisory Committee's role is to provide input on program development, marketing and outreach, and evaluation processes.

BCMF Advisory Committee members will be asked to continue serving in this role on the Music Industry Advisory Committee, providing input on the new Amplify BC programs and acting as an ongoing link between Creative BC and BC's music industry. Committee members will be asked if they wish to continue, and Creative BC will recruit new members to the Advisory Committee to grow the diversity and representation of this committee. Four meetings will be held each year.

The current Advisory Committee members are as follows:

- Alex Cuba, Artist, Smithers BC
- Amy Terrill, Music Canada, Toronto, ON
- Asha Bhat, Ministry of Tourism, Arts & Culture, Victoria, BC
- Bruce Allen, Bruce Allen Talent, Vancouver, BC
- Catherine Runnals, Brand Live, Vancouver, BC
- Jenna Robson, 604 Records, Vancouver, BC
- Nick Blasko, Nick Blasko & Piers Henwood Artist Management, Victoria, BC
- Patrick Aldous, Music BC, Vancouver, BC
- Prem Gill, Creative BC (Chair), Vancouver, BC
- Sarah Fenton, Watchdog Management, Vancouver, BC
- 2. Attendance at Industry Events: Creative BC will attend industry events to build relationships with music industry stakeholders, and will deliver presentations on Amplify BC programs and schedule individual meetings with clients at events such as:
 - Music BC workshops and industry events
 - FPCC Indigenous Artist Retreat in May 2018, in Squamish BC
 - Rifflandia in September 2018, in Victoria, BC
 - Breakout West in October 2018, in Kelowna, BC
 - Northern Exposure Conference in October 2018, in Wells, BC
 - 'Q'emcin 2 Rivers Remix, in Lytton, BC
 - Whistler Film Festival (for BC Music Showcase)
 - SXSW in Austin, TX
 - Upstream Music Fest + Summit in Seattle, WA
 - Americana Fest, in Nashville, TN
- 3. Regional Outreach: Creative BC will travel to 6-8 regional centres to promote Amplify BC programs and build relationships with industry stakeholders across the province. Creative BC will schedule roundtable





discussions to learn about regional needs and priorities, and public info sessions to provide information on Amplify BC programs and how to apply. Travel will occur between June and October 2018, to ensure that attendees are able to apply for all four programs and are aware of fall/winter funding deadlines. Info sessions will be scheduled in many of BC's regional districts, with the goal of partnering with existing events to improve attendance from nearby communities. Creative BC will enlist support from Music BC, regional film commissioners and local economic development agencies to broaden reach and engage a broad set of stakeholders. In addition, Creative BC will deliver 3-5 info sessions in communities outside the City of Vancouver, to ensure that musicians and industry professionals across Metro Vancouver and the Fraser Valley have access to information.

- 4. Indigenous Outreach: Creative BC will work with the First Peoples' Council and other Indigenous partners to schedule roundtables, industry consultations and info sessions to build relationships with Indigenous communities and promote Amplify BC programs. Creative BC will also visit Indigenous communities when travelling to different regions of BC, and attend Indigenous events such as the National Aboriginal Business Opportunities Conference in Prince Rupert. Creative BC will engage an Indigenous consultant to assist with this work.
- 5. Diversity Outreach: Creative BC will dedicate resources for outreach to under-served cultural communities and engage members of these diverse communities to organize meetings, tours, and info sessions. This will grow awareness of Creative BC programs within these communities and improve the diversity of the applicant pool. Creative BC staff will build relationships with industry professionals and artists, and grow knowledge of how the music industry works across different communities.
- 6. Outreach to Educational Institutions: Creative BC will also reach out to post-secondary institutions specializing in instruction for those launching careers in music, to deliver info sessions on Amplify BC funding programs.

J. Marketing + Communications

Creative BC will promote Amplify BC programs through the following platforms:

- 1. Creative BC Website: Creative BC has a dedicated website page to provide detailed information on Amplify BC funding programs, which will include program information, guidelines, links to application forms, support materials, logo use requirements, and program openings and deadlines. In addition, the website, news and calendar will promote in-person and online info sessions, highlight success stories of funding recipients, profile music industry events supported by Creative BC.
 - In 2017-18, BC Music Fund had 18,870 unique page views. Amplify BC has had 513 unique page views to date.
- 2. Amplify BC Newsletter: Creative BC will continue to use monthly or bi-monthly newsletters as the communication vehicle for program launches, deadlines, and all other news regarding Amplify BC funding programs. Newsletters will also share information on industry events, profile funding recipients, and share information on Music BC programs and deadlines. Currently, 3,191 stakeholders are subscribed to Creative BC's music industry newsletter, with an open rate of 35-50% per campaign, showing extremely high engagement.
- 3. Social Media: Amplify BC content will be actively promoted and engaged on both Twitter and Facebook, sharing information about the new funding programs in addition to industry news and highlights. Content will include program announcements, regional information sessions, application deadlines, media





mentions, and success stories from funding recipients. The Amplify BC Twitter will be the main channel of promotion for music sector information, with key announcements featured on the Creative BC Twitter and Facebook channels. Creative BC's new youtube channel will share music videos by funding recipients.

The BC Music Fund twitter has been rebranded as Amplify BC, to retain the existing 653 followers. Over the course of 2017-18, this twitter account gained 2018 new followers (an increase of 25%), with 205,850 total impressions, and 1,561 engagements through likes, re-tweets, replies, and clicked links.

- 4. Industry Partners: Creative BC will work closely with other industry and service organizations to share news about funding programs and deadlines through their newsletters and social media channels. Partners include Music BC, First Peoples' Cultural Council, Music Canada Live, FYI Music News, Alliance for Arts and Culture, BC Touring Council, and others.
- 5. Traditional Media/PR: Creative BC aims to maximize the reach of Amplify BC and its programs, with an outreach strategy will target traditional media across the Province, spanning local and national TV, radio, print and online outlets.
- **6. Advertising Campaigns:** In addition to the traditional media outreach, Creative BC will implement an ad strategy targeting music media and info session locations.





K. Impact + Evaluation

The following table shows the goals of Amplify BC in relation to Creative BC's strategic goals. These goals are then broken down into desired impacts, and indicators to measure the success of these impacts.

CREATIVE BC				
STRATEGIC GOALS	Competitiveness	Growth Mindset	Discoverability	Talent
AMPLIFY BC GOALS	Grow the capacity and sustainability of BC's music industry Invest in creative product and creative entrepreneurship	Stimulate growth and the creation and retention of jobs	Promote BC music, talent, and creative product on the national and global stage	Incubate the next generation of talent Support the development and diversity of BC's creative workforce
AMPLIFY BC IMPACTS	Increased BC creative product Supporting creative entrepreneurship through funding startups and collaborative projects Increased business acumen and capacity for BC's music industry New knowledge and data to inform BC's music industry Increased cross-sector collaboration and cross-pollination to build competitive advantage	Increased profitability of music companies funded Increased music employment in BC Investment leveraged by Amplify BC Increased inward investment	Increased showcasing and presentation opportunities for BC artists Increased international business development opportunities Increased international sales Increased audiences for live music events and BC music Increased economic contribution of BC's music industry to tourism Increased profile for BC music industry artists and companies	Increased training and skill building opportunities Increased diversity of funding recipients
AMPLIFY BC INDICATORS:	# of creative products produced # of start-ups and collaborations funded # of projects that build the capacity of BC's music industry # of research projects funded # of cross-sector projects funded	 Increase in the profitability and earning potential of BC companies and artists Increase in music employment # of private sector and public sector funds leveraged \$ invested in BC's music industry Total BC expenditures 	 # of export + market development initiatives # of performance opportunities for artists Audience growth for live music events, growth in ticket sales Artists signed to labels Increased inward investment invested in BC's music industry 	 # of training initiatives Diversity of recipients, rosters, performances # of projects supporting the next generation





The following table shows the goals of Amplify BC as delivered by the priorities of each funding program and partnership:

CREATIVE BC				
STRATEGIC GOALS	Competitiveness	Growth Mindset	Discoverability	Talent
AMPLIFY BC GOALS	 Grow the capacity and sustainability of BC's music industry Invest in creative product and creative entrepreneurship 	Stimulate growth and the creation and retention of jobs	Promote BC music, talent, and creative product on the national and global stage	 Incubate the next generation of talent Support the development and diversity of BC's creative workforce
INDUSTRY INITIATIVES	 Inform industry innovation and the evolution of business practices Develop knowledge and research that informs BC's music industry Support cross-sector collaboration and cross-pollination 	Foster new business opportunities and develop new markets	Foster new business opportunities and develop new markets	Develop BC artists, industry professionals and the next generation of talent Support the diversity of BC's music industry
CAREER DEVELOPMENT	Invest in the creation of intellectual property and expanded digital presence for BC artists	 Increase and sustain economic activity and earning potential for BC artists, music companies and vendors Attract national and international business to BC's recording industry 	Develop audiences for BC artists in local and export markets	Support a diverse range of artists across genres with broad regional and cultural representation
LIVE MUSIC	Stimulate innovation, growth and capacity within BC's live music sector	Increase economic activity and jobs for BC musicians, live music companies, and industry professionals	Support music tourism and performance opportunities for artists and audiences	Support a broad range of live music events across the province
MUSIC COMPANY DEVELOPMENT	 Stimulate growth and capacity with BC's music companies Support projects that explore innovative business models and practices 	Increase economic activity, profitability and jobs for BC's music industry	Export capacity supported through Music BC and Industry Initiatives programs	Support a broad range of music companies Expand organizational talent and management capability
PARTNERSHIPS WITH MUSIC BC AND FPCC	Support collaboration, data collection, and knowledge development Foster creative entrepreneurship	Meaningfully connect with sector and build lasting partnerships.	Develop the export capacity of BC companies Develop audiences and business opportunities for artists in Canada and abroad	Develop BC artists, industry professionals and the next generation of talent Support the diversity of BC's music industry

creativesc



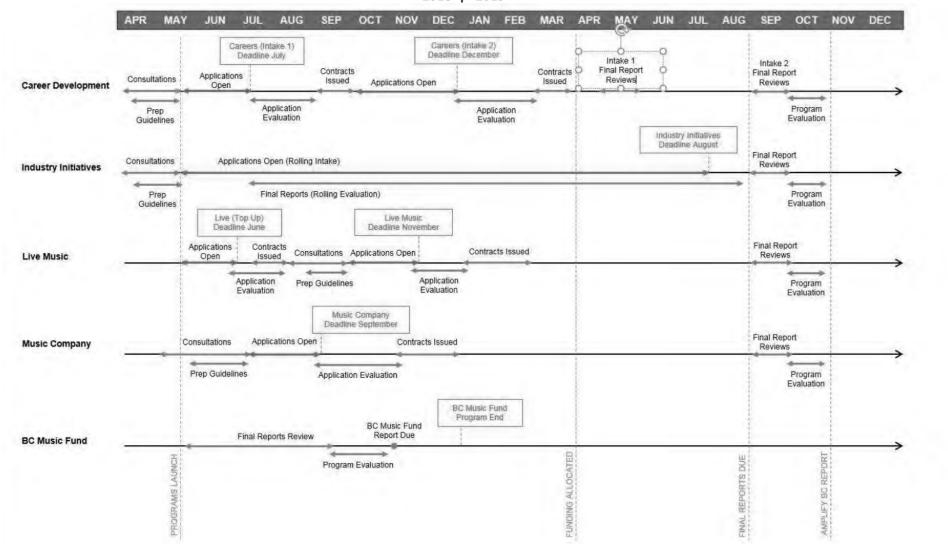
CREATIVE BC PROGRAM DELIVERY	 Improve business acumen and the development of strategy through the application process Collect data on BC's music industry Support sector collaboration and cross-sector partnerships 	Grow engagement in Amplify BC programs	Tell the stories of funded artists and projects Build BC's brand as a thriving province for artists and industry	Build awareness of Amplify BC programs across all aspects of BC's music industry Involve a diversity of participants in Amplify BC committees, evaluation panels and consultations
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Appendix A: Amplify BC Program Delivery Timeline

2018 | 2019







Appendix A: Amplify BC Program Delivery Timeline

2018 | 2019

August 14, 2018

Music BC Industry Association #100 – 938 Howe St. Vancouver, BC V6Z 1N9

Attention: Alex Grigg, Executive Director

RE: MUSIC BC FUNDING

AMPLIFY BC 1819SM001

When signed on behalf of Music BC Industry Association (the "Organization") and Creative BC Society ("Creative BC"), this letter will constitute our agreement regarding the financial participation of Creative BC in the proposed activities and budget attached as Schedule "A" to this agreement, which forms a part hereof (the "Project").

1. Creative BC Participation. Creative BC will provide \$1,200,000.00 (the "Grant") to the Organization with respect to the Project. Creative BC reserves the right to reduce this amount: (a) if the Organization fails to deliver the deliverables described in Schedule "A" (the "Deliverables") by the dates set out therein; or (b) based on the final cost report for the Project referred to below. Schedule "A" may be amended from time-to-time by the mutual agreement of the Organization and Music BC, each acting reasonably and in good faith.

The funding is subject to the following:

- a) The opportunity of Creative BC to participate in activities and programs outlined in Schedule "A" for the purposes of cross-promotion and collaboration wherever reasonably practical; and
- b) Organization reasonably consulting with Creative BC regarding activities and programs outlined in Schedule "A".
- 2. Advance of Funds. Creative BC will pay the foregoing installments of the Grant (the "Advances") to the Organization in the following instalments provided that at the time of such payment the Organization is in full compliance with its obligations under this agreement:
 - (a) \$450,000 within 15 business days of execution of this agreement by the Organization;
 - (b) \$400,000 within 15 business days of a meeting between Creative BC and the Organization to discuss the progress of the Project following delivery by the Organization to Creative BC of a written report and cost report for the Project in a template provided by Creative BC, such report due November 1, 2018, such meeting to be held no later than November 31, 2018;
 - (c) \$330,000 within 15 business days of a meeting between Creative BC and the Organization to discuss the progress of the Project following delivery by the Organization to Creative BC of a written report and cost report for The Project

in the template provided by Creative BC, such written report due May 1, 2019, such meeting to be held no later than May 31, 2019;

- (e) \$20,000 within 15 business days of review and approval by Creative BC of:
 - (i) the final detailed accounting and cost report for the Project; and
 - the final narrative written report on the Project in the template provided by Creative BC; and
 - (iii) photocopies of supporting invoices and receipts upon request, due October 1, 2019.

The templates to be provided by Creative BC pursuant to this Section 2 will be provided by Creative BC reasonably promptly following the execution of this agreement by the Organization. In no event will the Organization be held responsible for the failure to deliver an applicable report due under this Section 2 as a result of Creative BC failing to provide the applicable template to the Organization at least thirty (30) days before the applicable report due date.

- 3. Use and Repayment of Funds. The Advances may be repayable by the Organization to Creative BC as specified below in the case of an uncured default by the Organization, as specifically described herein. Organization will spend 100% of the Grant on documented Eligible Costs related to Deliverables outlined in Schedule "A", as may be amended from time-to-time.
- **4. Organization's Representations and Warranties.** Organization represents, warrants and covenants to Creative BC that:
 - a) <u>Status</u>. The Organization is a corporation validly incorporated which is in good standing under the laws of its jurisdiction of incorporation;
 - b) <u>Litigation</u>. The Organization will promptly make full disclosure to Creative BC of any threatened or actual litigation, suits, judgments, government, regulatory or legal investigations, legal claims, or proceedings affecting the Organization or the Project or that may affect the Project;
 - No Infringement. Any of the Organization's contributions to the Project will not violate or infringe any copyright, moral right, right to privacy, right of image or any other right or interest of any person, nor will they appropriate the personality of any person;
 - d) Personal Information. The Organization has obtained or will, in advance of providing any personal information to Creative BC, obtain informed consent in writing (the "Consents") from all musicians or other individuals participating in the Project for the collection, use and disclosure of any personal information relating to such individuals as contemplated by section 6 below, with such Consents also specifying:

- (i) the personal information for which the individual is providing consent;
- (ii) the date on which the consent is effective and that such consent does not expire unless withdrawn, subject to the legal and practical obligations; and
- (iii) that Creative BC, its affiliates, successors, assigns and service providers may store, access and disclose the personal information in any location worldwide.

The Organization will retain the Consents and provide them to Creative BC on request.

The Organization is in compliance and will comply with its obligations under the *Personal Information Protection Act* in respect of personal information.

- e) Respectful Workplace. The Organization is in compliance and will use best efforts to comply with its obligations to ensure it maintains a respectful workplace free of bullying and harassment, including compliance with the Workers' Compensation Act, and applicable Occupational Health and Safety Regulations, Policies and Guidelines. The Organization will make available to Creative BC, on request, all of its policies, procedures and guidelines, as well as reasonable evidence that such policies, procedures and guidelines are being implemented in compliance.
- f) Exploitation. The Organization's contributions to the Project will not contain elements of excessive violence, hate propaganda, sexual violence, or sexual exploitation or elements which are obscene, indecent or child pornography within the meaning of the *Criminal Code* of Canada or libelous or in any other way unlawful;
- g) <u>Completion of Project</u>. The Organization will develop the Project in accordance with the Deliverables outlined in Schedule "A". It is understood that the Project and all <u>Deliverables</u> outlined in Schedule "A" must be completed and submitted to Creative BC no later than October 1, 2019;
- h) <u>Business</u>. The primary business activity of the Organization is in the music industry.
- Solvency. The Organization is not insolvent, no winding-up, insolvency, fraudulent preference or conveyance, or moratorium proceedings have been authorized, commenced or are threatened against Organization, nor has Organization committed any act of bankruptcy; and
- j) <u>Legal Proceedings</u>. There are no actions, suits, judgments, legal claims, investigations or proceedings outstanding or pending, or, to the best of the knowledge of the Organization, threatened against the Organization.
- 5. Credit and Publicity. Creative BC and its primary funder, the Province of BC, have requirements for recognizing government support in public facing materials relating to projects funded through programs and services delivered to sustain and grow BC's creative sector.

All digital and print communication materials, or any public material referring to the Project funded by Creative BC, must acknowledge government contributions.

All specific instructions regarding credit and acknowledgement are available on the Creative BC website: http://www.creativebc.com/brand-assets

Credit requirements must follow the Creative BC & Government of BC Communications Protocol available online.

Furthermore, the Organization will allow Creative BC the right to use the name of the Organization, the name of the Project, the amount of the Grant, and the name(s) of the musicians or other artists associated with the Project, as well as real-time video captures, images and or other screenshots, illustrations and other publicity materials to publicly promote, publicize and advertise Creative BC, at no cost to Creative BC.

- 6. Information. The Organization grants Creative BC the right to collect and/or publish statistics related to the financing of the Project and other matters provided by the Organization in the application, interim reports or final reports.
- 7. Liability and Indemnity. The Organizations accepts all liability between the parties related to or arising from the Project and the Grant and agrees that Creative BC will not be liable to the Organization for any reason whatsoever. The Organization will indemnify and hold harmless Creative BC and its respective directors, officers and employees from and against damages, costs, expenses, losses or claims (including, without limitation, legal fees and costs) arising directly or indirectly with respect to:
 - a) the Project, including but not limited to the development, production, exploitation, advertising or promotion of the Project; by the Organization or any third party engaged by the Organization with respect to the Project;
 - any uncured breach or alleged breach of any representations, warranties or covenants of the Organization hereunder; and
 - c) any uncured breach by Organization of any other provision of this agreement.
- 8. Default. The Organization will be deemed to be in material default pursuant to this agreement if:
 - a) It is in breach of any representation or warranty or if any representation made by the Organization to Creative BC in connection with the Project is or becomes false or misleading;
 - The Organization fails to deliver the Project or is in default of any provision of this agreement or any other agreement entered into by the Organization in connection with the Project;
 - c) The Organization fails to make all reasonable efforts to deliver the proposed schedule of activities attached as Schedule "A". The Organization will give Creative BC fifteen (15) days prior notice if, due to unforeseen circumstances, any Deliverables will not

take place in whole or in part, in which case the Organization will provide Creative BC with a detailed accounting of funds raised and costs incurred to the date of cancellation and enter into negotiations to rebate Creative BC a fair and reasonable portion of any funds advanced.

d) The Organization sells, assigns, transfers, options or otherwise disposes of or encumbers any right, interest or property in the Project, in any materials created during the development of the Project or in any underlying rights agreement relating to the Project without the prior written consent of Creative BC.

In any of the foregoing cases, Creative BC may deliver written notice to the Organization to cure the default in question within 30 days following the Organization's receipt of the notice (the "**Default Date**"). If Creative BC delivers such a default notice, and the Organization does not cure the misrepresentation or default in question to the satisfaction of Creative BC on or before the Default Date, then in addition to any other right or remedy to which it may be entitled, Creative BC may:

- a) declare the Grant to be forfeited by written notice to the Organization in which case Creative BC will have no further obligation to pay the Grant to the Organization; or
- b) terminate this agreement and declare the entire amount of the Advances paid to the Organization immediately due and payable to Creative BC, after which interest will accrue from the Default Date on the un-repaid portion of the Grant at an annual rate of interest, calculated monthly in arrears, equal to three percent (3%) in excess of the prime commercial lending rate of interest published and charged from time to time by the principal banker of Creative BC. For any portion of the Advances already paid or committed to third parties by the Organization as of the date of termination by Creative BC, the Organization will provide Creative BC with a detailed accounting of such paid or committed portions of the Advances to the date of termination. In such case Creative BC may choose to enter into negotiations to have the Organization rebate Creative BC a fair and reasonable portion of any paid or committed portions of the Advances attributable to work that has not been performed or that was not approved by Creative BC as part of the Project. Sections 5 to 7 will survive the termination of this agreement.
- Governing Law. This agreement will be governed by the laws of British Columbia and the laws of Canada applicable therein.
- **10. Enurement.** This agreement is binding upon and will enure to the benefit of the parties and their respective successors, administrators and permitted assigns.
- 11. No Assignment. The Organization is not permitted to assign this agreement or its rights or obligations herein and will not be entitled to pledge, encumber, assign or direct payment of the Grant without the prior written consent of Creative BC.
- **12. Entire Agreement.** This agreement contains the entire agreement between the Organization and Creative BC regarding the subject matter hereof.

- Notices. Notices required or desired to be given under this agreement must be in writing and may be given by personal delivery, email or registered mail (provided there is no disruption of postal services) at the respective addresses, numbers and email addresses indicated on this agreement, for the Organization, and for Creative BC, on its website. A notice so given will be deemed to have been received on the date of personal delivery or email or, if given by registered mail, on the third business day after the date on which it was deposited for mailing with Canada Post, as the case may be.
- 14. Funding. Funding for the Grant has been provided by the Province of British Columbia.

Please confirm your understanding and acceptance of this agreement by signing and returning this letter at your early convenience. A fully executed copy will forwarded to you in due course.

Yours truly,

CREATIVE BC SOCIETY

r	
	Byman

Brenda Grunau

Manager, Music Programs

—DocuSigned by:

—FEB3EB3A3391433...– Robert Wong Vice President

UNDERSTOOD AND AGREED:

MUSIC BC INDUSTRY ASSOCIATION

Alex Grigg, Executive Director

Scott Johnson, President Music BC Board of Directors

Schedule "A"

COMMENCEMENT OF PRODUCTION (DATE): April 1, 2018

DEADLINE FOR PROJECT COMPLETION AND REPORTS: October 01, 2019

BACKGROUND:

Creative BC is the administrator of Amplify BC, a \$7.5 million investment by the Province of British Columbia over one year to support the growth of the BC music industry. Creative BC has allocated \$1,200,000 through Amplify BC to support programs and services delivered by Music BC to support BC's music industry. These programs and services fall within three broad categories: training and professional development, export initiatives and showcases, and funding for touring and business travel.

Amplify BC funds are intended to serve a broad range of artists and industry professionals, supporting activity across the province, and representing a range of genres, cultural backgrounds, type of activity and balanced gender participation. Amplify BC programs delivered by Music BC are expected to work towards these goals.

REPORTING:

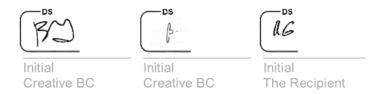
Music BC will provide a written report and cost reports for deliverables outlined in the contract and provide invoices and proof of payment as requested. Music BC will also respond to requests for data to track activities and statistics across Amplify BC funding programs.

In addition, Music BC will provide Creative BC with copies of the following:

- 1. Annual audited financial statements
- 2. Official strategic plans
- 3. Policies that ensure respectful workplace and code of conduct

COLLABORATION:

Creative BC and Music BC will collaborate on initiatives to serve BC's music industry, and cross-promote programs offered by both organizations through Amplify BC. Both organizations will extend opportunities to expand networks and build relationships across BC's music industry, including opportunities to collaborate on travel, info sessions, regional meetings, and partnerships that grow the diversity of Amplify BC programs.



DELIVERABLES:

Music BC will deliver the following activities according to this estimated timeline. If there are changes to the deliverables or to the timeline, Music BC is required to notify Creative BC in advance and receive approval in writing for these changes.

Music BC Travel Grants: 5 intakes to support touring and business travel

Music BC Stages:

- 5 stages at international music festivals
- 4 stages at BC events: Seasons Festival, Khatsahlano, Monstercat Compound, Skookum

Note: Any additions to this list of BC stages must be communicated to Creative BC in advance, to ensure there is no overlap with funds provided through Amplify BC, and that Amplify funds do not exceed 50% of expenses for each event. Creative BC will provide information to Music BC regarding the live music events funded through the Live Music program.

Market Development: Music BC will develop markets for BC musicians and companies in the following locations:

- Japan
- Los Angeles
- New York
- MaMA Festival & Convention (South Korea)
- Milan Music Week

Export Trade Showcase Initiatives:

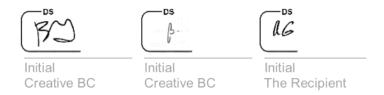
- 10 international showcases
- 8 domestic showcases

Training and Professional Development:

• 6 How-To Series events

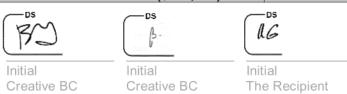
Let's Hear It! Inbound Showcases:

- BC micro grants 2 intakes to support regional communities to support small scale showcases
- Victoria showcases 4
- Vancouver showcases 6

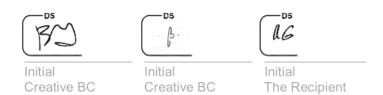


SCHEDULE OF ACTIVITIES:

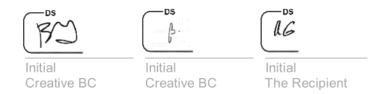
PROJECT MILESTONES	2018 INITIATIVES / DELIVERABLES	DATE COMPLETED
CONTRACT EXECUTION	DRAWDOWN #1 (\$450,000)	AUGUST 2018
Market Development	Japan (tbc)	TBC
Market Development	Los Angeles (tbc)	TBC
Market Development	New York (tbc)	TBC
Music BC Travel Grants	Deadline #1	August 31
Export Initiative	Rifflandia Showcases	September
Education	How-To Series #1	September
BC showcase	Let's Hear It! Vancouver showcase #1	September 20
Export Initiative	VIFF Live Showcases	October
Education	How-To Series #2	October
Export Initiative	Music BC Toronto showcase	October
Education	How-To Series #3 - Music BC Toronto showcase Artist's Mentorship program	October
Export Initiative	Halifax Pop Explosion showcase	October
Market Development	MaMA Festival & Convention	October
MEETING #1 WITH CREATIVE BC	INTERIM REPORT #1 DUE + COST REPORT + SECOND DRAWDOWN (\$400,000)	NOVEMBER 1, 2018



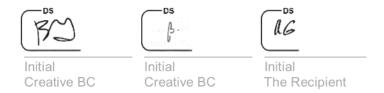
BC showcase	Let's Hear It! Vancouver showcase #2	November 15
Music BC Travel Grants	Deadline #2	November 2
Market Development	Milan Music Week	November
Export Initiative	Australian Music Week + Sydney showcase	November
Export Initiative	M for Montreal	November
Export Initiative	Indigenous Sounds Mundial	November
Stages	NH7 Weekender	December
BC showcase	Let's Hear It! BC Deadline #1	December
PROJECT MILESTONES	2019 INITIATIVES / DELIVERABLES	DATE COMPLETED
PROJECT MILESTONES	DELIVERABLES	COMPLETED
PROJECT MILESTONES BC showcase	DELIVERABLES Let's Hear It! Vancouver showcase #3	January 24
PROJECT MILESTONES BC showcase Music BC Travel Grants	DELIVERABLES Let's Hear It! Vancouver showcase #3 Deadline #3	January 24 February 1
PROJECT MILESTONES BC showcase Music BC Travel Grants Export Initiative	DELIVERABLES Let's Hear It! Vancouver showcase #3 Deadline #3 PuSh Festival showcase	January 24 February 1 February
PROJECT MILESTONES BC showcase Music BC Travel Grants Export Initiative Export Initiative	DELIVERABLES Let's Hear It! Vancouver showcase #3 Deadline #3 PuSh Festival showcase Music BC LA Sync Trade Mission	January 24 February 1 February February



Export Initiative	TBC (Netherlands / Amsterdam / Latin America / Tallinn)	March
Stages	Seasons Festival	March
Stages	Treefort	March
BC showcase	Let's Hear It! Victoria showcase #2	April
Education	How-To Series #4	April
Education	How-To Series #5	April
BC showcase	Let's Hear It! BC Deadline #2	April
Export Initiative	TBC (Netherlands / Amsterdam / Latin America / Tallinn)	March
Music BC Travel Grants	Deadline #4	April 5
MEETING #2 WITH CREATIVE BC	INTERIM REPORT #2 & COST REPORT DUE & THIRD DRAWDOWN (\$330,000)	May 1, 2019
BC showcase	Let's Hear It! Vancouver showcase #5	May 23
Export Initiative	Canadian Music Week	May
Export Initiative	The Great Escape + London showcase	May
Export Initiative	FIMPRO + Mexico City showcase	May
BC showcase	Let's Hear It! Victoria showcase #3	June
	Deadline #5	June 28



Export Initiative	Upstream Music Festival	June
BC showcase	Let's Hear It! Vancouver showcase #6	July 25
Stages	Khatsahlano	July
Stages	Capitol Hill Block Party	July
Export Initiative	Gamescon	August
Stages	Monstercat Compound	August
Education	How-To Series #6	August
Stages	Pickathon Music Festival	August
BC showcase	Let's Hear It! Victoria showcase #4	August
Export Initiative	Big Sound	September
Stages	Bumbershoot	September
Stages	SKOOKUM Festival	September
MEETING #3 WITH CREATIVE BC	FINAL REPORT AND COST REPORT DUE	OCTOBER 1, 2019



BUDGET:

Music BC will deliver the following activities according to the budget below. If there are changes to the budget lines Music BC is required to notify Creative BC in advance and receive approval in writing for these changes.

AMPLIFY BC - BUDGET SUMMARY		
PROJECT MANAGEMENT FEES	\$200,000	
MUSIC BC TRAVEL GRANTS	\$360,000	
MUSIC BC STAGES	\$118,000	
MARKET DEVELOPMENT	\$20,000	
EXPORT TRADE SHOWCASE INITIATIVES	\$300,000	
TRAINING & PROFESSIONAL DEVELOPMENT	\$92,000	
LET'S HEAR IT! INBOUND SHOWCASES	\$110,000	
TOTAL	\$1,200,000	



February 25, 2019

First Peoples' Heritage, Language and Cultural Council
1 Boat Ramp Rd
Brentwood Bay, BC V8M 1N9

Attention: Tracey Herbert, Chief Executive Officer

RE: AMPLIFY BC PARTNERSHIP

When signed on behalf of First Peoples' Heritage, Language and Cultural Council (the "Organization") and Creative BC Society ("Creative BC"), this letter will constitute our agreement regarding the financial participation of Creative BC in the proposed schedule of activities and budget attached as Schedule "A" to this agreement, which forms a part hereof (the "Project").

Creative BC Participation. Creative BC will provide \$500,000.00 (the "Grant") to the
Organization with respect to the Project. Creative BC reserves the right to reduce this
amount: (a) if Organization fails to deliver the deliverables described in Schedule "A"
(the "Deliverables") by the dates set out therein; or (b) based on the final cost report
for the Project referred to below.

The funding is subject to the following:

- The opportunity to participate in activities and programs outlined in Schedule "A" for the purposes of cross-promotion and collaboration; and
- b) The opportunity to have input into all activities and programs outlined in Schedule "A".
- 2. Advance of Funds. Creative BC will pay the foregoing installments of the Grant (the "Advances") to Organization in the following instalments provided that at the time of such payment Organization is in full compliance with its obligations under this agreement:
 - (a) \$300,000 within 15 business days of execution of this agreement by the Organization;
 - (b) \$185,000 within 15 business days of a meeting between Creative BC and the Organization to discuss the progress of the Project following delivery by the Organization to Creative BC of a written report and cost report for the Project in a template provided by Creative BC, such report due March 29, 2019, such meeting to be held no later than April 30, 2019;
 - (d) \$15,000 within 15 business days of review and approval by Creative BC of:
 - (i) the final detailed accounting and cost report for the Project; and

- (ii) the final narrative written report on the Project; and
 - (iii) photocopies of supporting invoices and receipts upon request, due October 1, 2019.
- 3. Use and Repayment of Funds. The Advance will not be repayable or recoupable and will not bear interest, except as specified below in the case of an uncured default by the Organization, as specifically described herein. Organization will spend 100% of the Advance on documented Eligible Costs related to Deliverables outlined in Schedule "A".
- Organization's Representations and Warranties. Organization represents, warrants and covenants to Creative BC that:
 - a) <u>Status</u>. The Organization is a corporation validly incorporated which is in good standing under the laws of its jurisdiction of incorporation;
 - <u>Litigation</u>. The Organization will promptly make full disclosure to Creative BC of any threatened or actual litigation affecting the Organization or the Project or that may affect the Project;
 - No Infringement. Any of the Organization's contributions to the Project will not violate or infringe any copyright, moral right, right to privacy, right of image or any other right or interest of any person, nor will they appropriate the personality of any person;
 - d) Personal Information. The Organization has obtained or will, in advance of providing any personal information to Creative BC, obtain informed consent in writing (the "Consents") from all musicians or other individuals participating in the Project for the collection, use and disclosure of any personal information relating to such individuals as contemplated by section 6 below, with such consent also specifying:
 - (i) the personal information for which the individual is providing consent:
 - (ii) the date on which the consent is effective and that such consent does not expire unless withdrawn, subject to the legal and practical obligations; and
 - (iii) that Creative BC, its affiliates, successors, assigns and service providers may store, access and disclose the personal information in any location worldwide.

The Organization will retain the Consents and provide them to Creative BC on request.

e) Respectful Workplace. The Organization is in compliance and will use best efforts to comply with its obligations to ensure it maintains a respectful workplace free of bullying and harassment, including compliance with the Workers' Compensation Act, and applicable Occupational Health and Safety Regulations, Policies and Guidelines. The Organization will make available to Creative BC, on request, all of its policies, procedures and guidelines, as well as reasonable evidence that such policies, procedures and guidelines are being implemented in compliance.

- f) Exploitation. The Organization's contributions to the Project will not contain elements of excessive violence, hate propaganda, sexual violence, or sexual exploitation or elements which are obscene, indecent or child pornography within the meaning of the Criminal Code of Canada or libelous or in any other way unlawful;
- g) Completion of Project. The Organization will develop the Project in accordance with the Deliverables outlined in Schedule "A". It is understood that the Project and all Deliverables outlined in Schedule "A" must be completed and submitted to Creative BC no later than October 1, 2019;
- Solvency. The Organization is not insolvent, no winding-up, insolvency, fraudulent preference or conveyance, or moratorium proceedings have been authorized, commenced or are threatened against Organization, nor has Organization committed any act of bankruptcy; and
- Legal Proceedings. There are no actions, suits, judgments, investigations or proceedings outstanding or pending, or, to the best of the knowledge of the Organization, threatened against the Organization.
- Credit and Publicity. Creative BC and its primary funder, the Province of BC, have requirements for recognizing government support in public facing materials relating to projects funded through programs and services delivered to sustain and grow BC's creative sector.

All digital and print communication materials, or any public material referring to the Project funded by Creative BC, must acknowledge government contributions.

All specific instructions regarding credit and acknowledgement are available on the Creative BC website: http://www.creativebc.com/brand-assets

Credit requirements must follow the Creative BC & Government of BC Communications Protocol available online.

Furthermore, the Organization will allow Creative BC the right to use the name of the Organization, the name of the Project, the amount of the Grant, and the name(s) of the musicians or other artists associated with the Project, as well as real-time video captures, images and or other screenshots, illustrations and other publicity materials to publicly promote, publicize and advertise Creative BC, at no cost to Creative BC.

6. Information. The Organization grants Creative BC the right to collect and/or publish statistics related to the financing of the Project and other matters provided by the Organization in the application, interim reports or final reports.

- 7. Liability. The Organization will indemnify and hold harmless Creative BC and its respective directors, officers and employees from and against damages, costs, expenses, losses or claims (including, without limitation, legal fees and costs) arising directly or indirectly with respect to:
 - a) the Project, including but not limited to the development, production, exploitation, advertising or promotion of the Project;
 - b) any uncured breach or alleged breach of any representations, warranties or covenants of the Organization hereunder; and
 - c) any uncured breach by Organization of any other provision of this agreement.
- 8. Default. The Organization will be deemed to be in material default pursuant to this agreement if:
 - a) Any representation or warranty made by the Organization to Creative BC in connection with the Project is or becomes false or misleading;
 - The Organization fails to deliver the Project or is in default of any material provision of this agreement or any other agreement entered into by the Organization in connection with the Project;
 - c) The Organization fails to make all reasonable efforts to deliver the proposed schedule of activities attached as Schedule "A". The Organization will give Creative BC fifteen (15) days prior notice if, due to unforeseen circumstances, any Deliverables will not take place in whole or in part, in which case the Organization will provide Creative BC with a detailed accounting of funds raised and costs incurred to the date of cancellation and enter into negotiations to rebate Creative BC a fair and reasonable portion of any funds advanced.
 - d) The Organization sells, assigns, transfers, options or otherwise disposes of or encumbers any right, interest or property in the Project, in any materials created during the development of the Project or in any underlying rights agreement relating to the Project without the prior written consent of Creative BC.

In any of the foregoing cases, Creative BC may deliver written notice to the Organization to cure the default in question within 30 days following the Organization's receipt of the notice (the "Default Date"). If the Organization does not cure the misrepresentation or default in question to the satisfaction of Creative BC on or before the Default Date, then in addition to any other right or remedy to which it may be entitled, Creative BC may:

- a) declare the Grant to be forfeited by written notice to the Organization in which case Creative BC will have no further obligation to pay the Grant to the Organization; or
- b) terminate this agreement and declare the entire amount of the Advances paid to the Organization immediately due and payable, after which interest will accrue from the Default Date on the un-repaid portion of the Grant at an annual rate of interest, calculated monthly in arrears, equal to three percent (3%) in excess of the prime

commercial lending rate of interest published and charged from time to time by the principal banker of Creative BC. For any portion of the Advances already paid or committed to third parties by the Organization as of the date of termination by Creative BC, the Organization will provide Creative BC with a detailed accounting of such paid or committed portions of the Advances to the date of termination and enter into negotiations to rebate Creative BC a fair and reasonable portion of any paid or committed portions of the Advances attributable to work that has not been performed or that was not approved by Creative BC as part of the Project. Sections 5 to 7 will survive the termination of this agreement.

- Governing Law. This agreement will be governed by the laws of British Columbia and the laws of Canada applicable therein.
- Enurement. This agreement is binding upon and will enure to the benefit of the parties and their respective successors, administrators and permitted assigns.
- 11. No Assignment. The Organization is not permitted to assign this agreement or its rights or obligations herein and will not be entitled to pledge, encumber, assign or direct payment of the Grant without the prior written consent of Creative BC.
- Entire Agreement. This agreement contains the entire agreement between the Organization and Creative BC regarding the subject matter hereof.
- Notices. Notices required or desired to be given under this agreement must be in writing and may be given by personal delivery, email or registered mail (provided there is no disruption of postal services) at the respective addresses, numbers and email addresses indicated on the Creative BC website. A notice so given will be deemed to have been received on the date of personal delivery or email or, if given by registered mail, on the third business day after the date on which it was deposited for mailing with Canada Post, as the case may be.
- Funding. Funding for this project has been provided by the Province of British Columbia.

Please confirm your understanding and acceptance of this agreement by signing and returning this letter at your early convenience. A fully executed copy will forwarded to you in due course.

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Brenda Grunau	Robert Wong
Manager, Music Programs	Vice-President

UNDERSTOOD AND AGREED:

FIRST PEOPLES' HERITAGE, LANGUAGE AND CULTURAL COUNCIL

Tracey Herbert

Chief Executive Officer

Schedule "A"

COMMENCEMENT OF PROJECT: September 1, 2018

DEADLINE FOR PROJECT COMPLETION AND REPORTS: October 01, 2019

BACKGROUND:

Creative BC is the administrator of Amplify BC, a \$7.5 million investment by the Province of British Columbia over one year to support the growth of the BC music industry. Creative BC has allocated \$350,000 through Amplify BC, plus \$150,000 in additional BC Music Fund dollars, for initiatives to support the Indigenous music industry in British Columbia. In order to ensure this funding meets the needs of this specific cultural sector, Creative BC is partnering with the First People's Cultural Council.

The First Peoples' Heritage, Language and Cultural Council, known as the First People's Cultural Council (FPCC), is a provincial Crown Corporation formed 1990 with a mandate to assist BC First Nations in their efforts to revitalize their languages, arts and cultures. Since 1990, the FPCC has successfully distributed over \$20 million to British Columbia's Aboriginal communities for language, arts and culture projects. The FPCC serves 203 BC First Nations, and has an active advisory committee representing 34 Indigenous language groups in BC. The FPCC is an Indigenous organization with established networks to ensure effective outreach and communication to Indigenous musicians and professionals and has longstanding expertise in delivering programs that serve their communities.

FPCC has developed a strong partnership with Creative BC through the delivery of Indigenous initiatives as part of the BC Music Fund and continues to encourage Indigenous people who are engaged in the music industry to participate and develop proposals that respond to Creative BC's many opportunities. FPCC has also assisted Creative BC in connecting with Indigenous music industry professionals to share ideas with Creative BC around accessibility and knowledge regarding its music grant programs and to sit on its advisory board. As the partnership with Creative BC is renewed for a second year, FPCC seeks to enhance the partnership and build on initiatives designed and launched through the BC Music Fund.

PROJECT DESCRIPTION:

The FPCC will deliver two initiatives that are aligned with the following Amplify BC goals:

- Build collective capacity through knowledge transfer and skill development;
- Create projects and platforms that foster new business opportunities;
- Supporting projects that explore evolving and innovative business models and practices; and
- Foster diversity through projects by supporting the development of Indigenous music artists and their influence on the industry landscape.

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These initiatives are follows:

- Two funding programs to support Indigenous music industry and recording professionals.
- b) A new Indigenous Music & Culture Festival.

FUNDING PROGRAMS

FPCC will deliver the following funding programs:

 a) Emerging Indigenous Music Industry Professionals Program: Supporting Indigenous directed recording projects in different regions.

Budget: \$180,000 - 6 Grants up to \$30,000

Objectives

- Building capacity for Indigenous controlled and community-based recording
- Prioritize remote regions
- · Equipment upgrades
- Mentorship for building specific expertise and skill capacity
- · At least one recording project with an Indigenous music artist

Eligibility Criteria

- BC-based organizations, collectives, businesses
- Applicants must be operating existing facilities and equipment
- Applicants must have demonstrated expertise and experience recording others
- b) Expanding Capacity in the Indigenous Music Recording Industry Program: Projects that support the professional development of individuals.

Budget: \$60,000 - 6 Grants up to \$10,000

Objectives

- Professional development of individuals active in various industry roles managers, publicists, promoters, event organizers
- Mentorship for building expertise and skill capacity
- Short-term internships or shadowing

Eligibility Criteria

- Individuals with demonstrated commitment to the music industry
- Individuals with confirmed opportunities for their proposed professional development

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INDIGENOUS MUSIC & CULTURE FESTIVAL

First Peoples' Cultural Council will launch a new one-day Indigenous Music & Culture Festival in August/September 2019.

Budget: \$185,000

Objectives:

- Celebrate and showcase Indigenous music and cultures
- · Provide opportunities for the exchange of Indigenous knowledge and skills
- Build participation and expand capacity within the creative economy
- · Support the increase of Indigenous influence on the arts and cultural landscape

FPCC will produce the Indigenous Music & Culture Festival with the involvement of Indigenous artists, music industry professionals, curators and others engaged in the music and culture industries, including those that benefitted from the Emerging Indigenous Music Industry Professionals grant, providing additional opportunity to gain knowledge and experience in their career area of choice. The festival would become a biennial event alternating with the Indigenous Music Retreat, an initiative launched through the BC Music Fund, and provide showcasing opportunities for Indigenous artists that participated in the retreat.

ADMINISTRATION:

The First People's Cultural Council is responsible for the administration, coordination, promotion and delivery of these initiatives.

Program delivery includes the following:

- a) Preparation of program guidelines and application forms for new programs consistent with the agreed upon program design
- Establishing eligibility and receiving and processing applications form eligible applicants, including notification and payment. Developing a database and maintaining records for all proposals received.
- c) Promoting the initiatives to Indigenous peoples, disseminating information to BC artists and industry professionals through various communications channels. This includes providing advice and support to potential applicants
- Reviewing applications through existing Arts grant peer adjudication processes, ensuring fair and equitable evaluation of those applications according to program guidelines.
- Monitoring compliance with any terms or conditions relating to funding guidelines and conditions, including final reports, for funded projects and participants. Collecting relevant data to measure the impact of programs to share with Creative BC.
- f) Planning and coordinating the Indigenous Music & Culture Festival, which includes project management, promotion, and administration.
- g) Developing the operational structure and human resources necessary to administer and deliver the initiatives.

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 Creating feedback mechanisms, including surveys and final reports, for evaluating the effectiveness and impact of the programs according to Creative BC's established metrics.

Creative BC is responsible for the following activities:

- a) Approve program design and application and adjudication process
- Collaborate with the FPCC to make public announcements regarding the programs, and promote the initiatives using Creative BC's promotional channels
- Provide guidance on provincial reporting requirements pertaining to the financial and legal issues
- d) Ensuring the efficient flow of pertinent information between FPCC and Creative BC

REPORTING

The FPCC is responsible for the following reporting requirements:

- a) Preparing all program materials for review by Creative BC in advance of program launches, to ensure consistency with BC Music Fund goals and guidelines.
- b) Preparing materials for public announcements for review by Creative BC, in order to ensure proper logo acknowledgement and recognition, consistent messaging, and collaborate on publicity and marketing initiatives.
- c) Providing a status report to Creative BC before funding recipients are announced, that includes:
 - The results of the adjudication including the successful Recipient's Name, Contact Name, Email and Phone Number, Requested Amount, Award Amount, and Grant Purpose;
 - ii) A full list of all applicants including the requested amount; and
 - iii) A list of juror names and panel names for potential release.
- d) Providing data to Creative BC from final reports provided by funding recipients in order to capture the impact of these programs.
- e) Providing a cost report of all expenditures, and invoices and proof of payment as requested.



PROJECT BUDGET:

Funding Programs	Total
Emerging Indigenous Music Industry Professionals Program	\$180,000
Expanding Capacity in the Indigenous Music Recording Industry Program	\$ 60,000
Total grants	\$240,000
Indigenous Music & Culture Festival	Total
Project Development: Site Manager/Tech Director, Operations Manager, Volunteer Coordinator, Talent Coordinator, Artist Hospitality Coordinator, Administrative and Travel Expenses, Indigenous Protocols & Drum Group(s)	\$ 25,000
Site & Venue: Furniture rentals (chairs & tables), golf carts, security, tents (dressing rooms, operations, workshop, toilets (depending on location), waste management and water distribution (depending on location)	\$ 25,000
Production: Audio, lighting, power, 2 stages (depending on site chosen may only need one), signage, truck rental	\$ 45,000
Site Labor: set up/tear down, production runner(s), stage crew; SM and ASM	\$ 12,000
Operations: Event insurance, radios, police-traffic authority, First Aid, sanitation, volunteer orientation, swag & merch,	\$ 13,000
Content & Creative: Talent, MC	\$ 50,000
Food & Beverage: F & B Manager-coordinate food truck rentals, rentals; stoves/sinks, plates, gas, permits etc. Talent, staff & volunteer lunch and dinner	\$15,000
Communications: In-house	
Festival Total	\$185,000
Administration	Total
Administration and Project Management	\$ 75,000
TOTAL	\$500,000



SCHEDULE OF ACTIVITIES:

PROJECT MILESTONES	DELIVERABLES	DATE COMPLETED
MEETING #1 WITH CREATIVE BC	Discuss Delivery of Initiatives	October 2018
Launch of two grant programs	Update guidelines Promote through social media Send emails to distribution lists	Fall 2018
Begin festival planning	Find location Designate positions for festival Create schedule	Fall 2018
Deadline for grant program applications	Send reminders through social media Manage intake of proposals Send acknowledgement letters to all applications	October 2018
Adjudicate grant applications	Select jurors to participate Send applications for review Host jury and make funding decisions	January 2019
MEETING #2 WITH CREATIVE BC	INTERIM REPORT DUE Update on activities List of grant program applications Details of Adjudication List of Grants awarded Details on Festival	REPORT DUE MARCH 29, 2019 MEETING TO OCCUR BEFORE APRIL 30, 2019
Distribute grants to successful applicants	Develop agreements with recipients Provide list to finance Send results letters to all applicants	February 2019
Finalize Festival Schedule	Select participants for Music/Culture Festival Finalize facilitators and mentors Develop Stage/workshop schedule	March – July 2019?
Festival		August 24, 2019
Grant recipient project reports due	Interim Reports via phone - Project finish dates Final Reports	September 2019
MEETING #3 WITH CREATIVE BC	FINAL REPORT AND COST REPORT DUE	OCTOBER 1, 2019





Contract Number: SCA19AMP01

This Shared Cost Arrangement (the "Agreement") dated for reference March 26, 2019

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 continued Implementation of Amplify BC, the Province's Music Fund.
- B. The Recipient has met the Eligibility Criteria established in this Agreement in order to qualify for funding under the Program.

The parties agree as follows:

DEFINITIONS

- 1. In this Agreement and its recitals the following definitions apply:
 - "Agreement" means this shared cost arrangement and any schedules attached hereto;
 - "Commencement Date" means the date identified in Schedule A on which the application of the Recipient was received by the Province;
 - "Completion Date" means the date identified in Schedule A upon which the Recipient will complete the Project and such date must not be later than December 31, 2020;

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

"Eligibility Criteria" means the terms imposed by the Province and in respect of the Project as set out in this Agreement respecting qualification of the Recipient for funding under the Program;

"Event of Default" means an event described as such as set out in section 21;

"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 who are directly involved in the administration of the Program, and includes anyone authorized to act on their behalf;

"Program" means the program of the Province known as "Amplify BC";

"Project" means the project 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 retain the funds it receives under the Project; and

"Third Party" means any person or entity or its officers, employees or agents, other than a party to this Agreement that is involved in the implementation of the Project.

SCHEDULES

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

Schedule A Project Description, Stipulations and Dates, and Schedule B Payment and Reporting Requirements

TERM OF AGREEMENT

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

- The Recipient agrees to:
 - (a) carry out the Project in a diligent and professional manner;
 - (b) commence carrying out the project within one week of the commencement date or no later than April 15, 2019;
 - (c) complete the Project no later than the Completion Date; and,
 - (d) provide evidence satisfactory to the Province that the Recipient has commenced the Project in accordance of section 5(b) of this Agreement.
- 6. If, in the opinion of the Province, the Recipient has failed to provide evidence satisfactory to the Province to demonstrate the Project has commenced, the Province may at any time following the expiry of 30 days following the date the Province gives the Recipient notice requesting production of the aforementioned evidence, terminate this Agreement, and upon such termination the Recipient will repay to the Province all money received under this Agreement that has not, as of the date of termination been expended for services required to be delivered by the recipient under this Agreement.
- The Recipient will comply with all applicable laws, statutes, and regulations of British Columbia.
- The Recipient will:
 - 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;
 - ensure that all Contracts entered into by the Recipient with any Third Parties contain the provision in section 7; and
- The Recipient is solely responsible for all aspects of the Project, and nothing in this
 Agreement is deemed to give the Province interest an, or responsibilities for the
 Project, unless otherwise provided in this Agreement.
- 10. The Recipient will ensure that the financial contribution of the Province is to be used solely for the purpose of defraying the Eligible Costs incurred by the Recipient in carrying out and completing the Project as described in Schedule A.
- 11. The Recipient acknowledges that Eligible Costs that have received funding from any other federal or provincial government sources will not be reimbursed under this Agreement, and that the Recipient agrees to promptly notify the Province through Program Staff in writing of any such funding received.
- 12. 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.

- The Recipient will obtain prior written approval from the Province for any significant changes to the scope of the Project.
- 14. 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

- Provided the Recipient is in compliance with its obligations under this Agreement, the Province will pay the Recipient the amount and in the manner set out in Schedule B.
- 16. The Province will not have any obligation to make a payment under section 15 unless the Recipient has complied with the provisions of this Agreement including, without limitation, those set out in Schedule B.

COMMUNICATIONS

17. The Recipient agrees that all public information material pertaining to the Project will clearly indicate that the Project is funded by the Province. The Recipient acknowledges that the Province desires at least 15 working days' notice of any scheduled communications material or public events relating to the Project.

INDEMNIFICATION

- 18. 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 or the Project, including the delivery or implementation of the Project.

INSURANCE

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

DEFAULT

- 21. 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:
 - the Recipient falls to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Recipient in connection with this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect; or.
 - (d) the Recipient fails to provide positive confirmation that the Project has been completed by the Completion Date.

TERMINATION

- 22. 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 23, 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.
- 23. If the Province terminates this Agreement under section 22(a), then such termination will be effective on the 30th day following the day written notice of termination is given pursuant to that section.

REMEDIES NON-EXCLUSIVE

- 24. 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.
- 25. 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

- 26. 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

27. The Recipient acknowledges that nothing in this Agreement will bind the Province to provide any financing for any addition or improvement to the Project, or any cost overruns of the Project 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

28. 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

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

SURVIVAL OF TERMS

 Sections 8(b), (c) and (d), 17, 18, 19 and 20, continue in force indefinitely, even after this Agreement ends.

NOTICE

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

Amy Schneider, Executive Director, Creative Sector Ministry of Tourism, Arts and Culture 7th Floor – 1810 Blanshard Street Victoria, B.C. V8W 9T5 Email: Amy.Schneider@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, B.C. V5Y 1K2
Email: 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

- This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 33. The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 34. 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.
- 35. 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 Project that by statute, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 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.

37. 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.) SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
Asha Bhat, Executive Lead Creative Sector and Multiculturalism))) Prem Gill, CEO Creative BC
(Name / Title)) (Name / Title)
(Signature)	{ Signature)

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SCHEDULE A: PROJECT DESCRIPTION, STIPULATIONS AND DATES

- A.1 The Commencement Date is March 31, 2019.
- A.2 The Completion Date is no later than December 31, 2020.
- A.3 Project Title: Amplify BC Fund

The Recipient will develop and administer Amplify BC, the Province's 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 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:
 - Industry Initiatives;
 - 2. Career Development;
 - 3. Live Music and,
 - 4. Music Company Development
- Strategies to expand and measure improvement in access to the fund by regional and equity-seeking groups.

A.4 Stipulations:

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

- a) Use the funding solely for the purpose identified in section A.3 above; and
- b) Use the funding solely for reasonable costs and expenses that are incurred between the Commencement and the Completion Date; and

 Administer expenses for the Recipient or any delegated administrator of the project, which shall not cumulatively exceed 15%.

SCHEDULE B: PAYMENT AND REPORTING REQUIREMENTS

B.1 Financial Contribution 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 Eligible Project Costs of the Recipient equal to SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000 CDN) 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, 2020.

B.2 Timing of Payment to the Recipient:

The Province will make one payment (of \$7.5 million CDN) for its portion of the Eligible Costs that will become due and payable within thirty (30) days of the signing of this Agreement.

B.3 Progress Reports:

- a) The Recipient agrees to submit an updated Implementation Plan for Amplify BC to be approved by the Province no later than May 31, 2019. The Implementation Plan identifies program partners, third party activities, deliverables and disbursements.
- b) The Recipient will submit a report to the Ministry no later than November 1, 2019 which will describe the final program outcomes and impact for year one of the Amplify BC Fund (including relevant metrics and data) and an interim progress report for year two of Amplify BC. This information will be used to determine the need for continued music industry funding into future years.

B.4. Final Report:

The Recipient agrees to provide to the Province through Program Staff a Final Report for year two of Amplify BC, on or before December 31, 2020.

B.5 Other Information:

The Recipient will provide the Province through Program Staff, upon request, all such other information concerning the progress of the Project to completion and payment of Eligible Costs, as may be required by the Province.





AMPLIFY BC CONFIDENTIAL Implementation Plan April 1, 2019, to December 31, 2020

Table of Contents:

- A. Overview
- **B. Amplify BC Programs**
- C. Research + Policy Support
- D. Partnerships
- E. Funding Allocations
- F. Program Development
- G. Program Delivery Timeline
- H. Industry Consultation + Outreach
- I. Marketing + Communications
- J. Impact + Evaluation





A. Overview

On April 12, 2019, the Province announced the renewal of Amplify BC, a \$7.5 million fund investing in BC' music industry. The Province established the \$7.5 million fund in 2018 after extensive consultations with the music industry.

Amplify BC focuses on four program areas: career development for BC artists, support for live music events in BC, support for BC's music companies, and the development of our provincial music industry. Programs are intended to grow the capacity and sustainability of BC's music industry, stimulate the creation and retention of jobs, invest in creative product and the next generation of talent, and promote BC music on the global stage. The fund also grows BC tourism, while supporting related creative industries and small business development.

Amplify BC will be administered by Creative BC starting April 2019, with all funds to be committed by March 31, 2020, and a final report due December 31, 2020.

Creative BC will begin launching the four programs streams in early June 2019. Creative BC follows best practices in grant administration, including robust governance, ongoing industry consultation, an organizational structure to support the roll-out and delivery of programs, and an evaluation framework to measure success and outcomes.

B. Amplify BC Programs

Between June 2019 and March 2020, Creative BC will re-launch the four existing funding programs to support different facets of the music industry, as they have been well received. Programs are designed to grow the capacity and sustainability of BC's music industry, stimulate the creation and retention of jobs, invest in creative product and entrepreneurship, promote BC on the national and global stage, incubate the next generation of talent, and support the development and diversity of BC's creative workforce. Creative BC is committed to supporting the full range of BC's music industry, including activity across BC's regions, the many genres and business activities within the music industry, and representation of gender, Indigenous peoples, and the diverse cultural communities in BC. These priorities are stated within program guidelines and form the basis for the evaluation of applications.

Descriptions of the four programs are below:

- 1. Career Development: This program supports the careers of emerging and established artists in BC, funding sound recordings, music videos and marketing initiatives. Applicants are artist-entrepreneurs and music companies. There will be two intakes for this program, and separate streams for emerging and established artists. This program will also include a third stream, called "Record in BC", to support out-of-province artists recording at BC studios.
- 2. Live Music: This program will support BC-based live music events, creating engagement opportunities for audiences, artists and youth, and enhancing music tourism throughout BC. Funding will also support business development initiatives, such as adding a new stage, new revenue stream development, marketing initiatives, infrastructure improvements, and professional development. Applicants for this program are BC-based festivals, venues, presenters and event producers. There will be one intake for this program.
- 3. **Music Company Development:** This program will support the sustainability, growth and capacity of BC's music companies, funding activities including the hiring of new staff, the launch of new business units, researching/testing new products or revenue streams, training and professional development, marketing initiatives, and A&R/scouting. There will be one intake for this program.
- 4. **Music Industry Initiatives:** This program supports the development of BC's music industry, funding projects that support training, skills development, export activities, business development, research and up-and-coming talent. Applicants for this program are industry associations and business collaborations. Applications will be accepted on a rolling basis. (Note: This program supports training, skills development, and export activities led by businesses and other service organizations in addition to those delivered by Music BC through their funding envelope. Music BC is the industry leader in these areas and will be delivering the majority of activities.)

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5. Emerging Opportunities: Funds have been set aside to address strategic priorities that arise during the year as identified by Creative BC and the Province of British Columbia. If no strategic priorities are identified, these funds will supplement existing program budgets.

C. Research + Policy Support

To support these new programs, evaluate the impact of provincial investment, and compile data on BC's music industry, Creative BC will identify opportunities for data collection and analysis. Research projects will be managed by Creative BC in partnership with key stakeholders and in consultation with the Province of BC. Creative BC will also invest in policy research to stay current with evolving trends and issues facing BC's music industry. Potential opportunities include building on data that has already been collected through previous music funding in order to quantify and understand the impacts of the funding, finding ways to align with provincial data sources for economic impact and employment statistics, assessing the labour needs of BC's music industry, and researching barriers to funding and key tactics by regional applicants and equity seeking groups. These activities will take place between April 1, 2019, and December 21, 2020.

D. Partnerships

In addition to administering Amplify BC funding programs, Creative BC has established partnerships with key organizations to support the development of BC's music industry. These partnerships include the delivery of specific programs and activities, and the collection of data to measure their impact. Creative BC will work closely with Music BC and the First Peoples' Cultural Council to support all programs designed to support BC's music industry, through cross-promotion, collaboration and shared networks.

Creative BC will review the results of these partnerships, based on interim reports and conversations, and funding allocations may vary based on negotiations with these organizations. Creative BC will provide the Province of BC the terms of the finalized partnership agreements for approval prior to signing. Descriptions of the existing partnerships are below, along with budget allocations based off the last round of funding:

- 1. Music BC: \$1,200,000 was allocated to Music BC in 2018-2019 to support training and professional development activities, and the administration of tour funding for artists and travel grants for industry professionals. Music BC also receives funding to lead BC's participation at domestic and international markets through coordinating export missions for BC companies and showcasing opportunities for BC artists. Creative BC will evaluate the results of last year's activities and will continue to work with Music BC to determine future directions for this funding envelope. A summary of Music BC funded activities will be provided to the Province once the partnership is finalized for 2019-20. This allocation is in addition to \$50,000 that Music BC receives from Creative BC's core funding for operational needs.
- 2. **First Peoples' Cultural Council:** In 2017-18, \$350,000 was allocated to the First Peoples' Cultural Council (FPCC) to support First Nations artists and industry professionals through additional funding opportunities and the first Indigenous Music Retreat. In 2018-19, Creative BC allocated \$500,000 to FPCC to support the continuation of the new funding streams and the launch of an Indigenous Music and Culture Festival. FPCC intends to deliver the Indigenous Music Retreat and the Indigenous Music and Culture Festival in alternating years. Creative BC will continue to work with FPCC to discuss the future of this partnership, how to build on past programs and address emerging gaps and needs. Creative BC has tentatively allocated \$500,000 for 2019-2020 to support the continuation and growth of programs for Indigenous artists and professionals, to be revised based on future conversations and the evolution of this partnership. Creative BC will continue to prioritize the inclusion of Indigenous peoples through Amplify BC funding programs, in addition to this partnership.

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E. Funding Allocations

Below are the funding allocations for Amplify BC. Any changes to the Amplify BC budget will be recommended to the Province of BC for final approval.

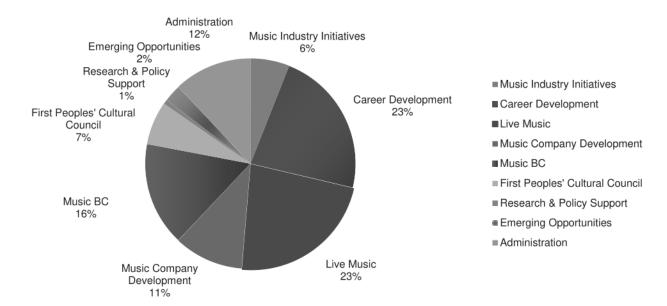
Amplify BC	2019-2020
Programs	
Career Development	\$1,700,000
Live Music	\$1,700,000
Music Company Development	\$800,000
Music Industry Initiatives	\$450,000
Emerging Opportunities	\$200,000
Partnerships & Services	
Music BC	\$1,132,500
FPCC	\$464,000
Research & Policy Support	\$50,000
Creative BC Administration & Overhead	\$900,000
Music BC Administration & Overhead	\$67,500
FPCC Administration & Overhead	\$36,000
TOTAL FUNDING	\$7,500,000

NB: Total administrative costs for 2019/20 are 13.38%, totaling approximately \$1,003,500 of \$7,500,000. Partnership agreements with Music BC and FPCC are yet to be finalized; and the numbers provided are estimations. The total overall allocation, however, will not exceed 15%.





Amplify BC Program Allocations



F. Program Development

The administration of funding programs requires the following implementation activities:

- 1. Program Design: Creative BC will re-launch four funding programs, outlining program goals, impact areas, and evaluation metrics. Creative BC staff will continue to improve programs based on funding best practices, feedback from industry and the learnings from previous rounds of investment. Creative BC will continue to work closely with other funders to ensure that Amplify BC programs complement other funding programs and allow BC's music industry to leverage dollars from other levels of government. Creative BC will ensure programs complement other provincial government activities, particularly in the areas of Tourism, Arts and Culture, Education, and Jobs, Trade & Technology.
- 2. Industry Consultation: Creative BC conducted extensive industry consultation in 2018-19 before the launch of the four Amplify BC funding programs. As BC funding programs are still active, Creative BC will wait until the fall to launch another round of surveys to collect feedback from applicants, funding recipients and the broader industry. Amplify BC 2019-20 programs will replicate Amplify 2018-19 programs, with small changes made to improve clarity, client service and program delivery.
 - The Music Industry Advisory Committee [see section H.1] will provide feedback on program design and guidelines. Industry consultations will be scheduled with industry stakeholders, including Music BC and successful and unsuccessful applicants, to test new initiatives prior to launch.
- **3. Development of Program Materials:** Creative BC will develop application materials for each program. This includes program guidelines, application forms, budget templates, final reports, cost templates, scoring sheets, FAQ's and other support materials to assist applicants.
- 4. Program Launch: Creative BC will work in collaboration with the Province of BC and industry partners to announce Amplify BC programs. A combination of press releases, outreach to media outlets, social media support, digital advertising, and targeted communication using the Amplify BC newsletter will promote new

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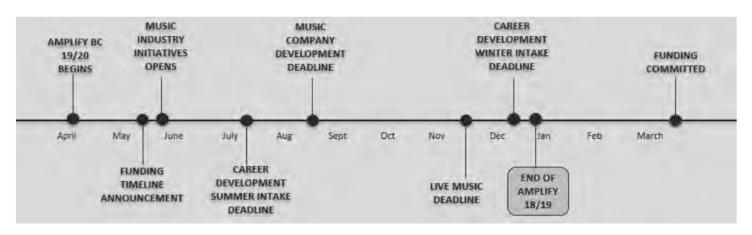
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programs to potential applicants across BC. Amplify BC info sessions, targeted outreach and travel to industry events will also raise awareness of new programs.

- **5. Client Service:** Creative BC will provide ongoing service to potential applicants across the province. This includes delivering in-person and online info sessions for each program, and providing ongoing support through phone calls, emails and in-person meetings for those with questions about the programs and application process.
- 6. Application Evaluation: After each program deadline, Creative BC will begin a robust evaluation process for the applications received. A scoring sheet will be developed and tested to ensure results that meet the goals of the program. Creative BC staff will review all applications, follow up on incomplete applications, and undertake a preliminary scoring process. Advisory panels comprised of industry professionals will be recruited as needed to participate in the evaluation process and review staff recommendations. The Music Industry Advisory Committee is not involved in the evaluation of applications [see section H.1].
- 7. Contract Management: Once funding is allocated, Creative BC will prepare funding contracts for each recipient, and issue the first cheque for the advance of funds. Once final reports are submitted, Creative BC staff will evaluate the information provided, and request copies of receipts and proof of payment as required to ensure the accuracy of information. Adjustments may be made to grant amounts based on the final reports submitted. Once the final review is complete, a final cheque is issued for the remainder of funds.
- 8. Promotion of Amplify BC Recipients: Creative BC will work with the Province of BC to coordinate all funding announcements, giving the Province the first right of refusal on opportunities as they arise. Creative BC and funded recipients will share the impacts of Amplify BC programs for artists and companies through the Creative BC website and social media channels to build profile for BC's music industry.
- 9. Program Evaluation: At the end of the funding cycle, Creative BC will compile the data from final reports submitted by funding recipients and evaluate the impact of investment. An activity report will be submitted in April 2020 outlining funding disbursements, outreach and program delivery. A final report will be prepared for the Province in December 2020 outlining the results of each program. Survey data will be collected from applicants to assess program design and the effective delivery of programs. An independent consultant may be engaged to assist with program evaluation and the preparation of the final report.

G. Program Delivery Timeline



Key Dates:

- Announcement of the Amplify BC timeline for program launches and deadlines in early June 2019.
- Spring/summer funding intakes for Music Company Development, Career Development
- Rolling intake for Music Industry Initiatives





- Spring/summer travel to promote programs across BC, with a focus on regions outside of the CRD and Metro Vancouver.
- Fall/winter funding intakes for Live Music, Career Development
- Amplify BC 18/19 projects and final reports completed by September/October 2019
- Amplify BC 18/19 final report submitted to the Province of BC by November 1, 2019
- Funding committed by March 31, 2020.
- Amplify BC 19/20 projects and final reports completed by completed by September/October 2020
- Amplify BC 19/20 final report submitted to the Province of BC by December 31, 2020

Individual program launches and deadlines are outlined below:

Amplify BC Programs	Applications Open	Deadline for Applications
Music Industry Initiatives	June 5, 2019	March 1, 2020
Career Development - Summer Intake	June 5, 2019	July 17, 2019
Music Company Development	June 12, 2019	August 14, 2019
Live Music	October 3, 2019	November 13, 2019
Career Development - Winter Intake	November 1, 2019	December 11, 2019
Career Development - Record in BC	TBA	TBA

H. Industry Consultation + Outreach

Creative BC has worked closely with industry to design, deliver and improve funding programs since 2016. The Music Industry Advisory Committee was formed to act as an ongoing link between Creative BC and BC's music industry. The launch and redesign of programs in 2018 was informed by 339 survey responses and in-person consultations with 152 stakeholders, representing the breadth of the music industry in BC. The continuation of the four program streams in 2019 demonstrates their ongoing success and relevance.

In addition, Creative BC has prioritized access to funding by regional and equity-seeking groups since the first launch of funding programs for BC's music industry. This was a stated priority in all funding programs, and a category in the scoring and evaluation process. Industry advisory panels assisting with the evaluation of applications were carefully selected to ensure participation by women, people of colour and Indigenous peoples. Funds were directed to projects serving gaps in the music industry, resulting in support for activities outside traditional industry pathways.

Promotion and engagement activities were aimed at funding a diversity of funding recipients. Consultants from specific cultural communities were hired to assist with outreach to a diversity of genres and demographics. Partnership with FPCC was transformative in building the Indigenous music industry in BC. As a result of relationship building and joint outreach activities, Creative BC has recruited Indigenous participation in the delivery of funding programs at every level and the number of Indigenous applicants to Creative BC has significantly increased.

Creative BC continues to track the number of applications received by regional applicants and equity-seeking groups and can compare the funding committed for two years of funding, as shown in the Amplify BC 2018-19 Activity Report.

Specific consultation and outreach activities are described below:

1. Music Industry Advisory Committee: The Music Industry Advisory Committee was formed to ensure two-way communication between Creative BC and key stakeholder groups within BC's music industry. The purpose of the Advisory Committee was for stakeholder representatives to provide input to Creative BC regarding funding programs, ongoing success and challenges, administration and solutions to address issues that may arise. Three to four meetings will be held each year.





The Advisory Committee is not a decision-making body nor an adjudicating body, and as such, participation on the Advisory Committee did not disqualify any member from applying for and receiving funding. The Advisory Committee's role is to provide input on program development, marketing and outreach, and evaluation processes.

As this committee has been operational since spring 2016, with the start of the BC Music Fund, Creative BC is planning to rotate in new members to allow additional stakeholders to provide input on the delivery of Amplify BC programs. In 2018, Creative BC added four committee members to improve diversity, regional representation and Indigenous perspective. Creative BC will continue to consider the diversity of committee members in recruitment, in order to ensure the participation of a wide range of industry stakeholders, in addition to gender, cultural background and regional representation.

- 2. Attendance at Industry Events: Creative BC will attend industry events to build relationships with music industry stakeholders, taking into consideration having a presence at events that will build relationships with regional and diverse stakeholders. In addition, Creative staff will attend broader industry gatherings to continue to attract business to BC and participate in the export initiatives led by Music BC. Creative BC will attend, deliver presentations on Amplify BC programs and schedule individual meetings with clients at events such as:
 - Music BC workshops, industry events and export initiatives
 - FPCC grant writing workshops
 - Indigenous Music Awards in May 2019, in Winnipeg, MB
 - FPCC Indigenous Art & Culture Festival in August 2019, in Victoria, BC
 - Breakout West in September 2019, in Whitehorse, YK
 - Northern Exposure Conference in August 2019, in Wells, BC
 - 'Q'emcin 2 Rivers Remix, in Lytton, BC
- 3. Regional Outreach: Creative BC will travel to 6-8 regions outside of Metro Vancouver and the CRD to promote Amplify BC programs and build relationships with industry stakeholders across the province. Creative BC will schedule roundtable discussions to learn about regional needs and priorities, and public info sessions to provide information on Amplify BC programs and how to apply. Creative BC will also schedule tours to local venues and studios, and schedule feedback meetings with unsuccessful applicants. Travel will occur between May and October 2019, to ensure that attendees are able to apply for all four programs and are aware of fall/winter funding deadlines. Info sessions will be scheduled in many of BC's regional districts, with the goal of partnering with existing events and festivals to improve attendance from nearby communities.

Creative BC will enlist support from Music BC, regional film commissioners and local economic development agencies to broaden reach and engage a broad set of stakeholders.

Creative BC will continue to track the number of regional applications to assess the impact of outreach, with the goal of improving the regional distribution of funds through Amplify BC.

- 4. Indigenous Outreach: Creative BC will work with FPCC and other Indigenous partners to schedule roundtables, industry consultations and info sessions to build relationships with Indigenous communities and promote Amplify BC programs. Creative BC will also visit Indigenous communities when travelling to different regions of BC and attend events such as the Indigenous Music Awards in Winnipeg, MB. Creative BC will continue to engage Rob Thomson as an Indigenous outreach consultant and will schedule 3-5 gatherings to build relationships with Indigenous artists. Creative BC will seek input from Tewanee Joseph, a member of the Squamish Nation that sits on the Music Industry Advisory Committee.
- **5. Diversity Outreach:** Creative BC will continue to dedicate resources for outreach to under-served cultural communities and engage members of these diverse communities to organize meetings, tours, and info sessions. This will grow awareness of Creative BC programs within these communities and improve the diversity of the applicant pool.





Creative BC will continue to engage three outreach consultants hired last year to assist Creative BC in building relationships with Indigenous peoples, the South-Asian community, and women, people of colour and LGBTQ2S people in the electronic music scene. An additional consultant will be engaged to build relationships with Chinese and Korean cultural communities. Consultants were chosen to reach out to artists and music companies from specific communities with vibrant music industries and low representation across Amplify BC funding programs. Creative BC staff will work with these consultants to gain a broader understanding of how the music industry works across different cultures, demographics and genres, and improve access to information and funding.

I. Marketing + Communications

Creative BC will promote Amplify BC programs through the following platforms:

- 1. Province of BC / GCPE Communications Channels: Creative BC will work closely with the Province of BC and GCPE to identify opportunities to promote Amplify BC funding programs, program launches and funding recipients through provincial communication channels and activities. This includes press releases, launch events, social media, outreach to media outlets, and other means.
- 2. Creative BC Website: Creative BC has a dedicated website page to provide detailed information on Amplify BC funding programs, which will include program information, guidelines, links to application forms, support materials, logo use requirements, and program openings and deadlines. In addition, the website, news and calendar will promote in-person and online info sessions, highlight success stories of funding recipients, profile music industry events supported by Creative BC. In 2018-19, Amplify BC had 31,729 unique page views.
- 3. Amplify BC Newsletter: Creative BC will continue to use monthly or bi-monthly newsletters as the communication vehicle for program launches, deadlines, and all other news regarding Amplify BC funding programs. Newsletters will also share information on industry events, profile funding recipients, and share information on Music BC programs and deadlines. Currently, 3,650 stakeholders are subscribed to Creative BC's music industry newsletter, with an open rate of 30-45% per campaign, showing high engagement.
- 4. Social Media: Amplify BC content will be actively promoted and engaged on both Twitter and Facebook, sharing information about the new funding programs in addition to industry news and highlights. Content will include program announcements, regional information sessions, application deadlines, media mentions, and success stories from funding recipients. The Amplify BC Twitter account will be the main channel of promotion for music sector information, with key announcements featured on the Creative BC Twitter and Facebook channels. Over the course of 2018-19, this twitter account reached 845 followers, with 225,000 total impressions, and 1,938 engagements through likes, re-tweets, replies, and clicked links. Creative BC's YouTube channel also shared music videos by funding recipients.
- 5. Industry Partners: Creative BC will work closely with other industry and service organizations to share news about funding programs and deadlines through their newsletters and social media channels. Partners include Music BC, First Peoples' Cultural Council, Music Canada Live, FYI Music News, BC Touring Council, and others.
- **6.** Traditional Media/PR: Creative BC aims to maximize the reach of Amplify BC and its programs, with an outreach strategy will target traditional media across the Province, spanning local and national TV, radio, print and online outlets. Regional media outlets will be contacted prior to regional info sessions, to spread the word.
- 7. Advertising Campaigns: In addition to the traditional media outreach, Creative BC will implement an ad strategy targeting music media and info session locations. Creative BC will continue to invest in social media advertising to promote regional info sessions.





J. Impact + Evaluation

Amplify BC programs have been designed to further the goals of the provincial government:

- Good Jobs and a Sustainable Economy: Amplify BC supports the growth and activity of BC's music industry
 through four funding programs and partnerships, supporting expansion and business development for BC
 companies, job creation and retention, and the development of the industry to learn and innovate towards future
 success and sustainability.
- Reconciliation and Respect: Amplify BC has established a key partnership with FPCC to support the growth of
 the Indigenous music industry, providing funding and mentorship opportunities for traditional and contemporary
 artists and professional development and training for industry professionals. Indigenous artists and organizations
 are also supported across Amplify BC programs, and there is Indigenous representation in Amplify BC
 committees, advisory panels and consultations.

The following table shows how Amplify BC goals and activities are aligned with the goals of the Ministry of Tourism, Arts and Culture, as outlined in the 2019/20-2021/22 Service Plan.

MINISTRY OF TOURISM, ARTS AND CULTURE	Goal 1: Champion tourism to create jobs and strengthen the economy	Goal 2: Support creative and cultural organizations to help develop BC's creative Sector	Goal 3: Promote diversity and inclusion in communities through British Columbia
AMPLIFY BC GOALS + ACTIVITIES	Support the expansion and business development of BC-based live music events through the Live Music program, creating engagement opportunities for audiences, artists and youth, and enhancing music tourism throughout BC.	Support the growth of BC's music industry through Amplify BC programs administered by Creative BC in order to: Promote BC music, talent, and creative product on the national and global stage Stimulate growth and the creation and retention of jobs Support the development and diversity of BC's creative workforce Grow the capacity and sustainability of BC's music industry Invest in creative product and creative entrepreneurship Incubate the next generation of talent	 Support the full range of BC's music industry, including activity across BC's regions, the many genres and business activities within the music industry, and the representation of gender, Indigenous peoples and the many cultural communities in BC. Involve regional participants and equity-seeking groups in Amplify BC committees, evaluation panels and consultations.

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The following table shows the goals of Amplify BC in relation to Creative BC's strategic goals. These goals are then broken down into desired impacts, and indicators to measure the success of these impacts.

CREATIVE BC STRATEGIC GOALS	Competitiveness	Growth Mindset	Discoverability	Talent
AMPLIFY BC GOALS	 Grow the capacity and sustainability of BC's music industry Invest in creative product and creative entrepreneurship 	Stimulate growth and the creation and retention of jobs	Promote BC music, talent, and creative product on the national and global stage	 Incubate the next generation of talent Support the development and diversity of BC's creative workforce
AMPLIFY BC IMPACTS	Increased BC creative product Supporting creative entrepreneurship through funding startups and collaborative projects Increased business acumen and capacity for BC's music industry New knowledge and data to inform BC's music industry Increased cross-sector collaboration and crosspollination to build competitive advantage	Increased profitability of music companies funded Increased music employment in BC Investment leveraged by Amplify BC Increased inward investment	Increased showcasing and presentation opportunities for BC artists Increased international business development opportunities Increased international sales Increased audiences for live music events and BC music Increased economic contribution of BC's music industry to tourism Increased profile for BC music industry artists and companies	Increased training and skill building opportunities Increased diversity of funding recipients
AMPLIFY BC INDICATORS:	 # of creative products produced # of start-ups and collaborations funded # of projects that build the capacity of BC's music industry # of research projects funded # of cross-sector projects funded 	 Increase in the profitability and earning potential of BC companies and artists Increase in music employment # of private sector and public sector funds leveraged \$ invested in BC's music industry Total BC expenditures 	 # of export + market development initiatives # of performance opportunities for artists Audience growth for live music events, growth in ticket sales Artists signed to labels Increased inward investment invested in BC's music industry 	 # of training initiatives Diversity of recipients, rosters, performances # of projects supporting the next generation

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The following table shows the goals of Amplify BC as delivered by the priorities of each funding program and partnership:

CREATIVE BC STRATEGIC GOALS	Competitiveness	Growth Mindset	Discoverability	Talent
AMPLIFY BC GOALS	Grow the capacity and sustainability of BC's music industry Invest in creative product and creative entrepreneurship	Stimulate growth and the creation and retention of jobs	Promote BC music, talent, and creative product on the national and global stage	Incubate the next generation of talent Support the development and diversity of BC's creative workforce
INDUSTRY INITIATIVES	 Inform industry innovation and the evolution of business practices Develop knowledge and research that informs BC's music industry Support cross-sector collaboration and cross-pollination 	Foster new business opportunities and develop new markets	Foster new business opportunities and develop new markets	 Develop BC artists, industry professionals and the next generation of talent Support the diversity of BC's music industry
CAREER DEVELOPMENT	Invest in the creation of intellectual property and expanded digital presence for BC artists	 Increase and sustain economic activity and earning potential for BC artists, music companies and vendors Attract national and international business to BC's recording industry 	Develop audiences for BC artists in local and export markets	Support a diverse range of artists across genres with broad regional and cultural representation
LIVE MUSIC	Stimulate innovation, growth and capacity within BC's live music sector	Increase economic activity and jobs for BC musicians, live music companies, and industry professionals	Support music tourism and performance opportunities for artists and audiences	Support a broad range of live music events across the province
MUSIC COMPANY DEVELOPMENT	Stimulate growth and capacity with BC's music companies Support projects that explore innovative business models and practices	Increase economic activity, profitability and jobs for BC's music industry	Export capacity supported through Music BC and Industry Initiatives programs	Support a broad range of music companies Expand organizational talent and management capability
PARTNERSHIPS WITH MUSIC BC AND FPCC	Support collaboration, data collection, and knowledge development Foster creative entrepreneurship	Meaningfully connect with sector and build lasting partnerships.	 Develop the export capacity of BC companies Develop audiences and business opportunities for artists in Canada and abroad 	Develop BC artists, industry professionals and the next generation of talent Support the diversity of BC's music industry





Supported by the Province of British Columbia

PROGRAM DELIVERY	 Improve business acumen and the development of strategy through the application process Collect data on BC's music industry Support sector collaboration and cross-sector partnerships 	 Grow engagement in Amplify BC programs 	 Tell the stories of funded artists and projects Build BC's brand as a thriving province for artists and industry 	 Build awareness of Amplify BC programs across all aspects of BC's music industry Involve a diversity of participants in Amplify BC committees, evaluation panels and consultations
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CONFIDENTIAL

BC MUSIC FUND FINAL REPORT

Prepared for:

Amy Schneider, A/Executive Director, Creative Sector Branch November 9, 2018





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INTRODUCTION

Creative BC is a not-for-profit, independent, economic development organization serving British Columbia's creative industries and advancing the Ministry of Tourism, Arts and Culture's mandate to foster a creative sector that is dynamic, sustainable and reaches its full social and economic potential. As B.C.'s agency of record, Creative BC is the coordinating and implementing agent for the Province's interest in growing B.C.'s music and sound recording industry, which represents \$690M annually to the province's economy and a workforce of 6,600.

On February 11, 2016, the Province of BC announced the creation of the BC Music Fund, a \$15-million investment to support growth and activity in BC's music industry. Over a two-year period, Creative BC designed, launched and administered a full complement of funding programs with the goals of stimulating direct investment, job creation, music tourism, increased regional activity and the export of BC music.

Creative BC also developed partnerships with Music BC and the First Peoples' Cultural Council to deliver programs as part of the BC Music Fund and played a key role in building the profile of BC musicians and industry through funding the 2018 JUNO Awards.

In delivering the funding, Creative BC followed best practices in grant administration, including: adopting robust governance; establishing a BC Music Fund Advisory Committee; designing an organizational structure to support the roll-out of the fund and to run the programs; and implementing an evaluation system to measure success and outcomes. The Province of British Columbia recognized the value of continued investment in BC's music industry and the opportunities in growing this creative sector by announcing the one-year renewal of the program through the \$7.5 million Amplify BC fund on March 22, 2018.

This report will detail the industry consultation, program design and delivery of the BC Music Fund, outline the programs and investments supporting BC's music industry, and describe the impacts of this provincial investment and the significant role that this funding has played in mobilizing BC's music industry towards greater economic and creative success. It will also reflect on lessons learned and future opportunities.



Rifflandia received funding to expand the number of BC artists presented and invest in capital infrastructure with their Live Music grant. Yukon Blonde performs; photo by Luke Connor.

DELIVERY OF THE BC MUSIC FUND

Establishing Strategic Oversight

To deliver the Fund, Creative BC's utilized its existing industry networks, expertise in delivering funding to the creative sector and knowledge of the business of music and engaged stakeholders from across the sector. Prior to designing funding programs, Creative BC met with over 60 B.C.-based organizations, 20 national organizations and 16 agencies, funders and partners, to assess needs and gaps in the industry and ensure that new funding programs were complementary to existing public support.

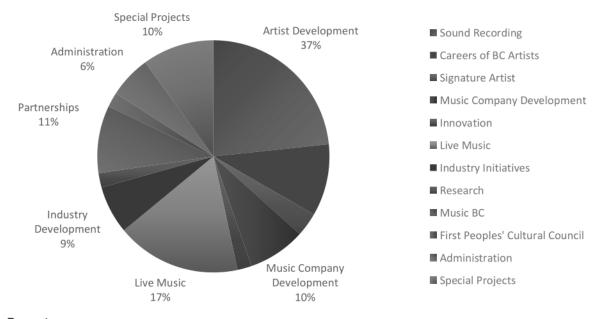
To ensure accountability and facilitate two-way communication, Creative BC established a BC Music Fund Advisory Committee, consisting of diverse music companies, artist-entrepreneurs and industry partners at the provincial and national levels. They acted as a key advisory body to the BC Music Fund. These individuals participated in 9 meetings over the course of the Fund's disbursement, as well as numerous phone calls and consultations, contributing to review program guidelines, address emerging issues and concerns, champion the intent of the Fund, and access industry channels and relationships to support and maximize the Fund's impacts.

The committee was comprised of:

- 1. Alex Cuba, Artist
- 2. Amy Terrill, Music Canada
- 3. Asha Bhat, Province of British Columbia
- 4. Bruce Allen, Bruce Allen Talent
- 5. Bryan Adams, Artist
- 6. Catherine Runnals, Brand Live
- 7. Kesi Smyth | Jenna Robson, 604 Records
- 8. Nick Blasko, Amelia Artists Inc., Atomique Productions Ltd.
- 9. Patrick Aldous, Music BC
- 10. Prem Gill, Creative BC (Chair)
- 11. Sarah Fenton, Watchdog Management

Programs and Partnerships

Funding programs were designed to support four program streams: artist development, live music, music companies and industry development. Strategic industry partnerships and special projects were also funded. The chart below shows the full range of budgeted investments through the BC Music Fund:



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Creative BC launched eight new funding programs, under the four program streams, to support different facets of the music industry. The chart below includes a description of programs, list of partnerships and special projects, program budgets, demand for funding and final investments:

	Programs	Program Budget	Funding Requested	Final Grant Amount
	Artist Development			
1.	Sound Recording: Supported sound recording projects at B.Cbased studios to attract domestic and international business to B.C. recording facilities.	\$3,500,000	s.17	\$2,817,655
2.	Careers of BC Artists: Supported marketing initiatives and music videos to build local and international audiences for B.C. artists.	\$1,500,000		\$1,281,902
3.	Signature Artist: Supported the growth of B.C.'s music industry by attracting internationally renowned artists from Canada and abroad to implement large scale projects in B.C., creating jobs and economic impact.	\$500,000		\$454,654
	Live Music			
4.	Live Music: Supported the expansion of live music presentation and business development initiatives for B.Cbased live music events, festivals and venues.	\$2,602,000		\$2,431,416
	Music Company Development			
5.	Music Company Development: Supported business development initiatives to grow and build the capacity of B.C.'s music companies.	\$1,200,000		\$1,052,564
6.	Innovation: Supported the development of innovative ideas that explored cross-sector collaboration and the use of technology.	\$300,000		\$274,735
	Industry Development			
7.	Industry Initiatives: Supported industry development projects, including export activities and artist showcases, training and professional development, and collaborative business initiatives.	\$1,000,000		\$959,008
8.	Research: Supported research projects to increase knowledge and inform the growth, evolution and innovation of B.C.'s diverse and distinct music sector.	\$300,000		\$240,000
Tot	als	\$10,902M		\$9,511,934
Pari	tnerships, Special Projects and Administration			
1.	Music BC	\$1,410,000		\$1,389,324
2	First Peoples' Cultural Council	\$310,500		\$252,372
3.	CARAS / JUNO Awards	\$1,200,000		\$1,200,000
4.	Vancouver JUNO Host Committee	\$150,000		\$150,000
5.	DigiBC Music Education Initiative	\$150,000		\$0
6.	Creative BC Administration & Overhead	\$877,500		\$877,500
Tot	als	\$4,098,000		\$3,869,196
BC	MF Total Spend	\$15M		\$13,381,130
50	ini Total opena	φ 1 3 IVI		Ψ10,001,100

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Communication & Outreach

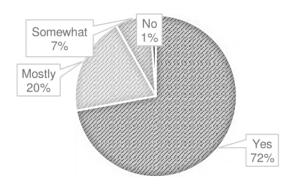
To promote the BC Music Fund, Creative BC conducted online and in-person communication initiatives to share program information, encourage applications and gather feedback on BCMF programs. To reach audiences across B.C., Creative BC held 32 information sessions online, in Vancouver and eight regional communities, presenting to over 900 industry stakeholders.

A BCMF twitter handle, electronic newsletter and separate section of the Creative BC website were established to disseminate program knowledge and grow program awareness. Throughout the Fund over 2,100 individuals signed up to receive 31 electronic BCMF newsletters and the BCMF Twitter handle had 2,977 engagements. For a synopsis of the communications and outreach activities conducted throughout the BC Music Fund, please refer to: **Appendix 1: Communications + Outreach Activities.**

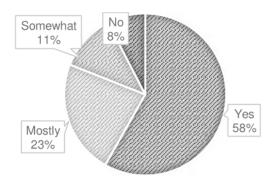
Evaluation and Service

To measure the impact of the Fund, Creative BC required all funding recipients to submit a final report detailing eligible expenditures and the results of each project. Creative BC also conducted surveys on the delivery of BC Music Fund programs, with 339 respondents. An initial survey was launched in fall 2017 to collect information on the Sound Recording Pilot Program and assess funding needs across BC's music industry. Four additional surveys were launched in spring 2018 to collect feedback on the remaining BCMF programs. Creative BC also consulted with 152 industry stakeholders, in-person at open roundtables, to inform recommendations for future funding programs and test Amplify BC program guidelines. A snapshot of results can be found below:

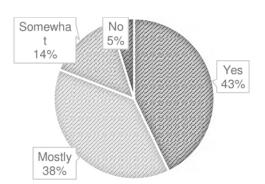
Did you find the staff helpful, informative and responsive to questions and concerns?



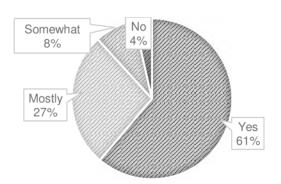
Did you find the evaluation process fair, transparent, and effective?



Was the process of applying clear and straightforward?



Did you find the application processing time reasonable?



Snapshots + Success Stories

Artist Development Dear Rouge topped Canadian Alternative Rock Charts with "Live Through The Night" in August 2018.

Pennan Brae, a songwriter, actor, and screenwriter, wrote, performed and recorded the entire soundtrack for The Astronot, a feature length film in which he also stars as the lead actor. The film has since been nominated for 46 awards and won 36, including Best Film Score. The album was recorded at Bluelight Studios in Vancouver.

Live Music

Bass Coast improved the sound and staging environment of their Cantina stage. In a survey completed by 1,800 attendees, this stage became a new festival favourite, and the improved sound system and shaded environment received great feedback from attendees. Bass Coast reported an economic impact of \$1,063,250 in Merritt.

Music Company Development After securing a new location in Burnaby, Studio Cloud 30 used their funding to add three new hires to their team, increasing their potential teaching capacity by 275%. They also launched a label services division, which has created job opportunities and generated \$15,000 in additional revenue so far.

Industry Initiatives Upstream Music Fest was launched in Seattle in 2018, with a Summit for industry professionals and festival of over 30,000 attendees. Secret Study, Music BC, FACTOR, The Government of Canada and Creative BC partnered to create Canada House, a venue showcasing 11 BC artists.

Partnerships

Twenty-one Indigenous artists participated in the first Indigenous Music Retreat run by the First Peoples' Cultural Council. Watch the video created by Digital Drum.

The Phoenix Training & Professional Development program goes national after Music BC brings the program to B.C. for 2 years.

Refer to Appendix 2: BC Music Fund Impacts by Program for additional success stories.

HIGHLIGHTS

Investment Impacts for B.C.'s Music Industry

Economic Impact	Stimulated \$45M direct economic impact, building exponential capacity for B.C.'s music industry (ratio of 1:3 on every dollar invested)	Stimulated \$76M in estimated future earnings for music companies and artists	Funded projects employed 6,596 people, with 79 new hires at B.C. music companies
B.C. Talent + IP	Funded 258 music videos, 106 marketing initiatives and 3,070 performance opportunities for B.C. artists Performances generated \$1.8M in artist fees and audiences of over 500,000 (building B.C. music brand)	Supported 278 sound recording projects for B.C. artists across 21 different genres: 2,535 songs, 200 full length albums, 71 EPs (generating B.Cowned intellectual property)	453 funded artist projects included 285 women, 122 people of colour, and 35 Indigenous people 3,070 funded performances included 2,322 women, 1,493 people of colour and 610 Indigenous people
Business Attraction	Triggered 6,101 days of recording across 69 B.C. studios and \$4M into the recording industry, attracted 12 out-of-province artists to record in BC, including Jann Arden and Alan Doyle	Leveraged \$4M in federal investment and \$27M in private sector expenditures (securing increased share of federal funding for B.C.)	Attracted \$10M out-of-province dollars to B.Crelated projects, and led 28 international and domestic trade missions (reigniting investment attraction for the music industry)
Partnerships, Special Projects + Industry Development	Supported Indigenous creators in partnership with the First Peoples' Cultural Council, and engaging industry through Music BC programs	Supported 4 research projects, 36 industry initiatives and 800+ training opportunities for over 8,000+ participants (generating industry knowledge and insight)	Invested in and attracted JUNOS to province with 28 B.C. music events, 25,000 attendees, and \$10.9M in economic impact (shining a spotlight on B.C.'s reinvigorated music industry)
Outreach, Communication and Consultation	Hosted 4 launch events in the Lower Mainland and presented BC Music Fund at 12 online and 12 Lower Mainland info sessions to 530 people combined	Delivered info sessions in 8 regional communities to 375 people, achieved 102,840 regional impressions through social media ad campaigns, and distributed 31 BCMF newsletters	Consulted with 96 organizations prior to program design, 152 stakeholders for program assessment, 339 survey respondents, engaged 57,501 unique users on website
Service Delivery	Processed over 1,000 applications for \$30M in funding requests (64% oversubscription on program funding)	Acquired 606 social followers and 50,928 ad impressions for deadlines, connected with 2,167 subscribers to the BC Music Fund newsletter	Undertook independent review, collaborated with industry for feedback, refined BC Music Fund approach and objectives, launched one-year recommitment to industry: Amplify BC

PROGRAM INVESTMENTS AND RESULTS

Securing Federal and Private Leverage

BC Music Fund programs were designed to align with core national funding available to the commercial music industry through FACTOR, Canadian Heritage and other sources. In direct consultation with these funding agencies, Creative BC structured programs and project requirements to align and support the leveraging of federal funds, utilizing expertise in designing programs within a national context. The ability to stack investments at both levels of government in turn enabled creators and entrepreneurs to offer attractive investment opportunities to the private sector, ultimately generating a 1:3 economic return.

Every \$1 of BC Music Fund triggered \$0.28 in federal funding and \$1.84 in private sector investment, supporting projects to benefit B.C.'s music industry.

- Federal Matched Funding: \$4M
- Private Sector Matched Expenditures: \$27M

Stimulating Economic Activity and Employment

BC Music Fund programs were designed to support expanded activity, selecting projects and companies demonstrating growth and the creation of new jobs for funding. B.C.'s music industry responded to funding opportunities with high demand, demonstrating an eagerness to grow the scale and scope of activity with matching private investment. Artist-entrepreneurs invested significant funding in creating new sound recordings, music videos and marketing assets to grow their audiences, creating jobs for recording studios, publicists, radio promoters, and video companies. Music companies hired additional staff, and live music presenters created more performances spots and grew their production teams. \$15 million in investment resulted in \$45 million in expenditures and 6,596 jobs.

Engaging Indigenous Creators

The BC Music Fund created an opportunity to support the Indigenous music industry in B.C. for the very first time. Creative BC initiated a new strategic partnership with the First Peoples' Cultural Council (FPCC), investing \$310,500 in FPCC's Indigenous Music Initiative. A highly respected agency supporting Indigenous language, art and culture, FPCC has funded Indigenous creators since 1990. Not only did the Fund enable Creative BC to support mentorship and professional development for artists and industry professionals through FPCC, but also fostered a meaningful connection and deepened understanding of the issues and opportunities surrounding inclusion and access to funding for B.C.'s Indigenous creators.

Since initiation of the funding partnership, Creative BC has continued to consult with FPCC on program design and outreach, and as a result of relationship building, has recruited Indigenous participation in the delivery of funding programs at every level. Outreach through FPCC's relationships with Indigenous Nations across B.C. has increased the regional distribution of funds through the BC Music Fund – Indigenous musicians and professionals from s=even out of eight regions of B.C. were supported, the broadest regional representation of all BCMF initiatives. Together, FPCC and Creative BC have created new opportunities for Indigenous artists and industry professionals to participate in BC's music industry.



Twenty-one Indigenous artists participated in the first Indigenous Music Retreat. Watch the video created by <u>Digital Drum</u>.

FPCC - Indigenous Music Initiative		
Funding Program	Budget	Actuals
Emerging Indigenous Music Industry Professionals	\$48,000	\$28,000
Expanding Capacity in the Indigenous Music Recording Industry	\$120,000	\$119,308
Indigenous Music Retreat	\$112,000	\$81,311
Administration + Project Management	\$30,500	\$23,753
TOTAL FUNDING	\$310,500	\$252,372
Unused Funds Transferred to Amplify BC		\$58,128

Refer to **Appendix 3: Partnerships + Special Projects** for further detail on the activities and impacts delivered by FPCC.

Delivering with Music BC

Music BC is the industry's membership organization, representing 1,000+ members at individual and corporate levels. Prior to the BC Music Fund, the organization received operational and project-based funding through Creative BC's annual programs to provide industry stewardship, administer funding for touring and business travel, and lead B.C. export initiatives.

The BC Music Fund enabled Creative BC to collaborate with Music BC to support the design and delivery of distinct and complementary initiatives to those offered through Creative BC. Music BC delivered \$1.41M to support training, professional development, export and showcasing, business travel and tour support for artists:

- 238 funding recipients for tour support and business travel
- 1,300+ artists and industry professionals benefitted from training, panels and workshops, business development programs, showcases and export activities, building audiences, expertise and business capacity
- Strategic international outreach and market development included:
 - 24 trade missions, international and export events
 - A focus on specialized topics, genres and four new export markets
 - Leadership role for three strategic initiatives: the Vancouver Music City Strategy,
 Vancouver Music Ecosystem Study; Vancouver 2018 JUNO Host Committee initiatives

Music BC		
Funding Program	Budget	Actuals
Training + Professional Development	\$255,000	\$269,725
Domestic and International Trade Initiatives	\$425,000	\$369,531
Touring + Business Travel Grants, Music BC Stages	\$553,000	\$565,260
Administration + Project Management	\$177,000	\$184,500
TOTAL FUNDING	\$1,410,000.00	\$1,389,016
Unused Funds Transferred to Amplify BC		\$20,984

Refer to Appendix 3: Partnerships + Special Projects for further detail on the activities and impacts delivered by Music BC.

Bringing the JUNOS to B.C.

A highlight of the BC Music Fund's success was leveraging federal and national opportunities to draw Canada's attention to the west coast, shining a spotlight on British Columbia and its talented artists and music infrastructure. To this end, the \$1.2M investment to the Canadian Academy of Recording Arts and Sciences to support the JUNO Awards secured the national event to be held in Vancouver in March 2018 and bring significant economic benefit to the province.

The economic impact of the JUNOS is calculated by their team at \$10.9M, including \$2.7M in contributed out-of-province investment and \$1.2M in direct expenditures for B.C. labour, employing 1,005 people from B.C. Ten percent of the 28,700 attendees were out of province visitors and B.C. artists were front and center, garnering high visibility at 90 live music events, 28% or 40 of which were B.C. artists. In addition, the JUNOS served to unite and galvanize venues, organizers, new business connections for industry and British Columbian citizens around music-centred opportunities and activities. A surge of engagement was created at numerous venues. The event received 114 million media impressions.

The 2018 JUNO Awards Host Committee in partnership with Music BC received \$150,000 through the Fund to feature B.C. talent at local showcases through the province, on the JUNO tour to Victoria and Kelowna, and at the family-friendly Let's Hear It LIVE! Celebration Site at the Vancouver Art Gallery, spreading the economic benefits regionally.

Refer to Appendix 3: Partnerships + Special Projects for further detail on the activities and impacts delivered as part of the 2018 JUNO Awards.

Driving Diversity Strategies and Regional / Municipal Value

The BC Music Fund was a key driver for Creative BC to deepen and further links and channels for collaboration across the province. To encourage regional participation, an emphasis was placed on non-Lower Mainland exposure and engagement. Regional online ad campaigns garnered 102,840 views

Creative BC delivered regionally targeted information sessions in eight locations beyond the Lower Mainland with over 375 attendees learning about funding programs and how to apply. In addition, Creative BC worked with the Regional Film Commissions for outreach in their respective jurisdictions and with the Chamber of Commerce network to promote regional uptake on BC Music Fund grants.

Promotion and engagement activities were also aimed at funding a diversity of funding recipients, a key priority across all programs. Creative BC committed to supporting the full range of B.C.'s music industry, including activity across B.C.'s regions, the many genres and business activities within the music industry, and representation of gender, Indigenous peoples, and the diverse cultural communities in B.C. Funds were directed to projects serving gaps in the music industry, resulting in support for activities outside traditional industry pathways.

Key highlights include:

- 8 info sessions in regional centres: Victoria, Nanaimo, Kelowna, Prince George, Smithers, Merritt, Kamloops, Nelson
- Mailouts to 117 Chambers of Commerce and 201 Indigenous Nations
- 104 regional applications received (10% of total) and 35 regional BC Music Fund recipients through Creative BC programs, plus 26 supported through Music BC and FPCC
- 453 approved artist projects involved 285 women, 35 Indigenous, 122 visible minority and 23 persons with disabilities, as self-identified
- 3,070 performances were supported through the Fund: 2,322 were women, 610 were Indigenous, 1,493 were visible minorities and 406 were from under-represented groups.

Refer to **Appendix 4: Regional Engagement + Diversity** for statistics on the impacts of the BC Music Fund by impact area.

Growing the Business Capacity of BC Companies

The music industry is comprised of many small companies and entrepreneurs building revenue streams in a landscape of technological change and new business models. Many artists struggle with the economic pressures of building a career in music. To address this need, BC Music Fund invested significantly in artist development and training, providing opportunities for artists to gain business skills and learn tools to grow their audiences. Companies benefitted from the opportunity to invest in training and participate in the many professional development opportunities offered through the Fund. The process of applying for funding also required companies to articulate their business plans, resulting in the growth and refinement of considered, forward-looking business strategy, a benefit to all who applied.

- Over 8,000 industry professionals and artist-entrepreneurs participated in 800+ training opportunities.
- 27 music company owners and leaders participated in the Phoenix Training & Professional Development program, delivered by Music BC, developing business acumen and strategy with support from FACTOR and SFU's Beedie School of Business. After two rounds in B.C., this program was launched nationally by the Canada Music Fund.

Collaborating Cross-Industry

The BC Music Fund offered investment opportunities for B.C.'s music industry to collaborate in new ways with B.C.'s other creative industries (film, television, book and magazine publishing). This was achieved through establishing partnerships and opportunities where B.C. music could intersect with the creation of other B.C.-made media assets. Of note, the music industry now has an annual presence at the Vancouver International Film Festival through VIFF AMP, a new event which explores the overlap between film and music, in addition to an annual music industry presence at the Whistler Film Festival. Both were supported through the BC Music Fund and Amplify BC.

A new collaboration with the BC Tech Summit focused on video games and new platforms. Many music companies also receive support to expand business offerings intersecting with motion picture, video games, post production and sound design, social media, technology and virtual reality.

While primarily dedicated to economic impacts and job creation, the BC Music Fund, within the parameters of its intent, also supported the B.C. school system and the next generation of B.C. music talent through funding to DigiBC to introduce students across B.C. to music composition in digital media and animation.

Growing International Awareness

Music BC led the export of B.C. talent through industry presence at 13 international trade events in 8 countries through the B.C. Music Fund. 137 artists showcased at trade events in Canada and abroad, performing for international delegates hosted by the Canadian music industry and for industry in other countries. Music BC partnered with three U.S. festivals to showcase B.C. talent and create brand awareness of B.C.'s music industry, and developed market intelligence and business relationships in Seattle, Denver, India and Singapore.

Music BC has been instrumental in the formation of the Cascadia Music advisory committee that includes the City of Seattle and Music Portland and others, building on showcases, touring funding and export events, such as Bumbershoot, Picathon and Upstream, to strengthen business networks down the coast. Seattle and other Pacific North West markets are the logical start for artists and industry professionals establishing a presence in the US. Music BC also participated in an international delegation led by

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FACTOR to Denver, to explore potential for business and as an anchor point between the two coastlines for US tours.

Opportunities to build on existing relationships within the diverse composition of BC's population included attending the leading Asian entertainment industry conference All That Matters in Singapore and organizing a delegation of industry professionals and artists to attend the NH7 Weekend, the largest music festival in India. The delegation also met with industry professionals in Mumbai, the primary centre for the music industry in one of the world's fastest growing music markets.

The 248 music videos and 106 marketing initiatives resulting from BC Music Fund investment in B.C. artists are growing the digital presence of B.C. talent throughout the world, creating content to promote B.C. intellectual property (IP), building audiences for live performances and creating future revenues through sales, streaming and licensing opportunities.



The Good Brothers and The Washboard Union recording their duet in the studio the Canadian Country Music Hall of Fame Then and Now, Volume 1, a complication featuring Hall of Fame inductees in duets with top names in Canadian country music, including Ian Tyson, Michelle Wright, Brett Kissel and Jess Moskaluke. Funded through the Signature Artist program.



"Go Outside", an awardwinning music video by Careers of BC Artists recipient Blake Sexton.

BC MUSIC FUND LESSONS LEARNED AND FUTURE OPPORTUNITIES

Galvanization of the Music Industry

The creation and delivery of the BC Music Fund has played a major role in unifying stakeholders across BC's music industry. This community of formerly competitive professionals and niche companies united in lobbying for funds and have responded to new funding opportunities with speed and high demand. Industry stakeholders continued to collaborate as BC Music Fund created resources and opportunities for companies to grow in scale and scope. Funding for industry events, professional development, research and business collaborations created added incentive for stakeholders to envision and work together towards the future of BC's music industry. Stakeholders repeatedly mention that the galvanization and collaboration in BC's music industry is unprecedented and one of the biggest impacts of the BC Music Fund. Funding for the commercial music sector has initiated a new era of collaboration and innovation toward greater economic and creative success.

Insightful Metrics and Measurement

Through the implementation of the BC Music Fund, Creative BC has developed internal capacity to track, collect and measure the impact of funding investments, collecting data internally and through research projects to build a sector profile of B.C.'s music industry. Creative will continue this work, to grow understanding of this creative sector and strategically invest in order to meet the challenges and opportunities of today's music industry.

Long Term Impacts Still to Be Measured

Funded projects were completed before or by November 1, 2018, therefore the results of these projects will become evident over the upcoming years. Marketing campaigns, export activities and the development of IP and creative products supported by the BC Music Fund have launched, but the future revenues associated with these activities will grow over the next 5-10 years. Long term impact indicators to be tracked over the next 3-5 years include revenues generated by music companies and B.C. artists, and people employed by B.C. companies and B.C.'s music industry.

Building Momentum with Outreach Across the Province

The establishment of the BC Music Fund enabled a fresh consideration of the industry and deliberately inclusive approach, resulting in new pathways across organizations, functions and industry segments. Creative BC has developed relationships with stakeholders across the province, investing time, energy and resources in travel to regional centres, regional online advertising, outreach to press and online info sessions to share program information. Partnership with FPCC has created pathways to support Indigenous creators, and consultants have been hired through Amplify BC to outreach to diverse groups. Regional engagement and outreach to under-served demographics will continue to be a priority and a focus for Creative BC, and the impact of this outreach will grow over time.

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CONCLUSION

The BC Music Fund's strategic investment in B.C.'s music and sound recording industry has stimulated economic activity, employment and the creation of B.C.-owned IP. B.C.'s music industry has proven its capacity to leverage this provincial investment and compete nationally to secure federal and private matching funds, returning exponential value to the B.C. economy. The Fund also played a key role in reinvigorating the music economy, promoting B.C. as an active and thriving place of business and shining a spotlight on the Province and its musical talent, both nationally and around the globe.

B.C.'s music industry has responded to provincial support rapidly and with high demand, creating new opportunities for national and international business. The galvanization of BC's music industry has resulted in collaboration, innovation and support for the next wave of talent, mobilizing musicians and professionals toward greater economic and creative success.

Creative BC is now leveraging its experience and expertise in delivering BC Music Fund programs at rapid speed, continuing to adapt and improve funding programs to serve industry through Amplify BC. Extensive consultation with 250+ industry stakeholders has been conducted through surveys and in-person meetings, and the Advisory Committee continues to meet to provide ongoing feedback. Funding programs have been streamlined from eight programs to four, to simplify programs for applicants and administration.

Through Amplify BC, Creative will continue engaging the music industry across the province of B.C., building on partnerships with Indigenous partners and other diverse groups, and growing the business capacity of B.C. artist-entrepreneurs and music companies. Creative BC looks forward to building on the learnings and success of the BC Music Fund and Amplify BC, to further a thriving and competitive music industry in British Columbia.

A SUMMARY OF BC MUSIC FUND RESULTS

- 1. Demonstrated high program demand
- 2. Leveraged investment by industry and other funders
- 3. Stimulated economic activity and jobs
- 4. Galvanized of B.C.'s music industry
- 5. Grew the business capacity of B.C.'s music industry
- 6. Increased investment outside traditional industry pathways
- 7. Developed new Canadian and international trade
- 8. Demanded rapid delivery of programs and service
- 9. Created a ripple effect on related cultural industries
- 10. Streamlined programs launched through Amplify BC

APPENDICES

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Sound Recording program recipient Art d'Ecco.



APPENDIX 1: Communications + Outreach Activities

The following chart provides a synopsis of the communications and outreach activities conducted throughout the BC Music Fund.

Initiative	Reach
Industry Event Attendance	12 major industry conferences, plus attendance festivals and industry events
Stakeholder Meetings	60 B.Cbased organizations 20 National organizations 16 partner organizations
Launch Events	4 major launch events with Ministry representatives, press releases, live streams and social media posts
Info Sessions: Program Specific	24 info sessions, 12 in Vancouver and 12 online 530 people attended
Info Sessions: Regional	8 roundtables and info sessions in 8 communities: Victoria, Nanaimo, Kelowna, Prince George, Smithers, Merritt, Kamloops, Nelson 375 people attended
E-Newsletter: BCMF specific	31 newsletters distributed, 2,167 recipients (as of March 22, 2018) with a 37% open rate
Media Coverage	149 traditional media hits discussing the BCMF from Feb 2016 to March 2018
Social Media: BC Music Fund Twitter Account	Twitter engagement between July 2016 and March 31, 2018: 2,967 engagements include: 19 quotes, 623 Retweets, 1,349 Likes, 51 Replies, 925 Link Clicks Followers: 606 (as of March 31, 2018). Social media posts were also sent out through Creative BC's social platforms.
Web Engagement	45,712 unique pageviews to <u>creativebc.com/programs/bc-music-fund</u> (as of March 31, 2018)
Online Ad Campaigns	Regional info sessions: 102,840 Program application deadlines: 50,928
Surveys	189 industry stakeholders responded to the fall 2017 BCMF survey 150 industry stakeholders responded to 2018 BCMF program evaluation surveys
Program Consultation	28 industry stakeholders participated in consultations to assess BCMF programs 124 industry stakeholders participated in consultations to review Amplify BC program guidelines

The Western Front received support through the Innovation program for Telepresence, a virtual reality experience by Kiran Bhumber and Nancy Lee featuring JP Carter.



APPENDIX 2: BC Music Fund Impacts by Program

ARTIST DEVELOPMENT				
BCMF Impact Areas	Economic Impact	Out-of-Province Investment	Creative Product	Diversity
Sound Recording Priorities	Attract Canadian and International business to B.C. recording studios	Attract Canadian and International business to B.C. recording studios	Support the creation of B.C. sound recordings ready to be taken to market	Support a diverse range of recording artists at all levels to generate business for B.C. recording studios
Careers of BC Artists Priorities	Increase and sustain economic activity and earning potential for B.C. artists	Develop audiences for B.C. artists in local and export markets	Create marketing, video, and promotional assets for B.C. artists	Support a diverse range of B.C. artists, with broad regional and cultural representation
Signature Artist Program Priorities	Create economic impact for the provincial economy Stimulate the creation and retention of jobs within B.C.'s music industry	Attract direct investment in B.C.'s music industry	[While not a stated program priority, there was impact in this area.]	Support a diverse range of artists and music industry professionals
IMPACTS 403 projects funded to support BC artists and attract business to BC recording studios	\$4M paid to studios B.C. + recording professionals \$802,520 to B.C. session musicians 6,126 studio days 69 B.C. recording studios supported 403 artist projects supported \$36M in estimated future earnings	12 out-of-province artists recorded in B.C. 26% of artist recipients received other grant funding towards their project B.C. artists received over \$900k in funding from an out of province label, investor, or funder \$1.8M to 106 marketing initiatives building audiences for B.C. artists	B.C. IP supported: 2,535 songs including 200 full length albums, 71 EPs 258 music videos \$4 M to recording \$907,000 to video production	5 B.C. regions represented Funded artists involved: 68% women; 9% Indigenous; 29% visible minorities; 6% persons with disabilities 20 different genres supported 17 labels supported and 256 artistentrepreneurs

SUCCESS STORIES

- Mother Mother topped Alternative Rock Charts with "The Drugs" in February 2017.
- The Sound Recording program supported Victoria based artist Art d'Ecco to create his third full length album Trespasser
 produced by Jason Corbett at Jacknife Sound and Raincity Recorders. The artist was later signed to Paper Bag Records
 for the album's release.
- Rossland's <u>Sexton Blake</u> supported video for "Go Outside" won best music video at the Kootenay Music Awards. (Funded music video released to date are available to stream on a Creative BC YouTube playlist here.)
- Quinn Bachand leveraged funding from Canada Council for the creation and promotion of his album Blue Verdun. His
 radio and publicity campaigns from his Careers of BC Artist project coincided with a Canada Council funded national tour.
- Jump Attack Records completed 29 sound recording projects with artists newly signed to their label, with the total final
 project budgets exceeding \$300,000.00.

	LIV	E MUSIC		
BCMF Goals	Economic Impact + Out-of-Province Investment	Investment in B.C. Talent	Innovation, Capacity + Sustainability	Diversity
Live Music Priorities	Expand music tourism by increasing the number of live music events for B.C. audiences and out-of-province visitors	Increase economic activity and jobs for B.C. musicians and music industry professionals	Stimulate innovation, growth and capacity within B.C.'s live music sector	Foster diversity through projects by supporting broad regional and cultural engagement
IMPACTS 69 projects funded to support increased live music presentation and business development for live music presenters	560,779 total event attendees 57,887 attendees from outside of BC 1,496 people employed as part of the projects 2,875 additional third-party contractors hired 159,686 labour hours \$4.5M spent on labour in BC \$11.7M in estimated future earnings	3,070 new live performances 2,679 B.C. artists showcased \$1.8M in B.C. artist fees 7 projects invested in staffing additions	374 training opportunities with 3,025 participants 15 projects invested in major capital purchases including new sound systems & lighting, while 9 projects completed venue renovations or improvements 4 companies completed projects that directly impacted their capacity, such as research studies, surveys, and marketing initiatives	3,070 performances including: 1,629 women, 1,217 visible minorities, and 549 Indigenous artists presented

- The 'Q'emcin 2 Rivers Remix in Lytton was a free, 2-day festival featuring all-Indigenous programming. Creative BC's funding enabled the festival to leverage other funding sources so they could book additional Indigenous artists from B.C., hire professional festival sound suppliers, expand their school workshop series, and hire a part-time publicist.
- Trail & District Arts Council invested in a new sound system for the Charles Bailey Theatre in Trail. Four staff members
 received professional training on the new equipment, leading to considerable growth in capacity. With staff now well trained,
 the venue can maintain their own equipment and reduce operational costs, making their venue more affordable to rent and
 use, and immediately more sustainable.

The Live Music program funded a significant expansion for the Nanaimo International Jazz Festival, including a workshop at Vancouver Island University.



MUSIC COMPANY DEVELOPMENT				
BCMF Goals	Economic Impact	Growth and Capacity	Innovation & Creative Product	Diversity
Music Company Development Priorities	Increase economic activity and jobs for B.C.'s music industry	Stimulate growth and capacity within B.C.'s music companies	Support projects that explore innovative business models and practices	Support a diverse range of music companies, with broad regional and cultural representation
Innovation Priorities	[While not a stated program priority, there was impact in this area]	[While not a stated program priority, there was impact in this area]	Create opportunities for innovation, growth and experimentation in B.C.'s music industry Support projects that explore cross-sector collaboration Leverage technology in new ways	Foster diversity through projects by supporting broad regional and cultural engagement
IMPACTS 46 projects funded to support innovative projects and business development for music companies	79 new hires 602 people employed as part of the projects 73,494 labour hours \$2.3M spent on labour in B.C. \$28.9 M in estimated future earnings \$140,755 of out-of-province investment	80 training opportunities 219 training participants 92% of projects increased the capacity of music companies Projects that increased clients: 67% Number new clients 1,081	New revenue streams: 43 646 new creative assets 83% of Music Co projects supported innovation within companies Innovation projects included 3 new online platforms, 2 inventions, 3 VR + augmented reality performances	9 studios supported 9 record labels and 7 management companies supported 6 music-tech companies supported 7 B.C. regions represented

- Core Music Agency hired a new full-time agent and expanded their reach by launching a new division specializing in music
 composition for gaming and interactive media. Core now boasts a more robust roster of composers and is looking to set up a
 second office in Los Angeles.
- The <u>Small Stage app</u> offers an augmented reality experience of music and dance on demand.
- Membran Labs launched a proof of concept for <u>TrebleKey</u>, a ticketing platform built on Etherium blockchain.
- Secret Study developed a new networkable operating system for people with differing abilities to control computers and music software with any accessibility device.



The Wise Hall, a Vancouver music venue, received funding through the Live Music program to upgrade the sound and lighting systems. The photo shows a live performance by Ford Pier.

INDUSTRY DEVELOPMENT				
BCMF Goals	Investment in B.C. Talent + Building Capacity	Export + Business Development	Innovation + Creative Product	Diversity
Industry Initiatives Priorities	Support projects that demonstrate a collective benefit to B.C.'s music industry Build collective capacity through knowledge transfer and skills development	Create projects and platforms that foster new business opportunities	Support projects that explore evolving and innovative business models and practices	Foster diversity through projects by supporting broad regional and cultural engagement
Research Priorities	Impacts a broad section of B.C.'s music industry Develops enhanced knowledge about B.C.'s music industry	Informs the creation of new business opportunities	Informs the development of products, services	Supports the growth and diversity of B.C.'s music industry
IMPACTS 36 projects funded to grow and develop B.C.'s music industry	 13 industry conferences/festivals 12 training and professional development events 2 facilities for performance and training 139 B.C. artists showcased 349 of training opportunities and 3,818 participants 	4 export showcases 13 industry conferences created opportunities for business development and artist showcasing 248 B2B meetings	4 online platforms Training and professional development events discussed the future of the industry and grew digital skills and knowledge	4 B.C. regions represented
IMPACTS 4 projects funded to develop knowledge	4 research studies developed knowledge for B.C.'s music industry 1,066 people from B.C. participated in research surveys and 264 in research interviews	4 studies enhanced the capacity and competitiveness of B.C. companies and supported business growth and development		Reports provided information on the diversity of B.C.'s music industry and B.C.'s talent base

- The Smithers Chamber of Commerce launched a <u>Music City Strategy</u> to inventory music activity and create recommendations to growth and strengthen the music sector in the Smithers area.
- The inaugural Vancouver International Guitar Festival was funded through the Industry Initiatives program, delivering a 2-day conference and exhibition, with demonstrations, performances and demos of the world's finest handmade stringed instruments.
 Over 1,500 luthiers, guitar players and collectors attended the event.
- The <u>Aboriginal Apprentice Production Program</u> provided training and work experience in live event production for 8 people.
- After the demise of CMJ, the national charting system for indie music, North Vancouver company Marquis Label Services stepped
 in to reinvest the business model and launch the <u>NACC Radio Chart</u>, providing stats on college and community radio play to artists
 and record labels
- <u>Current Feminist Electronic Art Symposium</u> offered workshops, panels and showcases for women and non-binary artists in Vancouver and the Pacific Northwest, covering technical skills, performance techniques, safer spaces, social media, and more.
- Comox Valley Youth Music Centre delivered workshops on building careers in music to 1,000 high school students in 17 schools on the Island
- Staying In Tune: A Study of the Music Industry Labour Market in British Columbia was funded through the Research program.

	PARTNERSHIPS + SPECIAL PROJECTS				
BCMF Goals	Economic Impact + Out of Province Investment	Investment in B.C. Talent	Innovation, Capacity, Sustainability	Diversity	
Music BC	Delegations to 13 international markets and 11 domestic markets Travel to develop industry relationships in new markets: Seattle, Denver, India and Singapore \$468,000 invested in touring and business travel for B.C. artists and business professionals	15 "How to Series" panels and workshops with 974 participants 27 participants in the Phoenix program, developing business acumen and strategy 4 B.C. artists benefited from training with Canada's Music Incubator Touring funding for 148 artists Business travel funding for 90 industry professionals 41 B.C. artists showcased at international industry events and 96 at Canadian industry events Music BC Stages presented 48 B.C. artists at 3 US festivals and 4 B.C. events	135 people attended the Music Cities Summit, to explore policy and actions to support music in cities Lead on the Music City Strategy and Vancouver Music Ecosystem Study, providing data on the music industry in Vancouver Leadership on the Vancouver 2018 JUNO Host Committee and initiatives Fostering collaboration across the industry through partnerships on projects Supported workshops to grow capacity and innovation	Of the 544 individuals funded, 34 % were women, 3 % were people of colour, and 1 person was Indigenous 23 % of panelists/presenters were women 3 workshops and 2 artist showcases delivered in Victoria, 1 in Kelowna Of 245 grants, 189 were distributed to the Lower Mainland, 34 to Vancouver Island and Coast, 21 to regions across B.C.	
FPCC	Increased business opportunities for Indigenous industry professionals	Supported the growth and development of 21 Indigenous artists through the first B.C. Indigenous Music Retreat 8 mentorship and training projects supported the growth of skills and experience of Indigenous music professionals and recording engineers	Supported the creation of 34 new sound recordings Supported planning for the launch of a new Indigenous record label Supported the development of 4 Indigenous recording studios	Supported the growth of the Indigenous music industry Supported 25 Indigenous artists and professionals from across the Province: 15 from Vancouver, 5 from Vancouver Island and Coast, and 5 from the remaining regions of B.C. (except the Cariboo)	
JUNO Awards + Vancouver JUNO Host Committee	\$10.9 M in economic impact \$2.7 M invested from out- of-province \$1.2 M in B.C. labour 1005 B.C. jobs \$3.6 M indirect wages and salaries \$22,000 to B.C. artists	90 live music events showcasing 40 B.C. artists Let's Hear It Live! and Experience Music Program showcasing additional B.C. artists		28 live music events across the Province, of a wide range of genres JUNO tour in Kelowna and Victoria	

Music BC:

- Peach Pit signs to Columbia Records, CAA worldwide and Watchdog Management.
- First province/Music Industry Association to export artists and business delegates on a trade mission to India for performances and meetings. Monstercat partners w/ SAAVN as a result.
- Market development in Seattle/Portland + Vancouver Music Strategy helped form a Cascadia Music working group w/ Vancouver, Seattle, Portland, Idaho, Alaska.
- Two years of B.C. artists (8 bands, DJs) being presented at Bumbershoot.

First Peoples' Cultural Council:

- Caley Watts, an Indigenous recording studio owner in Bella Coola, had visitors from the New York Times, Vancouver Sun and National Geographic, to see her newly enhanced recording studio.
- Dale Cutler, an Indigenous recording studio owner in Moricetown, has secured work with Mob Bounce, Snotty Nose Rez Kids, is recording traditional drumming and singing, Elders speaking their language for language preservation and retention, and mentoring youth in his community to learn the art of being a recording engineer, all in an isolated community.
- Snotty Nose Rez Kids, who attended the Indigenous Music Retreat, was recently nominated for the 2018 Polaris Prize short list.

Note: DigiBC will report in through Amplify BC



Indigenous artist Ta'Kaiya Blaney performs at the Arts Wells festival, photo by Carla Stephenson. Arts Wells received funding to program an additional stage through the Live Music program.

APPENDIX 3: Partnerships + Special Projects

Music BC

Creative BC allocated \$1,410,000 through the BC Music Fund to support Music BC, B.C.'s music industry association, to deliver specific programs and special projects in the following areas:

- Training & Professional Development
 - 15 "How-To Series" panels and workshops ran in Vancouver, Victoria and Kelowna. 974
 participants benefited from professional development in the areas of negotiation, touring,
 songwriting, working with agents, licensing, composing for video games, stage sound,
 and more.
 - 27 B.C. industry professionals participated in the Phoenix Business Development
 Program to analyze their business models and develop business acumen and strategy.
 - 4 artists benefited from training with Canada's Music Incubator in Toronto.
 - 135 people attended the Music Cities Summit that brought experts on policy, regulation and industry development to Vancouver to discuss solutions for supporting local music economies.
- Domestic & International Trade Initiatives (see map below):
 - Music BC led delegations to 13 international events and 11 Canadian industry events.
 - 137 artists showcased at industry events and 25 industry professionals participated in business development activities.
 - Music BC developed market intelligence and developed business relationships in four new export markets: Seattle, Denver, India and Singapore.
 - Music BC stages presented 48 B.C. artists at three US festivals (Seattle and Portland) and four Vancouver festivals



- Touring & Business Travel grants for musicians and industry professionals
 - 148 touring grants for artists totaling \$354,500
 - 91 business travel grants for professionals totaling \$113,500
- Industry leadership in the following areas:
 - Music City Strategy Initiatives and the Vancouver Music Ecosystem Study
 - Vancouver 2018 JUNO Host Committee initiatives

 Outreach into new communities and topics: South Asian music industry, specific genres: country, dance/EDM, cross sector: video games, tech, film + TV, mental health

First Peoples' Cultural Council

Creative BC allocated \$310,500 through the BC Music Fund to the First Peoples' Cultural Council (FPCC) for initiatives to support the Indigenous music industry in B.C. FPCC developed the Indigenous Music Initiative (IMI), with a focus on increasing opportunities for Indigenous music industry professionals to participate in and influence B.C.'s music industry, through two new grant streams and the first Indigenous Music Retreat in B.C.

New Funding Opportunities

FPCC delivered two brand new funding opportunities:

- Emerging Indigenous Music Industry Professionals
 - Supported 4 mentorship/internship projects contributing to the professional development of Indigenous music industry professionals and artist-entrepreneurs.
 - Training was in the following areas: event planning, live music promotion, growing business acumen for an artist-entrepreneur and planning for a new Indigenous record label.
- Expanding Capacity in the Indigenous Music Recording Industry
 - Supported 4 projects to build the professional capacity of independent, Indigenouscontrolled recording studios and recording professionals.
 - Projects included mentorship and training, equipment investments, and participation in recording projects relevant to Indigenous musicians and communities.
 - Indigenous recording engineers/studios were located in Merritt, Moricetown, Bella Coola and Vancouver.

Indigenous Music Retreat

FPCC developed the first Indigenous Music Retreat offered in B.C. for Indigenous artists demonstrating a commitment to a career in music. The retreat ran from May 6–11, 2018 in Whistler, B.C., and hosted 21 Indigenous emerging and long-time career musicians and five industry mentors. All those who applied to attend the retreat were invited, and all participant costs were covered.

The purpose of the retreat was to strengthen artistic and business skills, develop music industry networks and knowledge through workshops and one-on-one sessions, and engage in discussions about the Indigenous music scene in B.C. and across Canada.

Impacts of the Indigenous Music Initiative

- Grant recipients represented communities from all regions of B.C., the broadest regional representation of all BCMF initiatives.
- All recipients said that business skills were important to their practice, and that their skill level
 improved at least one level as a result of their grant. All recording engineers have received more
 work as a result of the grant.
- All recipients acknowledged that they received either no income (80% of recipients) to 25% of
 income from their career in music, as they were a beginner in the field or worked for the benefit of
 their community (this included the recording of traditional, sacred songs not for public
 consumption).
- All recording grant recipients said they were involved for the benefit of community, the top four reasons being cultural preservation, cultural revitalization, cultural identity and kinship.

- All grant recipients talked about the lack of spaces to perform and practice.
- Approximately 90% of grant recipients said the following were needed:
 - o Micro grants that have a short turnaround time for individuals and organizations
 - Multiple year funding (renewed if objectives were met and project is completed)
 - Marketing, business skills, and music industry training
- Recipients are sharing their knowledge with others in their communities. Funding is strengthening
 music opportunities in communities especially isolated communities.
- These grants were critical for artist growth and for the growth of the Indigenous music industry.
- Recommendations for future funding: more opportunities for mentorship and professional development, need for technology and recording equipment, showcase opportunities for Indigenous artists, music recording programs on reserves, spaces to perform and practice.

JUNO AWARDS

Creative BC allocated \$1.2 million to the Canadian Academy of Recording Arts and Sciences to support the JUNO Awards happening in Vancouver in March 2018. This resulted in:

- \$10.9 million economic impact
- \$2.7 million in out-of-province investment
- \$1.2 M in direct expenditures for BC labour, employing 1005 people from BC
- \$3.6 million in wages and salaries resulting in 64 FTEs (includes indirect employment)
- 28,700 in attendance, 10% of which were out-of-province visitors
- 90 live music events showcasing 144 artists, including 40 BC artists and \$22,000 in BC artist fees

Vancouver JUNO Host Committee

Creative BC allocated \$150,000 to support three initiatives delivered by the 2018 JUNO Awards Host Committee in partnership with Music BC:

- Experience Music Program: Grants up \$1,000 were offered to those showcasing BC talent across
 the Province leading up to the JUNO Awards. 28 events were selected to shine the spotlight on
 local music scenes, representing a wide range of genres and event styles, engaging audiences all
 across the province.
- <u>JUNO Tour:</u> As an extension of JUNOFest, a JUNO nominated artist and line-up of BC artists performed in Kelowna, Victoria and Vancouver to celebrate across BC.
- <u>Let's Hear it: LIVE! Celebration Site</u>: This free, family-friendly festival site featured two days of live music representing various music scenes from across the province at the Vancouver Art Gallery.

The JUNO Host Committee organized numerous other activities, including the Music City Forum, U-19 Songwriters Circle, YVR Welcome Series, Woodwards Atrium Series and more, attracting 25,000 attendees and 114 million media impressions.

Workshops on electronic music gear and DJ skills, with priority for women, non-binary, and people of colour, at the New Forms Festival Symposium, funded through the Industry Initiatives program.



APPENDIX 4: Regional Engagement + Diversity

Regional Engagement

Creative BC travelled to 8 regional locations to grow awareness of BCMF programs, build relationships across the Province and provide information on how to apply, presenting to 375 people.

As a result, Creative BC received 104 regional applications, 10% of the applicant pool. The numbers of regional applications and successful projects can be found below:

Regions	Applications Received	Successful	Unsuccessful
Cariboo	6	3	3
Kootenay	24	10	14
Thompson - Okanagan	60	13	47
Nechako	11	7	4
North Coast	2	2	0
Northeast	1	0	1
Regional Sub-total	104	35	69
Lower Mainland - Southwest	740	444	296
Vancouver Island and Coast	185	100	85
Out of Province	51	41	10
Total	1080	620	460

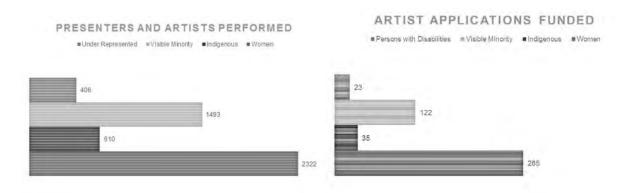
The map below shows the regional distribution of BC Music Fund recipients:



Diversity

Creative BC committed to supporting the full range of B.C.'s music industry, including activity across B.C.'s regions, the many genres and business activities within the music industry, and representation of gender, Indigenous peoples, and the many cultural communities in B.C. Diversity was a priority across all BC Music Fund programs, as outlined in the guidelines and as a category in the scoring sheets and evaluation process.

Creative BC prioritized under-represented populations throughout all programs. Creative BC funded 453 projects to support artists. The representation of women, visible minorities, Indigenous peoples and persons with disabilities involved in funded projects is shown below, as self-identified by applicants:

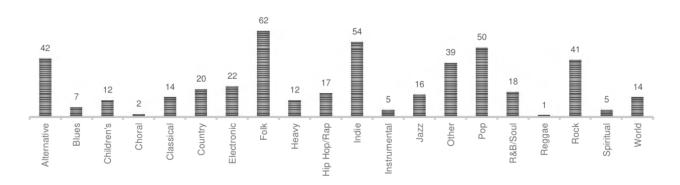


Creative BC funded performances by 3,070 artists through the Live Music program. Diversity of artists presented onstage was tracked and part of the scoring criteria. The representation of women, visible minorities, Indigenous peoples and persons with disabilities involved in funded projects is shown above, as submitted by live music presenters.

Creative BC also funded a number of Industry Initiatives projects serving different demographics and genres. The diversity of company employees and music company rosters was also tracked as part of the application process.

Genre Diversity

Creative BC aimed to fund a broad range of musical genres. The representation of genres funded through Creative BC's artist programs is shown below:



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THE BC MUSIC FUND:

from design to impact





On February 11, 2016, the Province of British Columbia announced a new \$15 million fund to grow and expand activity within B.C.'s music industry, the BC Music Fund.

direct investment in B.C.'s music industry, created jobs, promoted music tourism and helped increase the export of B.C. music. Over 1,000 applications for funding came in from across British administered over a two-year period by Creative BC (2016-2018). The BC Music Fund stimulated The first music program of its kind in B.C., the BC Music Fund was designed, launched and Columbia, a 64% oversubscription on program funds. direct investment in B.C.'s

The \$15 million BC Music Fund investment resulted in \$45 million in expenditures (ratio of 1:3 on every dollar invested) and employed 6,596 people through projects. Overall, 558 projects were supported, funding artists, companies and industry development.

Now complete, the following summary provides a look back at the BC Music Fund.

The \$15 million BC Music Fund investment resulted in \$45 million in expenditures and 6,596 jobs.

To ensure accountability and facilitate a broad range of music companies, artist-entrepreneurs and industry partners at provincial and national levels to advise on program design Advisory Committee, consisting of BC established a BC Music Fund and delivery.

apply. In addition, Creative BC worked channels for collaboration across the about funding programs and how to The BC Music Fund allowed Creative BC to deepen and further links and with the Regional Film Commissions province. Creative BC delivered 32 jurisdictions and with the Chamber locations and the Lower Mainland egional uptake on BC Music Fund of Commerce network to promote with over 900 attendees learning for outreach in their respective

of funding recipients, a key priority across all programs. Creative BC were aimed at funding a diversity

ncluding activity across B.C.'s regions, ctivities within the music industry, cultural communities in B.C. Funds gaps in the music industry, resultir in support for activities outside committed to supporting the full ere directed to projects servin he many genres and business ind representation of gender, ange of B.C.'s music industry, aditional industry pathways.

vate sector, ultimately generating a vernment in turn enabled creators nd entrepreneurs to offer attractiv with core national funding available stack investments at both levels of unding body; Canadian Heritage; rough FACTOR, the national mu vestment opportunities to the ind other sources. The ability to

Additionally, BC Music Fund

B.C.-Based Organizations

Creative BC consulted with industry stakeholders before designing the programs, these

National Organizations

Agencies, Funders and Partners



in private sector investment, supporting projects to benefit B.C.'s music industry. Every \$1 of BC Music Fund triggered \$0.28 in federal funding and \$1.84

international and domestic trade

in artist fees for live music events, with

\$1.8M

audiences of over 500,000

B.C.-related projects

performance opportunities for B.C. artists

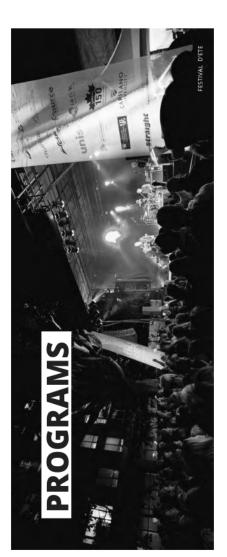
3,070

\$10M

artist marketing initiatives

106

258



funded projects 6,596

sound recording projects for B.C. artists across 21 different genres: 2,535 songs,

IMPACTS

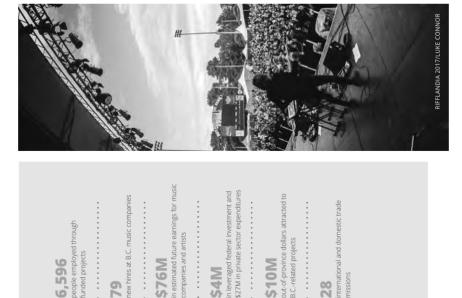
200 full length albums, 71 Eps

Within the BC Music Fund, Creative BC launched eight funding programs to support different facets of the music industry, including artists, live music, music companies, and the broader industry.

	SOUND RECORDING	286 projects funded	Funded sound recording projects at B.Cbased studios to attract domestic and international business to B.C. recording facilities.
	Careers of B.C. Artists	111 projects funded	Supported marketing initiatives and music videos to build local and international audiences for B.C. artists.
	Signature Artist	6 projects funded	Focused on the growth of B.C.'s music industry by attracting internationally renowned artists from Canada and abroad to implement large scale projects in B.C., creating jobs and economic impact.
	Live Music	69 projects funded	Supported the expansion of live music presentation and business development initiatives for B.Cbased live music events, festivals and venues.
	Music Company Development	36 projects funded	Funded business development initiatives to grow and build the capacity of B.C.'s music companies.
	Innovation	10 projects funded	Focused on the development of innovative ideas that explored cross-sector collaboration and the use of technology.
	Industry Initiatives	36 projects funded	Supported industry development projects, including export activities and artist showcases, training and professional development, and collaborative business initiatives.
Page	Research	4 projects funded	Funded research projects to increase knowledge and inform the growth, evolution and innovation of B.C.'s diverse and distinct music sector.

In addition to the above programs, the BC Music Fund provided funding to strategic industry partnerships and special projects.

B.C.'s music industry responded to the programs with high demand, demonstrating an eagerness to grow the scale and scope of their endeavors recording studios, publicists, radio promoters, and video companies. Music companies hired additional staff, and live music presenters created invested significant funding in creating new sound recordings, music videos and marketing assets to grow their audiences, creating jobs for with matching private investment. The impacts of the BC Music Fund were felt across the music industry. For example, artist-entrepreneurs more performance spots and grew their production teams.



companies and artists

\$4M

\$76M

days of recording across 69 B.C. studios and \$4M into the recording industry, attracted 12 out-of-province artists to record in B.C., including Jann Arden and

Alan Doyle

6,101

TRAINING

invested significantly in artist development and training, providing opportunities for artists to gain business skills and learn tools to grow models. Many artists struggle with the economic pressures of building a career in music. To address this need, BC Music Fund of technological change and new business The music industry is comprised of many small companies and entrepreneurs building revenue streams in a landscape their audiences.

women, 35 Indigenous, 122 visible minority and 23 persons with disabilities, as self-

identified

 453 approved artist projects involved 285 artists, companies and projects through the

BC Music Fund.

Creative BC funded a diverse range of

DIVERSITY OF RECIPIENTS

 Over 8,000 industry professionals and artist-entrepreneurs participated in 800+ training opportunities.

represented groups as self-reported by live

minorities and 406 were from under-

through the Fund: 2,322 were women, 610 were Indigenous, 1,493 were visible 3,070 performances were supported

later signed to Paper Bag Records for lason Corbett at Jacknife Sound and d'Ecco to create his third full length supported Victoria based artist Art Raincity Recorders. Art d'Ecco was album Trespasser produced by The Sound Recording program the album's release.

183



Creative BC developed partnerships with Music BC and the First Peoples' Cultural Council (FPCC) to deliver programs as part of the BC Music Fund and played a key role in building the profile of B.C. musicians and industry through funding the 2018 JUNO Awards.

for funding programs to be self-directed and shaped by Indigenous peoples, and benefit from FPCC's significant expertise and longstanding relationships with First Nations across B.C. After stakeholder consultations, FPCC developed Partnering with FPCC created the opportunity opportunities for Indigenous music industry professionals to participate in and influence new programs with a focus on increasing B.C.'s music industry, including:

Music Retreat, strengthening artistic and business skills through participated in the first Indigenous emerging and established artists workshops and mentorship.

emerging Indigenous music industry growing skills in the areas of event mentorship/internship projects, professionals benefitted from

planning, live music promotion and

recording professionals, supporting training, equipment purchases, and participation in recording projects relevant to Indigenous musicians controlled recording studios and projects developed the capacity of independent, Indigenous-

complementary initiatives to those offered The BC Music Fund enabled Creative BC through Creative BC. Music BC delivered to collaborate with Music BC to support the design and delivery of distinct and funds to support training, professional development, export and showcasing, business travel and tour support for artists, which included:

238

funding recipients for tour support and business travel

+008'

benefited from training, panels and workshops, business development artists and industry professionals programs, showcases and export expertise and business capacity activities, building audiences,

24

trade missions, international and export events

a focus on specialized topics, genres Seattle, Denver, India and Singapore and four new export markets:

The Indigenous group, Snotty Nose Rez for a 2019 JUNO Award and made the Kids, attended the FPCC Indigenous Music Retreat and were nominated 2018 Polaris Prize short list.

by Music BC helped form a Cascadia associations from Vancouver, Seattle, Music working group with industry Market development initiatives led Portland, Idaho and Alaska. 27 music company owners and leaders support from FACTOR and SFU's Beedie participated in the Phoenix Training & Professional Development program, School of Business. After two rounds business acumen and strategy with launched nationally by the Canada delivered by Music BC, developing in B.C., the Phoenix program was Music Fund.

Columbia in British The 2018 JUNOs

A highlight of the BC Music Fund's success was leveraging federal and national opportunities to draw Canada's attention to the west coast at the 2018 JUNO Awards, shining a spotlight on British Columbia and its talented artists and music

The economic impact of the JUNOS is calculated by their team at CARAS at \$10.9M, and centre at 90 live music events, garnering high visibility and made up 28% of all expenditures for B.C. labour, employing 1,005 people from B.C. A portion of the including \$2.7M in contributed out-of-province investment and \$1.2M in direct JUNO Award attendees were out-of-province visitors and B.C. artists were front

\$150,000 through the Fund to feature B.C. talent at local showcases through the province, on the JUNO tour to Victoria and Kelowna, and at the family-friendly Let's Hear It LIVE! Celebration Site at the Vancouver Art Gallery, spreading the economic The 2018 JUNO Awards Host Committee in partnership with Music BC received benefits regionally.



FUND TO AMPLIFY BC FROM THE BC MUSIC

Success Stories

the global marketplace and sets the B.C. music sector 'Amplify BC has given us a competitive advantage in up for future success in an evolving landscape."

- Rob Calder | Founder of Secret Study Projects

live music events in BC; investment in BC's Cultural Council offer additional programs Amplify BC continues to support people focusing on four program areas: career development for BC artists; support for music companies; and development of and initiatives in the areas of training, professional development, export and working in BC's diverse music industry, with Music BC and the First Peoples'

Music Fund unified stakeholders across B.C.'s music industry. This community funding opportunities with speed and high demand. Industry stakeholders opportunities for companies to grow The creation and delivery of the BC niche companies responded to new professional development, research added incentive for stakeholders to envision and work together towards and business collaborations created continued to collaborate as the BC Music Fund created resources and of competitive professionals and

Prince George Funded projects Info sessions 8 regional communities, presenting sessions online, in Vancouver and to over 900 industry stakeholders. Creative BC held 32 information

experience and expertise to improve

eetings; and the Advisory Committee

industry stakeholders was conducted

2019-20. To design the new fund, new \$7.5M Amplify BC Fund with

extensive consultation with 250+ through surveys and in-person continues to meet to provide ongoing

four in order to simplify programs for

streamlined from eight programs to

B.C.'s music industry is unprecedented

Stakeholders repeatedly mention that

the future of B.C.'s music industry.

Funding for industry events,

the galvanization and collaboration in and one of the biggest impacts of the In 2018-19, Creative BC leveraged its

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Creative BC is an independent society created and supported by the Province of BC to sustain and help grow B.C.'s creative sector (film and television, digital and interactive media, music, and magazine and book publishing industries).













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Program Analyst
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Thank you

Thank you for sharing knowledge, expertise and best practices as BC Music Fund programs were designed and delivered:

- · Music BC
- BC Arts Council
- · Ontario Creates
- FACTOR
- · Canada Music Fund
- Manitoba Film & Music
- Community Radio Fund of Canada
- Sadira Rodrigues, Consultant

Thank you to the BC Music Fund Advisory Committee:

- · Alex Cuba, Artist, Smithers, B.C.
- · Amy Terrill, EVP, Music Canada
- Asha Bhat, Executive Lead, Multiculturalism and Creative Ministry of Tourism, Arts and Culture
- · Bruce Allen, Bruce Allen Talent
- · Bryan Adams, Artist
- Catherine Runnals, President, Brandlive
- Jenna Robson & Kesi Smyth, 604 Records
- Nick Blasko, Nick Blasko & Piers Henwood Artist Management
- · Patrick Aldous, Music BC
- Prem Gill, Creative BC (Chair)
- Sarah Fenton, Watchdog Management

Thank you to the industry professionals that participated on advisory panels and assisted with the evaluation of BC Music Fund applications. Panels are chosen to represent a variety of business activities, industry backgrounds, genres and demographics, and provide expertise representing the applicant pool for each program.

- Aidyl Jago, Sound Factory
- Amanda Schweers, The Feldman Agency
- Barbara Sedun, SOCAN
- Bob Pritchard, Assistant Professor, Music Technology, UBC
- Christine Hunter, Shambhala Music Festival
- Curtis Pope, Country 107.1
- Gregory Adams, Journalist
- Jennifer Anderson, Digital Marketing Manager, Bruce Allen Talent
- Jennifer Roworth, Production Supervisor, NFB
- · Jo Beattie, The Damer Agency
- Joel Guralnick, Bron Studios

- · Melissa Mowat, Ticketmaster
- · Michael Dawson, Sask Music
- Michael P Falk, Winnipeg Jazz Festival,
- Phillip Djwa, Agentic Digital Media
- · Phyllis Stenson, Consultant
- Prevail, Kitsilano Records
- Rob Wright, The Feldman Agency
- · Robert Kerr, City of Toronto
- Ry Boelstler, BroadbandTV
- · Simon Fallick, Whitecaps FC
- Stefania Paterak, Massey Hall & Roy Thomson Hall
- Steve Pratt, Pacific Content

creativesc



AMPLIFY BC

Activity Report
April 1, 2018, to March 31, 2019

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A. Overview

On March 22, 2018, the Province of BC announced \$7.5 million in government funding for Amplify BC, the province's new music fund.

Amplify BC supports people working in BC's diverse music industry, focusing on four program areas: career development for BC artists, support for live music events in BC, support for BC's music companies, and the development of our provincial music industry. Partnerships with Music BC and the First Peoples' Cultural Council deliver additional programs and initiatives in the areas of training, professional development, export and showcasing.

The new fund was created following consultation by Creative BC with BC's music industry stakeholders. Creative BC follows best practices in grants, including robust governance, an establishment of an advisory committee, an organizational structure to support the roll-out of the fund and to run the programs, and an evaluation system to measure success and outcomes. As the administrator of the funds, Creative BC is authorized to use 15% of the \$7.5 million for administration expenses.

Between April 2018 and March 2019, Creative BC designed and launched these new funding programs to support different facets of the music industry, committing all funds by March 31, 2019. Funding recipients have until September to complete their projects and submit final reports. Creative BC will submit a final report showing the impact of the funds before November 1, 2019.

This report will give a summary of activities related to the delivery of Amplify BC funds in 2018-2019.

B. Industry Consultation

1. The Music Industry Advisory Committee: The Music Industry Advisory Committee was formed to ensure two-way communication between Creative BC and key stakeholder groups within BC's music industry. The purpose of the Advisory Committee was for stakeholder representatives to provide input to Creative BC regarding funding programs, ongoing success and challenges, administration and solutions to address issues that may arise.

The Advisory Committee is not a decision-making body nor adjudicating body, and as such, participation on the Advisory Committee did not disqualify any member from applying for and receiving funding. The Advisory Committee's role is to provide input on program development, marketing and outreach, and evaluation processes.

BCMF Advisory Committee members were asked to continue serving in this role on the Music Industry Advisory Committee, providing input on the new Amplify BC programs and acting as an ongoing link between Creative BC and BC's music industry. Creative BC also recruited four new members to the Advisory Committee to grow the diversity and regional representation of this committee.

The current Music Industry Advisory Committee members are as follows:

- Prem Gill, CEO, Creative BC (Chair)
- · Alex Cuba, Artist, Smithers, BC
- Amy Terrill, EVP, Music Canada
- Amy Schneider, Executive Director, Tourism & Creative Sectors,
- Bruce Allen, Bruce Allen Talent
- · Catherine Runnals, President, Brand Live
- Jenna Robson, 604 Records
- Kathryn Calder, Artist & Oscar Street Records
- Nick Blasko, Nick Blasko & Piers Henwood Artist Management
- Patrick Aldous, Vice President, Music BC





- Paul Hinrichs, On The Road Productions
- Sarah Fenton, Watchdog Management
- Tewanee Joseph, Tewanee Consulting Group
- Warren Dean Flandez, Artist & Studio Cloud 30

Meetings were held on April 20, 2018, June 18, 2018, November 17, 2018.

- 2. Attendance at Industry Events: Creative BC attended industry events to build relationships with music industry stakeholders, delivering presentations on Amplify BC programs and scheduling individual meetings with clients. These included:
 - First Peoples' Cultural Council Indigenous Artist Retreat in May 2018, in Squamish BC
 - Upstream Music Fest + Summit in Seattle, WA
 - Hornby School for Emerging Artists on Hornby Island, BC
 - Current Symposium in Vancouver, BC
 - · Rifflandia in September 2018, in Victoria, BC
 - Breakout West in October 2018, in Kelowna, BC
 - Northern Exposure Conference in October 2018, in Wells, BC
 - On the Road workshop presented by the BC Touring Council, Surrey, BC
- 3. Online Surveys: Creative BC created four surveys to collect feedback from applicants to former BCMF programs, assessing the clarity of program guidelines, the effectiveness of program objectives in serving the industry, the application and reporting process, access to information and client service. 339 people participated in surveys.
- 4. Program Consultations: Industry consultations were scheduled prior to the launch of the four Amplify BC funding programs to test program guidelines with successful and unsuccessful BCMF applicants. 152 industry stakeholders participated in these consultations. Music BC was also consulted on program guidelines.

C. Amplify BC Programs

Between April 2018 and March 2019, Creative BC designed and launched four new funding programs to support different facets of the music industry. These new programs support long term, sustainable growth for BC's music industry, simplify programs and administrative processes for applicants, leverage funding by aligning with other federal and provincial grant programs, and build on the learnings, successes and galvanization of the music industry created through the first round of investment.

Descriptions of the programs are below, with hyperlinks to the program guidelines:

- <u>Career Development</u>: This program supports the economic growth and career development of emerging and established artists in BC, funding sound recordings, music videos and marketing initiatives, as well as attracting national and international business to BC recording studios.
- 2. <u>Live Music</u>: This program supports the economic growth of BC's live music sector, funding live music performances for audiences, artists and youth, supporting business development activities, and enhancing music tourism throughout BC.
- **3.** <u>Music Company Development</u>: This program supports the growth, capacity and sustainability of BC-based music companies through investing in business development activities.
- 4. <u>Music Industry Initiatives</u>: This program supports initiatives that grow and develop British Columbia's diverse music ecosystem, funding projects that support training, skills development, export activities, business development, research and a new focus on young up-and-coming talent.





D. Research + Policy Support

To support these new programs, evaluate the impact of provincial investment, and compile data on BC's music industry, Creative BC has identified opportunities for data collection and analysis. Research projects will be managed by Creative BC or in partnership with key stakeholders. Creative BC will also invest in policy research to stay current with evolving trends and issues facing BC's music industry. Ongoing work and investment in this area includes:

- 1. National Indigenous Music Impact Study: Creative BC provided \$15,000 to support study conducted by APTN examining the challenges, successes and barriers that the Indigenous music community faces and estimate the contributions and impacts the Indigenous music community has on Canada. This is the first study of its kind in Canada. Creative BC sits on the advisory committee.
- 2. Reporting Mechanisms Working Group: Creative BC sat on this working group, participating in the hiring of a researcher and delivery of a report on reporting issues and mechanisms for harassment. This working group was set up as part the Respectful Workplaces in the Arts initiative run by the Cultural Human Resources Council.
- 3. BC Music Industry Traits: Creative BC is working with BC Statistics to identify traits found across BC music companies and analyze data on BC's music industry available from Statistics Canada, Creative BC's application process and the various research reports funded through the BC Music Fund.

E. Partnerships

In addition to designing funding programs, Creative BC established partnerships with other organizations to support the delivery of specific programs and initiatives. Creative BC also supported these partnerships through cross-promotion, collaboration and shared networks. Partners will submit reports to show the impact of the investment.

- 1. Music BC: \$1.2 million was allocated to Music BC, BC's music industry association. Creative BC supports the following Music BC programs and initiatives:
 - Training and professional development through the How-To Series and other initiatives
 - Travel grants to support touring artists and business travel for industry professionals.
 - Leading BC's participation at domestic and international markets, through coordinating export missions for BC companies and showcasing opportunities for BC artists.
 - Local artist showcasing, through Music BC stages at festivals and Let's Hear It Live Micro Grants funding local music showcases across the Province.
- 2. First Peoples' Cultural Council: Creative BC allocated \$500,000 to support Indigenous artists and industry professionals through the First Peoples' Cultural Council (FPCC). FPCC is a First Nationsrun Crown Corporation with a mandate to support the revitalization of Indigenous languages, arts, culture and heritage in British Columbia.

In partnership with Creative BC, FPCC developed the Indigenous Music Initiative, with a focus on increasing opportunities for Indigenous music industry professionals to participate in, and further influence, BC's music industry through knowledge transfer, skill development and the creation of new business opportunities. The Indigenous Music Initiatives included:

Two new grant streams were created:

 a) The Emerging Indigenous Music Industry Professionals Program is intended for Indigenous music industry professionals and artist-entrepreneurs living in B.C. who have a demonstrated

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commitment to working in the music industry as administrators, agents, promoters, managers, event organizers or presenters.

b) The Expanding Capacity in the Indigenous Music Recording Industry Program is intended for emerging Indigenous recording engineers/producers and independent Indigenous recording studios who have demonstrated, active commitment to working within the B.C. music industry.

Additionally, FPCC will also be launching a large-scale Indigenous Music + Culture Festival in August to showcase Indigenous talent. This festival is intended to alternate with the Indigenous Music Retreat, developing artists and then providing an avenue to showcase to the public.

F. Funding Allocations

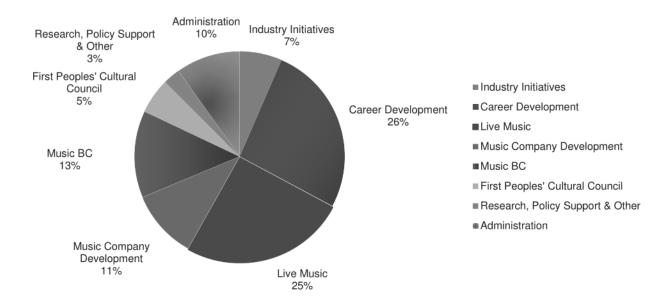
The chart below shows funding allocations by program and initiative, along with the program budget, number of recipients, and demand for funding. In addition, \$1.6 million became available as BC Music Fund projects and partnerships came in under budget within the required timeframe to complete activities. This surplus was reinvested through Amplify BC programs and partnerships, as outlined below.

Fur	nding Programs	Program Budget	Adjusted Budget with BCMF Funds	# of Apps Received	Funding Requested	# of Apps Funded	Funding Approved
1.	Career Development	\$1,800,000	\$2,250,000	672	\$8.5M	190	\$2,397,527
2.	Live Music	\$1,800,000	\$2,200,000	200	\$8M	77	\$2,310,460
3.	Music Company Development	\$900,000	\$1,050,000	78	\$2.8M	33	\$959,431
4.	Industry Initiatives	\$500,000	\$500,000	63	\$1.5M	37	\$593,854
5.	s.13; s.17						\$0
	Amplify BC Funds Returned						(\$100,078)
	BCMF Funds Owed						\$137,000
Sub	total	\$5 Million	\$6.3 Million	1,013	>\$19 Million	337	\$6,298,194
	tnerships, Special Projec ninistration	ots +					
1.	Music BC	\$1,200,000	\$1,220,676				\$1,220,676
2.	First Peoples' Cultural Council	\$350,000	\$500,000				\$500,000
3.	DigiBC Music Education Initiative		\$150,000				\$150,000
4.	Research + Policy Support	\$50,000	\$50,000				\$50,000
5.	Administration + Overhead	\$900,000	\$900,000				\$900,000
		\$7.5 Million	\$9.1 Million				\$9,118,870





The chart below outlines the funding allocations per program and initiative by percentage of Amplify BC. Note: This chart includes the additional \$1.6 million transferred from the BC Music Fund, for a total of \$9.1 million in disbursements. These funds became available due to BC Music Fund projects and partnerships coming in under budget within the eligible timeframe.



G. Program Delivery:

The following activities are required to deliver Amplify BC programs:

- A. Program Design: Creative BC designed new programs based on the Amplify BC priorities, outlining program goals, impact areas, and evaluation metrics. Programs were based on funding best practices and the learnings from the first round of investment. Creative BC has conducted extensive research on funding programs across Canada and developed relationships with these funding bodies to share knowledge. Creative BC held ongoing conversations to ensure that Amplify BC programs complemented other funding programs and allow BC's music industry to leverage dollars from other levels of government.
- **B.** Development of Program Materials: Creative BC developed application materials for each program. This included program guidelines, application forms, budget templates, final reports, cost templates, scoring sheets, info session presentations, tip sheets, FAQ's and other support materials to assist applicants.
- C. Client Service: Creative BC provided ongoing service to potential applicants across the province. This included delivering in-person and online info sessions for each program, and providing ongoing support through phone calls, emails and in-person meetings for those with questions about the programs and application process.
- D. Application Evaluation: After each program deadline, all applications went through a robust evaluation process. Scoring sheets were developed and tested to ensure results that meet the goals of the program. Creative BC staff reviewed all applications, followed up on incomplete applications, and completed a preliminary scoring process. Advisory panels comprised of industry professionals were recruited to participate in the evaluation process and review staff recommendations. For the



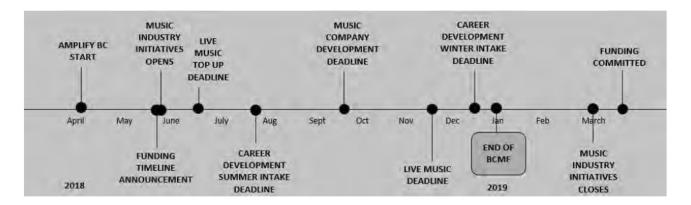


majority of programs, industry advisory panels were involved in the evaluation of applications. The Music Industry Advisory Committee was not involved in the evaluation of applications [see section B.1].

- **E. Contract Management:** Creative BC prepared funding contracts for each recipient and issued the first cheque for the advance of funds. Once final reports are submitted, Creative BC staff will evaluate the information provided, and request copies of receipts and proof of payment as required to ensure the accuracy of information. Adjustments may be made to grant amounts based on the final reports submitted. Once the final review is complete, a final cheque is issued for the remainder of funds.
- **F. Program Evaluation:** At the end of the funding cycle, Creative BC will compile the data from final reports submitted by funding recipients and evaluate the impact of investment. A final report will be prepared for the Province outlining the results of each program. Survey data will be collected from applicants to assess program design and the effective delivery of programs. An independent consultant may be engaged to assist with program evaluation and the preparation of the final report.

H. Program Delivery Timeline

The program delivery timeline occurred as follows:



I. Marketing + Communications

- 1. Public Announcements: Creative BC worked in collaboration with GCPE and industry partners to announce Amplify BC programs and funding recipients. The format of announcements varied to include press releases, outreach to media outlets, newsletters, social media and/or launch events. Below is a list of announcements, with hyperlinks to the press releases:
 - a) Announcement of Amplify BC on March 22, 2018:
 - Press Release: https://news.gov.bc.ca/releases/2018TAC0023-000477
 - Minister Lisa Beare makes the announcement at Creative BC's JUNO Awards Reception.
 - b) Announcement of the Career Development recipients on October 13, 2018:
 - Press Release: Music grant recipients announced at BreakOut West
 - Minister Lisa Beare makes the announcement in her speech at the Western Canadian Music Awards in Kelowna, BC.
 - c) Announcement of the Music Company Development recipients on December 20, 2018:





- Press Release: B.C.-based music companies get a boost from Amplify
- d) Announcement of the Live Music Recipients on January 25, 2019:
 - Press Release: Amplify BC shines a light on live music
 - Minister Lisa Beare makes the announcement at Little Mountain Studio A with industry stakeholders, followed by a tour of funded music projects. Speakers included Bob Wong and Tamara Stanners from the new Squamish Constellation Festival. Luca Fogale, a Career Development recipient, performed two songs. A video was also produced with footage from the tour of music projects and interviews of funding recipients.
- e) Posting of Remaining Funding Recipient Lists on March 31, 2019:
 - Lists of funding recipients for the remaining programs were posted to the Creative BC website by March 31, 2019. The existing lists were updated to include wait-listed applicants that had received funding since the lists were originally posted.
- 2. Creative BC website: Creative BC has a dedicated website page to provide detailed information on Amplify BC funding programs, which will include program information, guidelines, links to application forms, support materials, logo use requirements, and program openings and deadlines. In addition, the website, news and calendar will promote in-person and online info sessions, highlight success stories of funding recipients, profile music industry events supported by Creative BC.

This year, Amplify BC's program section of the website received 31,729 unique pageviews. These visitors included:

- 30,009 pageviews from Canada
- 1,084 pageviews from the US
- 120 pageviews from the UK
- 56 pageviews from India
- 49 pageviews from Sweden

By city, the top five users included:

- 144,435 users from Vancouver
- 23,044 users from Burnaby
- 20,316 users from Surrey
- 14,541 users from Victoria
- 11,761 users from Toronto
- 3. BCMF Newsletter: Creative BC uses the Music Industry Newsletter as the main communication vehicle for program launches, deadlines, and all other news regarding Amplify BC funding programs. Newsletters also share information on industry events, Music BC programs and deadlines and profile funding recipients. The first newsletter announcing Amplify BC was sent to 2,970 recipients on March 22, 2018. A total of 20 newsletters were published, averaging 1-2 per month. Currently, 3,592 stakeholders are subscribed to Creative BC's music industry newsletter, with an average open rate of 38% showing high engagement.
- 4. Social Media: Amplify BC content was actively promoted and engaged on both Twitter and Facebook, sharing information about the new funding programs in addition to industry news and highlights. Content included program announcements, regional information sessions, application deadlines, media mentions, and success stories from funding recipients. The Amplify BC Twitter was the main channel of promotion for music sector information, with key announcements featured on the Creative BC Twitter and Facebook channels. Creative BC's new youtube channel shared music videos by funding recipients.





The BC Music Fund twitter was rebranded as Amplify BC, to retain the existing 653 followers. Over the course of 2018-19, this twitter account reached 845 new followers, with 225,000 total impressions, and 1,938 engagements through likes, re-tweets, replies, and clicked links.

- 5. Traditional Media/PR: Creative BC has worked with GCPE to maximize the reach of Amplify BC and its programs, contacting local and regional media to promote program launches, funding announcements and regional info sessions. In 2018/19, Amplify BC and its programs garnered 153 hits through national news, local TV, radio, print and online outlets. A summary of Amplify BC media coverage is outlined in Appendix C.
- 6. Online Advertising Campaigns: In addition to the traditional media outreach, Creative BC utilized social media advertising to promote information sessions in regional centres and at festivals such as Breakout West in Kelowna and Rifflandia in Victoria. These ads reached: 17,357 users, with 636 post engagements and 57 event responses.
- 7. Industry Partners: Creative BC worked closely with other industry and service organizations to share news about funding programs and deadlines through their newsletters and social media channels. Partners include Music BC, First Peoples' Cultural Council, Music Canada Live, FYI Music News, BC Touring Council, Vancouver Musicians' Union and others.

J. Outreach

- 1. Program Info Sessions: Info sessions were held for every program, with in-person sessions in Vancouver and online sessions to ensure regional access to information. Approximately 831 people attended 46 info sessions for Amplify BC programs. The previous year, Creative BC delivered 24 info sessions promoting BC Music Fund programs to 530 people, an increase of 57% within a shorter timeframe.
 - 15 in-person info sessions were delivered to 597 people
 - 31 online info sessions were delivered to 259 people

Program	Type of Info Session	# of Info Sessions Delivered	Estimated Attendance
Career Development	In-Person	7	198
	Online	7	107
Live Music	In-Person	3	61
	Online	4	74
Music Company Development	In-Person	3	44
	Online	3	45
Industry Initiatives	In-Person	2	4
	Online	2	22
Total Attendance		46	831

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2. Regional Outreach: Regional outreach continues to be a significant priority in delivering Amplify BC programs. Creative BC travelled to six regions and two locations in the lower mainland to promote Amplify BC programs and build relationships with industry stakeholders across the province. In each community, Creative BC scheduled roundtable discussions to learn about regional needs and priorities, and public info sessions to provide information on Amplify BC programs and how to apply.

Info sessions were intended for BC artists and industry professionals, not-for-profit organizations, music companies, BC-based festivals, venues, event producers and presenters. Outreach partners included Music BC, the BC Touring Council and regional economic development agencies. Research was conducted to assemble a list of leaders and industry stakeholders in each community and invite them to attend.

Info sessions were promoted through BCMF newsletters, outreach partners, social media, online advertising, and direct contact with local media outlets. Approximately **290 people** attended **14 info sessions** in **8 communities across BC**. During the BCMF, Creative BC delivered 8 info sessions in 6 communities across BC, presenting to 375 people.

Location	# of Info Sessions	Estimated Attendance
Regional Locations		
Prince George	2	46
Victoria	4	87
Kelowna	3	59
Wells	1	25
Nanaimo	1	34
Sechelt	1	13
Lower Mainland		
Surrey	1	23
Fort Langley	1	3
TOTAL	14	290

4. Indigenous Outreach: Creative BC's strategic partnership with FPCC created new opportunities for Indigenous artists and industry professionals to participate in BC's music industry. Since the initiation of the funding partnership, Creative BC has continued to consult with FPCC on program design and outreach. Creative BC delivered a workshop on grant writing at the first Indigenous Music Retreat and attended three FPCC info sessions in Prince George and Victoria, presenting to 19 people (note: these numbers are included in the regional outreach totals in the chart above). FPCC's





relationships with Indigenous Nations across BC also increased the regional distribution of funds through Amplify BC funding streams.

Creative BC hired an Indigenous outreach consultant, Rob Thomson, to provide advice and assist with Indigenous outreach. Info sessions were held at the Vancouver Aboriginal Friendship Centre in Vancouver and Lelem' Arts & Cultural Café in Fort Langley, and conversations started with representatives of Musqueam and Squamish Nations.

As a result of this relationship building, Creative BC has recruited Indigenous participation in program consultations, on the Music Industry Advisory Committee, and on all advisory panels. Creative BC has also seen an increase

- 5. **Diversity Outreach:** Creative BC also dedicated resources for outreach to under-served cultural communities, hiring two consultants to engage members of these diverse communities through meetings and info sessions.
 - Nancy Lee organized four meetings and on-location visits with 30+ electronic artists, producers and presenters, with a focus on women, queer people and people of colour. Tarun Nayar was hired to build relationships with the South Asian community, and an info session was delivered in Surrey in partnership with the 5x Festival for 23 people (included in the summary of regional info sessions).
 - These outreach activities have grown awareness of Creative BC programs within these communities and improved the diversity of the applicant pool.
- 6. **Outreach to Educational Institutions:** Due to the compressed timeline of delivering Amplify BC programs, outreach was in this area was limited.





Appendix A: Regional Statistics

The BCMF was a two-year program disbursing \$15 million. Amplify BC was renewed as a one-year program but received almost the same number of applications for half the funds. Creative BC defines regional applications and applicants as those not representing the Lower Mainland - Southwest or Vancouver Island and Coast regions. The total number of regional applications received through Amplify BC (105) increased by one in comparison to the BCMF (104), an improvement considering the shorter time frame of Amplify BC. The statistics are not entirely comparable, as the BCMF data reflects a two-year period of applications.

Creative BC continued to prioritize regional applications through Amplify BC, as shown by the higher success rates for regional applicants (48%) compared to other applicants (32%) in Table 1. The difference in success rates for regional applicants between Amplify BC (48%) and the BCMF (34%), show the additional emphasis Creative BC has placed on distributing funds to the regions as programs evolved through Amplify BC, as shown in Tables 1 and 2. As a result, the percentage of recipients from the regions nearly tripled in Amplify BC (15%) compared to the BCMF (5.7%).

Table 1: Amplify BC Successful/Unsuccessful Applicants by Region

Region	Applications Received	Successful	Unsuccessful	Success Rate	% of Recipients
Cariboo	12	8	4	67%	2%
Kootenay	25	10	15	40%	3%
Nechako	6	5	1	83%	1%
North Coast	3	2	1	67%	1%
Northeast	4	2	2	50%	1%
Thompson - Okanagan	55	23	32	42%	7%
Regional Subtotal	105	50	55	48%	15%
Lower Mainland - Southwest	675	193	482	29%	57%
Vancouver Island and Coast	171	60	111	35%	18%
Out of Province	62	36	26	58%	11%
Total	1013	339	674		

Note: Two projects withdrew before signing a funding contract, so they are counted as successful although not included in the total of recipients.





Table 2: BC Music Fund Successful/Unsuccessful Applicants by Region

Regions	Applications Received	Successful	Unsuccessful	Success Rate	% of Recipients
Cariboo	6	3	3	50%	0.5%
Kootenay	24	10	14	42%	1.6%
Nechako	11	7	4	64%	1.1%
North Coast	2	2	0	100%	0.3%
Northeast	1	0	1	0%	0.0%
Thompson - Okanagan	60	13	47	22%	2.1%
Regional Sub-total	104	35	69	34%	5.7%
Lower Mainland - Southwest	735	440	296	60%	7.5%
Vancouver Island and Coast	186	100	85	54%	16.3%
Out of Province	50	40	10	80%	6.5%
Total	1075	615	460		

Note: This table differs from the chat in the BCMF Final Report in Appendix 4 on page 27 by five applications, removing the partnership agreements with Music BC, FPCC and CARAS.

Tables 3 and 4 show the funds committed to regional projects through Amplify BC and the BCMF. The percentage of funds committed to regional projects more than doubled through Amplify BC (12.6% compared to the BCMF (5.7%). However, the funds committed by region through Amplify BC and the BCMF cannot be compared directly. Through the BCMF, the location of artists funded wasn't tracked, only the location of the applicant company. In Amplify, this was corrected so funds committed by region reflects the residency of the artist.

Therefore, in Table 4 the actual funds committed to regional projects is higher than presented, and the actual funds committed to out-of-province recipients is lower than presented. For example, if an artist from Nelson was on a Vancouver record label, it would appear below as if the funds were allocated to the Lower Mainland, not the Kootenays. Likewise, for a BC artist signed to an Ontario record label, these funds would appear to be allocated to the Out-of-Province category.

Additionally, the first-come, first served intake for the Sound Recording through the BCMF favored Vancouver applicants as it took longer for regional applicants to learn about these new funding opportunities.





Table 3: Amplify BC Funds Committed by Region

Regions	Amplify BC Funds Committed	Amplify BC % of Funds Committed
Cariboo	\$75,150.44	1.2%
Kootenay	\$161,617.26	2.6%
Nechako	\$68,296.25	1.1%
North Coast	\$22,308.00	0.4%
Northeast	\$25,000.00	0.4%
Thompson - Okanagan	\$438,767.34	7.0%
		12.6%
Lower Mainland - Southwest	\$3,608,304.72	57.4%
Vancouver Island and Coast	\$1,198,647.21	19.1%
Out of Province	\$687,163.50	10.9%
Total	\$6,285,254.72	

Table 4: BCMF Funds Committed and Disbursed by Region

Regions	BCMF Funds Committed	BCMF Funds Disbursed	BCMF % of Funds Committed	BCMF % of Funds Disbursed
Cariboo	\$51,269.85	\$51,269.85	0.4%	0.5%
Kootenay	\$189,978.30	\$172,674.70	1.7%	1.8%
Nechako	\$71,337.50	\$65,551.73	0.6%	0.7%
North Coast	\$13,617.50	\$13,617.50	0.1%	0.1%
Northeast	\$0.00	\$0.00	0.0%	0.0%
Thompson - Okanagan	\$329,885.37	\$304,428.75	2.9%	3.2%
			5.7%	6.4%
Lower Mainland - Southwest	\$7,758,850.73	\$6,547,438.53	67.6%	68.8%
Vancouver Island and Coast	\$1,938,697.68	\$1,443,284.94	16.9%	15.2%
Out of Province	\$1,128,617.61	\$913,667.70	9.8%	9.6%
Total	\$11,482,254.54	\$9,511,933.70		





Appendix B: Diversity Statistics

The diversity of recipients funded through artist programs also shifted between Amplify BC and the BC Music Fund. The artist programs delivered through the BC Music Fund included Sound Recording, Careers of BC Artists and the Signature Artist program. These programs were streamlined into the Career Development program through Amplify BC. Applicants were asked to self-identify whether anyone in the group identified with the following underrepresented groups: women, Indigenous peoples, visible minorities, persons with disabilities. The data collected does not differentiate representation by the front person of a group or a supporting instrumentalist but does refer to permanent members of the group. Applicants were also invited to specify other underrepresented groups that they identified with. Responses included LGBTQ2S+, transgender, refugees, seniors, youth, and others. The data collected represents the early days in establishing a measurement framework, which will continue to evolve based on best practices as funding programs are delivered.

Comparing the statistics for Amplify compared to BCMF, the number of applications involving Indigenous peoples and persons with disabilities increased. The total number of Amplify BC applications from women and visible minorities decreased; this is not entirely comparable, however, as the BCMF data reflects a two-year period of applications. The success rate of all tracked demographics (28-46%) was higher or equal to the average (28%). The percentage of Indigenous peoples among recipients increased from 8% to 12%.

There is not a direct comparison between the success rates of Amplify BC and the BCMF, as 70% of BCMF projects were funded through the first come, first served Sound Recording program, and all Sound Recording applicants received funding (a 100% success rate).

AMPLIFY BC 18/19 – Diversity of Applicants/Recipients

Region	Applications Received	Successful	Unsuccessful	Success Rate	% of Recipients
Women	326	102	224	31%	54%
Visible Minority	143	47	96	33%	15%
Indigenous	63	29	34	46%	12%
Persons with Disabilities	32	9	23	28%	5%
Total	672	190	482	28%	

BCMF – Diversity of Applicants/Recipients

Region	Application Received	Successful	Unsuccessful	Success Rate	% of Recipients
Women	384	284	100	74%	63%
Visible Minority	166	121	45	73%	27%
Indigenous	48	35	13	73%	8%
Persons with Disabilities	23	23	0	100%	5%
Total	631	453	178	72%	

^{*} Diversity stats are self-reported. All stats match the information provided by the applicant.





Appendix C: Media Coverage

The following chart details Amplify BC media coverage between December 2018 to March 2019.

RADIO OUTLET	DATE	TITLE	HOST/REPORTER	SYNDICATION
Vancouver is	March 26,	V.I.A. Podcast Ep 16: Sarah Common, Hives		
Awesome Podcast	2018	for Humanity	Lindsay William-Ross	
		Northern music projects among 28		
		supported by new government grant		
CNFR	Dec 20, 2018	program	Staff	
TV OUTLET	DATE	TITLE	HOST/REPORTER	SYNDICATION
		Music to the ears: Province invests \$2.2M in		
CTV News	Jan 25, 2019	over 70 live acts, festivals and concerts	Spencer Harwood	
ONLINE OUTLET	DATE	TITLE	HOST/REPORTER	SYNDICATION
Vancouver is	March 22,	Amplify BC: \$7.5M government fund gives		
Awesome	2018	music industry major back-up	Lindsay William-Ross	
Business in	March 22,	B.C. re-tunes music industry with one-year,		
Vancouver	2018	<u>\$7.5m fund</u>	Tyler Orton	
Canadian	March 23,	B.C. Government Announces \$7.5 Million for		
Musician	2018	New Provincial Music Fund	n/a	
	March 23,	Why this has been a monumental week for		
Daily Hive	2018	Vancouver's music industry	n/a	
	March 23,			
Vancouver Sun	2018	B.C. arts, music get a big boost	Aleesha Harris	3
		Music Canada Live's Erin Benjamin Pushes		
		for Greater Support for Concert Industry at		
		Canadian Music Week		
Billboard	May 14, 2018		Karen Bliss	3
		Funds announced to help B.C.'s creative		
		industry		
BC Local News	May 26, 2018		Matthew Abrey	3
		Festival set to 'BreakOut'		
Castanet	June 18, 2019		Madison Erhardt	2
Castanet	Julie 10, 2015	Info being shared on accessing music money	Wadison Emarat	2
		into being shared on accessing music money		
Prince George	June 18, 2018			
Citizen			Frank Peebles	
		BreakOut West announces performers for		
		Kelowna festival		
Vernon Info News	June 18, 2018		n/a	
		5 Events To Know About This Week: July 2 to		
		July 8		
Douglas Magazine	June 30, 2018		Staff	





		Amplify BC Turns Up the Support for Our		
		Music Communities		
Beatroute	July 20, 2018		Carlos Oen	
		More than \$800,000 given to B.C. artists at		
		BreakOut West		
BC Local News	Oct 13, 2018		Staff	69
		Grant money for artists		
	0 . 40 .0040			
Castanet	Oct 13, 2018		Nicholas Johansen	
Kelowna Daily			Wicholas Johansen	
Courier	Oct 14, 2018	BreakOut West music festival a hit	Staff	
		Music Canada Touts 'Another Year of		
		Unprecedented Growth' at Playback 2018		
		Kickoff		
Billboard	Oct 17, 2018		Karen Bliss	3
Business in		Province drums up \$900K for B.C. music		
Vancouver	Dec 20, 2018	<u>ventures</u>	Tyler Orton	
		APTN is conducting Canada's first Indigenous		
Toronto Now	Jan 22, 2019	Music Impact Study	Marianna Lozowska	
		CIMA Maps Its 2019 Agenda For Music		
Fyi Music News	Jan 23, 2019	Reforms & Protections	Staff	
T yr iviusic ivews	Jan 23, 2013	A Fond Farewell To Music Biz Superstar Amy	Stail	
		Terrill		
Fyi Music News	Jan 24, 2019	15	Staff	2
		B.C. government hands out live music grants		
Vancouver	Jan 25, 2019			
Courier			Jessica Kerr	6
		Squamish Constellation Festival receives a		
Dishara and Nassa	Jan 25, 2019	provincial grant of \$125,000	C+-ft	4
Richmond News			Staff	4
Vancouver Sun	Jan 28, 2019	Squamish gets a new summer music festival	Stuart Derdeyn	22
BC Local News	Jan 29, 2019	Fort Langley jazz fest receives funding	Staff	4
BC Business				
Magazine	Jan 31, 2019	B.C. music biz keeps hitting high notes	Juan Rivera	2
		JFL NorthWest announces new free Pop-Up		
		Party as well as Block Party		
Georgia Straight	Feb 12, 2019		Janet Smith	
Vancouver is		Drop the needle, vinyl record pressing		
Awesome	Feb 19, 2019	returns to Vancouver	Grant Lawrence	
BC Local News	Feb 20, 2019	Fort jazz fest on the search for young talent	Miranda Fatur	4
Business in	March 19,			
Vancouver	2019	Sea-to-Sky corridor music festival – Take 3	Hayley Woodin	3





Business in	March 27,	City's music strategist hoping to hit economic high notes		
Vancouver	2019		Tyler Orton	2





Appendix D: Funding Recipients

AMPLIFY BC

Career Development 2018-19 BC Artists Summer Intake 78 Projects Funded

ARTIST	COMPANY	FUNDING COMMITTED
Adera	Adera	\$3,047.50
Alex Maher	Alex Maher Music	\$8,587.50
Alpha Yaya Diallo	Bafings Productions	\$26,395.00
Beamer Wigley	Beamer Wigley Music Inc.	\$5,897.00
Calpurnia	Royal Mountain Records	\$28,575.00
Carsen Gray	Flight Academy Music Corp.	\$5,700.00
Chelsea Amber	Chelsea Amber Music	\$8,810.50
Clay Ravens	Clay Ravens	\$6,850.00
Conro	Monstercat	\$20,000.00
Curtis Clear Sky and the Constellationz	Dignified Records	\$8,000.00
daysormay	Amistad Music Corp.	\$10,000.00
Dear Rouge	Dear Rouge	\$14,274.62
Dirty Mountain	Dirty Mountain	\$10,000.00
Dirty Radio	604 Records	\$11,349.85
Dustin Bentall	Fish On Music	\$10,000.00
Emily Chambers	Emily Chambers Productions	\$8,010.00
Fox Glove	Fox Glove	\$9,110.00
Francis Arevalo	Francis Arevalo	\$7,970.00
Gagandeep Singh	Naad Productions Ltd	\$19,525.00
Gentle Mind	Various Cams Music	\$2,925.00
Ginalina	Ginalina Music	\$16,000.00
Harpdog Brown	Dog House Records	\$35,000.00
Heather Pawsey	Astrolabe Musik Theatre	\$35,000.00
Hey Ocean!	Hey Ocean!	\$22,350.00
Hillside Outlaws	Hillside Outlaws	\$10,000.00
Hotel Mira	Light Organ Records	\$10,000.00
Illvis Freshly	Illvis Freshly	\$7,900.00
IMUR	I M U R Music	\$8,335.00
Jackson Hollow	Shyndig Music	\$10,000.00
Jenny Banai	Jenny Banai	\$8,000.00
Jon Bryant	Nettwerk Music Group Inc.	\$6,059.18
Katherine Penfold	Nettwerk Music Group Inc.	\$10,000.00
Khari Wendell McClelland	Fearless Melodies Music Company	\$24,550.00

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Kirsten Ludwig	Oscar St. Records	\$1,680.00
Krystle Dos Santos	Krystle Dos Santos Music	\$35,000.00
Leisure Club	Leisure Club Group	\$4,000.00
Lightning Dust	Lightning Dust Music	\$10,000.00
Lindsay May	Lindsay May Music	\$6,000.00
Little Destroyer	Strange Future Music Co.	\$10,000.00
Luca Fogale	Fogale Music	\$10,000.00
Massive Scar Era	MAU PRODUCTIONS	\$2,650.00
Maya Rae	Fuschia Monkey Inc.	\$4,625.00
Mazacote	TrebleFive Music	\$5,950.00
Me and Mae	Me and Mae Productions	\$9,250.00
Melody Diachun	Third Beach Records	\$5,209.76
Michael Kaeshammer	Michael Kaeshammer	\$25,590.00
Mob Bounce	Revolutions Per Minute (RPM)	\$5,000.00
Mohamed Assani	Mohamed Assani	\$16,922.00
Mother Mother	Universal Music Canada	\$31,412.50
Neck of the Woods	Neck of the Woods	\$5,256.00
Norine Braun	Braun and Brains Music	\$6,400.00
Ocie Elliott	Ocie Elliott	\$10,000.00
Old Man Canyon	Jett Pace Music Inc.	\$26,658.00
Ora Cogan	Ora Cogan Music	\$6,715.00
Peach Pit	Daddy & Sons Music	\$10,381.70
Rachelle van Zanten	Rachelle van Zanten	\$8,300.00
Rae Spoon	Rae Spoon Productions Inc.	\$13,854.50
Rare Americans	1125297 B.C. LTD	\$10,000.00
Saint Soldier	Saint Soldier Music	\$10,000.00
Sarah Jickling and her Good Bad Luck	Sarah Jickling Music	\$7,115.00
Scrap Arts Music	Scrap Arts Music	\$35,000.00
Shawn Austin	Steelhead Music	\$10,000.00
Shawn Hook	Kreative Soul Entertainment Inc	\$15,000.00
Snotty Nose Rez Kids (SNRK)	Revolution Per Minute (RPM)	\$7,500.00
Sore Points	Sore Points	\$2,000.00
The Broken Islands	TBI Music Ltd.	\$10,000.00
The Sojourners	Sojourners Music 2013	\$15,207.00
The Statistics	The Statistics	\$10,000.00
The Tubuloids	The Tubuloids	\$3,312.00
The Vicious Cycles MC	The Vicious Cycles Motorcycle Club	\$10,000.00
Titus Calderbank	TITUS MUSIC	\$10,000.00
Vials	E Major Entertainment	\$10,000.00
Wanting	Wanting Music Inc	\$25,000.00
Wayne Lavallee	Red Diva Projects	\$15,000.00
West My Friend	West My Friend	\$10,000.00





White Lung	White Lung Enterprises	\$33,700.00
Will Clements	Two Gents of New West	\$5,085.36
Zaac Pick	Zaac Pick Music	\$10,000.00

Actuals may vary based on the actual costs incurred by funding recipients.

AMPLIFY BC

Career Development 2018-19 BC Artists Winter Intake 91 Projects Funded

ARTIST	COMPANY	FUNDING COMMITTED
Actors	Actors Music	\$6,737.50
Adam Winn	Adam Winn Music	\$10,000.00
Adrian Chalifour	Towers and Trees	\$10,000.00
Alex Cuba	Caracol Records	\$13,525.00
Andrea Superstein	Andrea Superstein	\$1,587.50
Antonio Larosa	Larosa Productions	\$10,000.00
Astrocolor	Entertainment One Music Canada	\$10,000.00
Betty and The Kid	Betty and The Kid	\$5,292.00
Biawanna	Biawanna	\$1,210.00
Blessed	Pirates Blend Record	\$9,250.00
Blue Moon Marquee	Blue Moon Marquee	\$26,785.00
Britt A.M.	Good Egg Records	\$2,629.63
Bruce Coughlan	Bruce Coughlan	\$5,400.00
Chris Buck Band	Chris Buck Band	\$4,025.00
Chris Kelly & Nicole Gibson	Chris Kelly & Nicole Gibson	\$7,600.00
Company B Jazz Band	Company B Jazz Band	\$7,500.00
Crack Cloud	Crack Cloud Media Collective	\$10,000.00
Dalannah Gail Bowen	Quest Publishing Ltd.	\$22,745.00
dangertree	Dangertree Music	\$3,242.50
Dan Mangan	Arts & Crafts	\$17,950.00
Dead Ghosts	Dead Ghosts	\$9,055.00
Dead Soft	Arts & Crafts	\$9,000.00
Desirée Dawson	Desirée Dawson Music	\$10,000.00
Destineak	Destineak Music	\$10,000.00
Devin Townsend	HevyDevy Records Inc.	\$15,250.00
DJ Khanvict	Vinyl Ventures	\$20,500.00
Edie Daponte	Edie Daponte Music	\$10,000.00
Elisa Thorn's HUE	Elisa Thorn Music	\$6,125.00

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Evil Ebenezer & JYAY	JYAY Music	\$23,000.00
Farnaz Ohadi	Farnaz Ohadi	\$10,000.00
Felix Cartal	Physical Presents	\$14,200.00
Fever Feel	Fever Feel	\$6,375.56
FRASE	FRASE	\$8,224.50
Frazey Ford	Arts & Crafts	\$20,000.00
Freak Heat Waves	Telephone Explosion Records	\$5,545.00
Haley Blais	Haley Blais Music	\$10,000.00
High Love	High Love	\$10,000.00
Hunting	Pinkpill Publishing	\$10,000.00
Japandroids	Arts & Crafts	\$19,117.50
Jock Tears	Inky Records	\$4,165.00
Jody Glenham	Summer Witch Music	\$10,000.00
Jody Peck	Miss Quincy Music	\$7,800.00
Jordan Klassen	Jordan Klassen	\$30,000.00
Kristin Carter	Kristin Carter Music	\$8,875.00
Land Line	Sorry Edith	\$6,187.50
Liv Wade	Liv Wade Co.	\$6,475.00
Louise Burns	Light Organ Records	\$18,362.50
Loving	Loving Band	\$22,375.00
Ludic	Ludic Official	\$10,000.00
Madison Olds	Madison Olds Music	\$10,000.00
Manila Gray	Manila Gray	\$2,000.00
Marianas Trench	604 Records	\$20,000.00
Mark Perry	Mark Perry DBA Northern Sky Records	\$3,771.25
Mathew V	604 Records	\$9,750.00
Minimal Violence	Ninja Tune Limited	\$8,000.00
Ms.PANIK	Panik Music Media	\$10,000.00
Murge	Murge Music	\$7,288.00
Nat Jay	Scratch Spin Music	\$10,000.00
Neela	Neela	\$9,900.00
Niki Kennedy	Niki Kennedy Music	\$8,479.78
Norine Braun	Braun and Brains Music	\$5,000.00
Potatohead People	The Nick Wiz Biz	\$16,850.00
Raincity Blue	Raincity Blue	\$10,000.00
Rollin' Trainwreck	MyTone Records	\$10,000.00
Sam Lynch	Sam Lynch	\$10,000.00
Sandy Scofield	Mahigan Research & Development Inc.	\$10,000.00
Shari Ulrich	Shari Ulrich	\$18,224.10
Shred Kelly	Shred Kelly	\$17,525.00
Shuyler Jansen	Big White Cloud Records	\$17,662.50
Sirreal (Matt Dunae)	Lit Evolution Presentations	\$8,616.00





Somna	Sound Language Music	\$6,645.00
Sophia Danai	Sophia Danai Music	\$10,000.00
Spell	Pop Era Records	\$4,800.00
Steve Kroeger	Steve Kroeger Music	\$4,000.00
Strange Breed	Strange Breed Music	\$5,000.00
T. Nile	Outskirts Central Music	\$15,147.50
Tegan & Sara	Warner Bros Records	\$35,000.00
The Carbons	The Carbons	\$8,316.48
The Kerplunks	The Kerplunks	\$17,852.50
The Kwerks	The Kwerks	\$5,000.00
The Librarian	Amelia Recordings Inc.	\$8,975.00
The Long War	The Long War Publishing	\$9,955.00
The Veer Union	RSE Music Services Inc.	\$15,000.00
Twin Kennedy	Twin Kennedy Entertainment	\$21,477.79
Tyler Bartfai	Tyler Bartfai	\$4,782.50
Vancouver Inter-Cultural Orchestra	Vancouver Inter-Cultural Orchestra	\$30,750.00
Warren Dean Flandez	Studio Cloud 30	\$20,000.00
Wes Mack	Wes Mack Music Inc.	\$23,000.00
Will's Jams	Pebble Star Productions	\$19,492.50
Willolux	Willolux Entertainment	\$6,800.00
Zach Kleisinger	Zach Kleisinger Enterprises	\$3,557.00

Actuals may vary based on the actual costs incurred by funding recipients.





AMPLIFY BC

Career Development 2018-19 Record in BC Intake 21 Projects Funded

ARTIST	COMPANY	FUNDING COMMITTED
Big Dave McLean	Black Hen Music	\$21,350.00
Carter & the Capitals	Carter And The Capitals	\$12,330.00
Coco Love Alcorn	Coco Love Alcorn	\$20,485.00
Corb Lund	Corb Lund	\$21,883.00
Danko Jones	Danko Jones Inc.	\$35,824.00
Dutch Robinson	Dutch Robinson Productions & Publishing	\$27,698.00
Dylan MacDonald	Guest Room Records	\$17,740.00
Fast Romantics	Fast Romantics	\$25,000.00
Hermitage Green	Quicksand Limited	\$23,137.50
Iskwé	Iskwé Music Inc.	\$17,525.00
Jules Schroeder	Jules Schroeder Music	\$15,655.00
Like A Motorcycle	Like A Motorcycle Music	\$22,580.00
Little Scream	Laurel Sprengelmeyer	\$14,400.00
Lowest of the Low	Lowest of the Low	\$22,500.00
Matt Patershuk	Black Hen Music	\$21,350.00
Miten	Prabhu Music Ltd.	\$30,000.00
Northern Beauties	House of Beauty Music	\$15,900.00
Nuela Charles	Nuela Charles Music Inc.	\$10,000.00
Richard Reed Parry	Laurel Sprengelmeyer	\$11,540.00
Sadie Jemmett	Sadie Jemmet	\$12,842.50
The Franklin Electric	I Tried Productions	\$24,062.50

Actuals may vary based on the actual costs incurred by funding recipients.





AMPLIFY BC

Live Music Program 2018-19 77 Projects Funded

Category A: Live Music Presentation

48 Projects Funded

COMPANY	PROJECT TITLE	FUNDING COMMITTED
2 Rivers Remix Society	'Q'emcin 2 Rivers Remix	\$10,000.00
	African Descent Festival: Live Music Concert	
African Descent Society British Columbia	Series & BC Tour	\$50,000.00
Aquila Constellation Productions Inc.	Squamish Constellation Festival	\$125,000.00
Arts Council for the South Shuswap	Music in the Bay expansion	\$6,000.00
Atlin Arts & Music Festival Society	BC Artists Showcase	\$32,800.00
Bass Coast Project Ltd.	Bass Coast Festival 2019	\$40,245.00
British Columbia Living Arts Society	Musical Theatre BC Tour	\$20,000.00
Canadian International Dragon Boat Festival Society	Concord Pacific Dragon Boat Festival	\$75,000.00
Caravan World Rhythms Society	Victoria World Music Concert Series	\$60,000.00
Coastal Jazz and Blues Society	Howe Street Stage at Downtown Jazz	\$24,000.00
Collinet Events	Public Disco Laneway Series	\$20,983.00
Copper Owl	Copper Owl Concert Series: Hidden Sounds	\$7,800.00
Create Vancouver Society	Park Show @ Vancouver Mural Festival	\$47,508.33
Crimson Coast Dance Society	Crimson Coast Annual Programming	\$28,000.00
Cushy Entertainment Ltd.	Glitter Ball	\$9,900.00
Fernwood Neighbourhood Resource Group Society	FernFest 2019	\$7,435.00
Festival and Special Events Development Society of Kelowna	Parks Alive! 2019 - BC Spotlight Series	\$10,975.00
Fisher Peak Performing Arts Society	PEAK Music Festival	\$5,000.00
Fort Langley Jazz & Arts Festival	Fort Langley Jazz & Arts Festival	\$25,000.00
Full Circle:First Nations Performance Society	Muyuntsut ta Slulum Live! (MtSLive!)	\$37,047.00
Gabriola Arts Council	Cultivate Festival 2019	\$10,139.50
Highway 19 Productions	Highway 19 concert series	\$5,000.00
Hornby Festival Society	Expansion of Hornby Festival Programming	\$7,310.00
Intersessions Vancouver	Intersessions presents: Black History Month Artist Showcase	\$6,500.00





JFLNW Comedy Ltd	Live Music at JFL NorthWest	\$60,000.00
	Live Music - Six months of Latin American	
Latincouver Cultural & Business Society	Music in BC	\$50,000.00
LDG Electrical Limited dba Five Acre Productions	The Five Acre Shaker Music Festival 2019	\$9,500.00
Live in Vancouver Entertainment Inc.	Expansion of Live Music Programming at local venues	\$7,527.00
Lotus Audio Corporation	OVERFLOW - Chipmusic concert series	\$5,600.00
Nanaimo International Jazz Festival Association	Nanaimo Jazz Festival	. ,
Nelson and District Arts Council	Nelson International Mural Festival	\$52,656.00 \$29,096.50
	iversori international ividi ai restival	\$29,090.30
Okanagan Association of Classical Music Enthusiasts	Vernon Proms Classical Music Festival	\$20,684.58
Ptarmigan Arts Society	Mosaic Festival	\$15,000.00
Revelstoke Arts Council	LUNA:Sound	\$25,000.00
	14th Annual Robson Valley Music Festival:	
Robson Valley Music Society	Programming expansion	\$14,300.00
Rockin' River Music Fest Inc.	Venue expansion project	\$75,000.00
Salt Spring Arts Council	Summer outdoor concert series	\$8,850.00
Savage Production Society	Indigenous music series	\$15,000.00
Shambhala Music Festival Ltd.	Shambhala Spotlight Series	\$7,387.00
South Burnaby Neighbourhood House Society	Burnaby Pride Street Party	\$15,000.00
Thick As Thieves Entertainment Inc.	Denim on the Diamond	\$121,413.00
Timbre Concerts Ltd.	Breakout Festival programming	\$25,000.00
Vancouver International Bhangra Celebration		
Society	5X Festival expansion	\$43,810.50
Vancouver Symphony Society	Concert at Sunset Beach	\$78,000.00
Verboden Arts Society	Verboden Festival 2019	\$5,000.00
Victoria BC Ska Society	Expansion of Victoria Ska & Reggae Festival	\$26,666.66
Vinyl Envy	Vinyl Envy Live Events	\$40,483.00
Wideglide Entertainment Ltd.	Laketown Shakedown Music Festival 2019	\$66,891.24

Category B: Business Development 21 Projects Funded





COMPANY	PROJECT TITLE	FUNDING COMMITTED
1077595 BC Ltd.	Capital Ballroom Growth	\$55,000.00
2 Rivers Remix Society	2 Rivers Remix Organizational Development	\$10,000.00
Bass Coast Project Ltd.	Increasing staff capacity at Bass Coast	\$8,712.50
BFF Investments Inc.	Tommy's Whistler venue build	\$100,000.00
Carlin Hall Community Association	Performance Stage & Control Booth upgrade	\$35,400.00
Copper Owl	Copper Owl Live Music Business Development	\$17,550.00
Koksilah Music Festival Society	Diversity, equity, and inclusion training	\$7,500.00
Latincouver Cultural & Business Society	Improve Latincouver's capacity to grow	\$50,000.00
Live in Vancouver Entertainment Inc.	Rickshaw Theatre sound system upgrade	\$21,667.00
Music on Main Society	Business development via Digital Strategy	\$21,298.00
Pacific Region International Summer Music Academy Association	Expanding our reach / audience development	\$15,000.00
Pedersen Gruppen Enterprises Inc.	Valhalla Festival expansion	\$18,000.00
Red Gate Arts Society	Red Gate Business Expansion	\$36,200.00
Renascence Arts and Sustainability Society	Creating safer spaces: Gender inclusivity and accessibility policy development and implementation	\$5,382.50
Shambhala Music Festival Ltd.	Village Stage Rebuild	\$75,000.00
SoJo2 Holdings Inc. dba Guilt & Company	Air Conditioner purchase and installation	\$36,800.00
This is Blueprint Management Inc.	FVDED in the Park business development	\$33,666.50
This Is Blueprint Management Inc.	Snowbombing Festival Manager	\$22,500.00
Timbre Concerts Ltd.	Barricade Manager position	\$16,000.00
Tractorgrease	Capacity increase and production upgrades	\$20,167.00
Victoria Multicultural Society	Victoria Event Centre upgrade project	\$100,000.00

Category C: Live Music Top-Up

8 Projects Funded





COMPANY	PROJECT TITLE	FUNDING COMMITTED
Atomique Productions Ltd.	The Picnic'er expansion	\$15,000.00
Gabriola Arts Council	Cultivate Festival expansion	\$6,925.00
	ArtsWells Festival and Northern Exposure	
Island Mountain Arts Society	Showcase 2018	\$11,175.00
MRG Concerts Ltd.	Westward Music Festival 2018	\$50,000.00
Nick Blasko Presents Ltd.	Rifflandia Festival	\$15,950.00
Permaculture Farm Festival Club	Live Music on Local Farms	\$4,308.00
The Arts Council of New Westminster	ACNW Summer Music Program	\$4,750.00
Vashaan Music Society	2018 Concert Production	\$7,000.00

Actuals may vary based on the actual costs incurred by funding recipients.





AMPLIFY BC

Music Company Development 2018-19 33 Projects Funded

APPLICANT COMPANY	PROJECT DESCRIPTION	FUNDING COMMITTED
BE GOOD MANAGEMENT	New hire and expansion	\$22,505.63
Blue Light Studio Inc.	Staffing expansion, office renovation	\$23,480.00
Capsule Studios	Capsule Studios build	\$45,000.00
Clampdown Record Pressing Inc.	Purchase and setup of record pressing equipment	\$75,000.00
Collide Entertainment Inc.	Improvements to Creativ Recording Studios	\$66,550.00
Core Music Agency Inc.	International/US expansion	\$11,755.50
CPS Mastering	Expansion of services	\$16,350.00
FUSIONpresents AMDI Ltd.	Strategic plan and updated website and marketing	\$5,000.00
Hidden Tracks Consulting	Hidden Tracks launch	\$10,000.00
Hipposonic Music Ltd.	Facility expansion by adding second studio	\$74,948.71
Hipster Bait Ltd.	A&R project	\$25,400.00
How Weird Sounds Inc.	Record Label start up	\$15,000.00
Hybridity Media Inc.	Specials Label launch	\$63,050.00
MajikBus Entertainment	MajikBus expansion	\$30,000.00
Monstercat Inc.	IRIS Project – staffing	\$50,000.00
Mosa Music	Development, publishing, and marketing of Mübric	\$35,000.00
Nettwerk Music Group Inc.	Internal Playlist Curation project	\$21,000.00
Nevado Music Inc.	Nevado Music expansion into BC	\$42,500.00
PALCO MUSIC LTD.	Video Streaming Business Unit	\$20,000.00
Pebble Star Artists	Staffing expansion	\$9,981.00
Plaid People Music Management	New marketing initiative	\$9,900.00
Secret Study Projects Inc.	Extended expression software development	\$20,000.00
Seeking Blue Records Inc	Women In Music – Mentorship Program	\$23,521.00
Song of Stars Music Development	New Vancouver location	\$10,000.00
Sound Factory Inc.	Replacement of audio production equipment	\$6,025.00
Tandemtracks Promotions	US alternative specialty radio promotions expansion	\$7,075.00
The Chamber Studio	The ABC Studio project	\$47,274.38
The Noise Floor Recording Studio	Studio growth	\$9,965.00
Tiny Kingdom Music	Company expansion	\$7,750.00
Tonic Records Inc.	Company expansion & creation of support roles	\$55,400.00
	Monarch Studios: Console expansion, acoustic	
Vertical Productions Ltd.	upgrades	\$20,000.00
Villager Events Inc.	Tickit: Integrated cashless payment system	\$65,000.00
Westwood Recordings	Label staff hiring	\$15,000.00

Actuals may vary based on the actual costs incurred by funding recipients.





AMPLIFY BC

Music Industry Initiatives 2018-19 37 Projects Funded

APPLICANT COMPANY	PROJECT DESCRIPTION	FUNDING COMMITTED
Asian-Canadian Special Events	Those Description	COMMITTED
Association	The Plan to Amplify BC in Asia	\$7,000.00
Beat Music Management	BC Music Festival Survey Project	\$56,615.08
Bez Arts Hub	Mirror Mentorship	\$8,000.00
Capsule Studios	Female Producers Lounge	\$26,800.00
Car Free Vancouver Society	Indigenizing Car Free Day	\$10,000.00
CFUR Radio Society	PG Affordable Studio Capacity	\$2,800.00
Coastal Jazz and Blues Society	BC Music Export Project	\$20,000.00
Creative Okanagan	Okanagan Live Music Industry Awareness Campaign	\$25,594.00
Daniel Ponich	Park Sound Youth Workshop	\$5,000.00
Dame Music Society	Dame Vinyl	\$7,500.00
Dawson Creek Art Gallery	Elevator Music	\$15,000.00
Dignified Records	Dignified Indigenous Music News Hub	\$7,500.00
DoBC Media	DoBC Data Research	\$47,006.43
Few Norms	Few Norms	\$3,500.00
Full Circle: First Nations Performance	Muyuntsut ta Slulum Industry Series	\$20,365.00
Girls Rock Camp Vancouver	Girls Rock Summer Camp 2019	\$9,800.00
Good Night Out Vancouver	Safer Space Intensive	\$7,175.00
Hear the Music Ministries	Levite Summit Conference	\$10,000.00
Hubbub Live	Hubbub Live	\$9,750.00
Island Mountain Arts Society	Northern Exposure at ArtsWells 2019	\$20,000.00
Island Mountain Arts Society	Northern Exposure Conference 2018	\$20,000.00
Live Acts Canada	Songwriter Workshop and Showcase Series	\$5,325.00
Manitoba Music	Breakout West Showcase at SXSW	\$10,000.00
Music Canada Live	Raising the Bar	\$42,511.00
New Forms Festival	New Forms Stakeholders and Mentorship Forum	\$25,000.00
Okanagan Indigenous Music and Arts		
Society	Okanagan Indigenous Music and Arts Society	\$12,000.00
Penmar Community Arts Society	Website for MusicLottery.ca	\$7,500.00
Pacific Region International Summer		
Music Academy	Making A Life As A Musician	\$8,487.00
Red Chamber Cultural Society	Emergence Mentorship program	\$25,000.00
Rhythm Club	Rhythm Club Music Marketing Pilot	\$2,520.81
Sound Cult Studios	Artist Development Workshops	\$7,500.00





The Hornby Festival	Hornby Island School for Emerging Artists	\$15,012.50
The Remix Project	Pilot Launch BC	\$17,500.00
Tiny Kingdom Music	Women In Music BC Events	\$12,750.00
Vancouver International Bhangra		
Celebration	5X CREATES	\$15,000.00
Vancouver International Film Festival		
Society	VIFF AMP	\$40,000.00
	Whistler Film Festival Music Showcase &	
Whistler Film Festival Society	Summit	\$8,325.00

Actuals may vary based on the actual costs incurred by funding recipients.



Prepared for: Select Finance Committee on Finance & Government Services Prepared by: Alex Grigg, Executive Director, Music BC Industry Association

In March of 2017 with support from Creative BC, Music BC was designated approximately 10% of the total BC Music Fund (\$1.4m). In August of 2018, Music BC was designated \$1.2m of the \$7.5m Amplify BC fund.

The primary allocation of the funds includes but is not limited to the following:

- Training & Professional Development
- Domestic & International Export Trade Initiatives
- Touring & Business Travel grants for musicians and industry professionals
- Local Showcasing

Based on the initial results, the return on investment has been significant by simulating jobs, with both direct and indirect economic impact. The BCMF/Amplify BC has fostered growth with many intangible benefits including training and professional development, cohesion within the private and public sectors, outreach to underserved markets and genres such as the indigenous community, the South Asian community and many others province wide. The fund has also enabled Music BC and our partners at Creative BC to expand and nurture what we already knew, that the music industry is one of the largest contributors to jobs, infrastructure and a significant contributor to the cultural fabric of British Columbia.

Why renew Amplify BC?

The initial call for funding via BCMF (now Amplify BC), was a multiyear effort led by the music industry to address the risks and challenges needed to reverse the decline of the BC music sector and to unlock its potential as a cultural and economic driver for the province. This process started in 2015 and the industry continues to be aligned more than ever within its history.

While great strides have been made and proven to provide a significant return on investment, the industry still lags behind in many areas based on the need, not a want for consistent investment in Canada's 3rd largest music market. These include but are not limited to the following:

 By renewing Amplify BC for two years at \$7.5 per year (\$15m total) it will allow the industry and our partners to plan ahead to maximize programs, leverage private and public funding, and continue momentum.



- The industry will struggle with "uncertainty" which will impact every facet of the industry including expanding jobs, programs and an overall sense of falling behind yet again to our counterparts domestically and internationally.
- Many programs and funding streams do not necessarily show instant ROI, that said it
 does not mean that the investment should stop. Education, infrastructure, policy
 changes, outreach, inclusion and making the investment provincial wide takes time.
 Knowing and understanding that the support will continue to be there is essential to the
 well-being of the industry. We are investing in people!
- The music industry is one of the few industries that does not have access to multiple streams of funding. With the BCMF and now Amplify BC, the industry has been able to leverage funding from multiple sources including private and other national and public funding bodies. Music BC alone has seen its FACTOR (Federal via the Canada Music Fund) contributions grow by the following, none of which would have been possible without the investment form the BCMF/Amplify BC:

Training & Professional Development:

Pre BCMF: \$23,750 (2015/16)
With BCMF: \$86,681 (2017/18)
Total: 113% Increase

Showcase & Export Initiatives:

Pre BCMF: \$18,000 (2015/16)
With BCMF: \$90,290 (2017/18)
Total: 133% Increase

 The private sector is also reacting to the newfound support. Music BC alone leveraged over \$60K from Ryan Beedie/SFU to support the PHOENIX Training & Professional Development Program that ran for two successful years in BC. The success of this program enticed the federal government to make this program national as a directed result of our ingenuity and investment.



- Other provincial cultural funding entities are fixed within the budget and have also seen significant increases under this government. BCAC will see an increase of grants by
 \$15m over three years as well as an additional \$3m over three years to Creative BC.
- The federal government via Heritage Canada has been active in supporting the
 Canadian music industry not just with policy changes but with investment that includes
 \$125M over five years including \$7m for Creative Export which is a key pillar of Music
 BC's services.
- BC is the 3rd largest music market in Canada with over 18,000 SOCAN songwriter members and funding should be reflected accordingly in order for us to grow and maintain our current standing as one of the top markets for music. In addition, we must put an end to the drain of people, companies and entrepreneurs leaving the province for more fertile locations such as Ontario and Europe.

By the numbers:

Creative BC Impact Report - 2015/16

- 5,800 musicians or singers and 600 conductors
- \$400M revenue to provincial economy
- 1100 artists on the roster of BC companies in 2014
- Live performances generate 39% of revenues
- 280 music business and organizations
- 120 sound recording studios

Independent Economic Impact of Live Music in BC (Music Canada Live – May 2018)

- 2017 BC's Live Music sector contributed 6,950 FTEs
- \$619.3m in labor income
- \$815.8 million in GDP to the provincial economy.



Independent Vancouver Ecology Study (Sound Diplomacy)

- Economic impact of music in Vancouver, including employment and additional revenue is over \$690m. The induced Gross Value Added of music is estimated to be \$1.5bn.
- Employment: The Vancouver music ecosystem supports a total of 14,540 jobs including 7,945 direct music jobs for musicians, venues, festivals, music publishers, music teachers, studios and sound engineers, managers, labels, music press and marketing.
- Income/Wages: Employment impact of Vancouver music industry is over \$520m annually, with the average income within the music venue industry at \$51,00 and the festival business at \$65,000
- Additional Revenue: Musicians, music festival and music venues generate over \$172m per year in additional revenue (i.e., restaurants, parking accommodations, etc.)

Music BC Industry Association by the numbers: Programs & Grants:

Travel Grants:

- 152 Travel Grants for artists Total investment \$354,000 +
- 100 Travel grants for business professionals Total investment \$113,466
- 20+ countries travelled to in 2016/17

Training & Professional Development:

• 28 "How-To Series" panels and seminars ran in Vancouver and throughout the province covering everything from songwriting to mental health initiatives.

Export Initiatives & Business Development:

- 13 International Events with artists showcases & business professionals:
 - Folk Alliance International (USA) 2018
 - o Tallinn Music Week (Estonia) 2017 + 2018
 - o Focus Wales (Wales, UK) 2017+18
 - o The Great Escape (Brighton, UK) 2017+18
 - o FIMPRO (Mexico) 2018
 - o Reeperbahn (Germany) 2017+18
 - o Australian Music Week (Australia) 2017 + 18
 - o NH7 Weekender (India) 2017 + 18
 - o New Skool Rules (Rotterdam) 2017
 - o Bumbershoot (USA) 2017+ 2018



- Upstream Music Festival (USA) 2017+2018
- o Pickathon Music Festival (USA) 2018
- o Denver Trade Mission (USA) 2017
- o All That Matters (Singapore) 2018

<u>Domestic Showcasing & Business Development:</u>

- Canadian Music Week (Toronto)
- MforMontreal (Montreal)
- Mundial (Montreal)
- BreakOut West (Kelowna)
- Halifax Pop Explosion (Halifax)
- JUNOS (Vancouver)
- SKOOKUM Festival (Vancouver)
- Monstercat Compound (Vancouver)
- Rifflandia (Victoria)
- CCMA's (Hamilton)
- Music BC Toronto Showcase

Advocacy & Other Business Development:

Music City Strategy Initiatives:

- Music BC (Alex Grigg) Co-Chair of Vancouver Music Strategy (2 years) resulted in a Music Officer position at City Hall + \$400,000 in CoV funding for music sector.
- Expanding Music City initiatives into Victoria, Kelowna, Surrey and other provincial markets.
- Established a Cascadia Music working group to expand ties with the pacific northwest. Members include Music BC, The City of Seattle, Music Portland, Idaho and Alaska.

Vancouver Music Incubator:

 Music BC has established a working group to have a 60,000 + sq. ft music incubator built in Vancouver.

The JUNO's March 2018

- Music BC financial stewardship of JUNO funding (CoV, Provincial, Federal, Private) as well as local and provincial showcasing and educational programs.
- 28,000 participated with an economic impact of \$10.9m in BC and \$9.9 in Vancouver.



New Market - Under Served & Cross Sector Development:

South Asian Community:

- Full music market study of India (one of the fastest growing music markets)
- 2 BC artists performed at NH7 festival in India (2017 & 2018)
- 2 BC artists toured India (2017 & 2018)
- Six business delegates trade mission 2017
- Ten business delegates trade mission 2018

BC Country Music Market:

- More outreach and support for emerging talent & professionals
- CCMA's lobbying for 2021 or future award show to be in BC

Dance / EDM:

Significant investment and outreach to one of BC's biggest music sectors. Working
closely with the likes of Monstercat Records and The District. Funding via BCMF to
participate at ADE (Amsterdam Dance Event) the largest Dance/EDM event in the world.

Video Games & Tech Industry:

- Collaborations with BC Tech Summit
- Collaborations with DigiBC
- Hosted multiple international and regional video game music supervisors and developers.

Film & Television:

- Partnered with VIFF (Amp) Showcase and Music Supervisors 2017/18
- Partnered with WFF Showcase & Music Supervisors
- TIFF Canadian Music Café 2016-2018

Mental Health Initiatives:

- Music BC is taking the lead on providing resources for good mental health in the music. industry. In part through PHOENIX as well as a planned panel in November 2018.
- Music BC has partnered with Unison Benevolent Fund & MusiCounts.

PROVINCE OF BRITISH COLUMBIA MINISTRY OF TOURISM, ARTS AND CULTURE

SHARED COST ARRANGEMENT

THIS SHARED COST ARRANGEMENT dated for reference the 30th day of July, 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")

OF THE FIRST PART

AND:

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

(the "Recipient")

OF THE SECOND PART

The Parties to this Agreement agree as follows:

ARTICLE 1 - DEFINITIONS

- 1.01 In addition to other words and phrased defined herein, in this Agreement, unless the context requires otherwise, the following definitions apply:
 - (a) "Agreement" means this Shared Cost Arrangement and any and all schedules attached hereto;
 - "Deliverables" means those Project deliverables, if any, set out in section 2.03 of Schedule "A";
 - (c) "Effective Date" means the effective date of this Agreement as set out in Schedule "A";
 - (d) "Extension" means any extension to or renewal of the Term of this Agreement as contemplated by and effected in accordance with section 1.02 of Schedule "A";
 - (e) "Financial Contribution" means any funds paid or payable by the Province to the Recipient under this Agreement and any allowable expenses associated with its provision of the Services, as more particularly described in Schedule "B";
 - (f) "FOIPPA" means the Freedom of Information and Protection of Privacy Act;

- (g) "Incorporated Materials" means materials already in existence at the beginning of the Term, as well as materials that are created during the Term but not paid for with any portion of the Financial Contribution, that are incorporated or embedded in the Produced Materials by or on behalf of the Recipient, including by a Subcontractor;
- (h) "Materials" means, collectively, the Produced Materials and the Province Materials;
- "Maximum Amount" means the maximum amount of the Financial Contribution payable by the Province to the Recipient under and in accordance with this Agreement, as set out in Schedule "B";
- (j) "Milestones" means those Project milestones, if any, set out in section 2.03 of Schedule "A";
- (k) "Overpayment" means any portion of the Financial Contribution, plus interest, provided by the Province to the Recipient that is: (i) not expended during the Term; (ii) expended on ineligible or disallowed expenditures pursuant to the terms of this Agreement; (iii) received by the Recipient after its eligibility for receiving the Financial Contribution has expired; (iv) paid based upon fraudulent, misleading or inaccurate information; (v) paid to the Recipient by mistake; or (vi) paid to the Recipient if the Recipient has not complied with the terms and conditions of this Agreement;
- "Participant" means any individual who participates in or receives benefit from the Project;
- (m) "Parties" means the Province and the Recipient and "Party" means either the Province or the Recipient as the context requires;
- "Personal Information" means recorded information about an identifiable individual, as defined in FOIPPA;
- (o) "Produced Materials" means any and all findings, data, working papers, policies, process documents, reports, surveys, spread sheets, evaluations, analyses, documents, data, software code, databases or other compilations of data, technology, curricula and training or other materials or records, both printed and electronic, whether complete or not, that are produced, received, compiled or otherwise acquired or provided by or on behalf of the Recipient as a direct result of this Agreement, but does not include any Incorporated Materials or Province Materials or any Personal Information contained in the Produced Materials that is required by the Recipient solely for its own administrative purposes;
- (p) "Program" means the program that is being supported and/or provided by the Province in relation to which the Financial Contribution is being made available to the Recipient, as may be set out in more detail in Schedule "A";
- (q) "Project" means any project, initiative or other activity to be provided or supported by or on behalf of the Recipient utilizing all or any portion of the Financial Contribution in accordance with this Agreement;

- (r) "Province Materials" means any materials, data, or other information or records owned by the Province and/or provided by or on behalf of the Province to the Recipient in relation to this Agreement, including those materials identified in Schedule "I" (if attached);
- (s) "Reports" means those reports, if any, identified in section 2.04 of Schedule "A" and/or any other reports reasonably requested by the Province from time to time;
- (t) "Requirements" means, collectively, all Deliverables, Reports and/or Milestones required to be provided or met, as the case may be, by the Recipient in relation to its provision of the Services;
- (u) "Services" means all of the services and other activities to be provided, and any Requirements to be met, by or on behalf of the Recipient in association with its operation, delivery, performance, provisions, administration and/or support of the Project as more particularly described in Schedule "A";
- (v) "Subcontractor" means a person described in section 14.02; and
- (w) "Term" means the duration of this Agreement as set out in Schedule "A", including any Extension(s) and subject to earlier termination in accordance with this Agreement.
- 1.02 Where appropriate in the context, the definition of "record" in the Interpretation Act is incorporated into this Agreement and "records" will bear a corresponding meaning.

ARTICLE 2 – PROVISION OF SERVICES AND PAYMENT OF FINANCIAL CONTRIBUTION

- 2.01 The Recipient must perform and provide the Services during the Term in accordance with this Agreement.
- 2.02 Subject to the provisions of this Agreement, the Province will provide the Recipient with the Financial Contribution, not exceeding the Maximum Amount, in the amount and manner and at the times set out in Schedule "B".
- 2.03 Notwithstanding any other provision of this Agreement, the payment of any funds comprising the Financial Contribution by the Province to the Recipient pursuant to this Agreement is subject to:
 - (a) there being sufficient monies available in an appropriation, as defined in the Financial Administration Act ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment;
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subsection (a) of this section; and
 - (c) the Province cancelling or materially altering the Program or reducing the appropriation or funding levels pertaining to or impacting upon the Services being provided by the Recipient.

2.04 The Recipient must:

- apply for any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement (collectively the "Refund"); and
- (b) upon receipt of the Refund, unless otherwise agreed by the Parties in writing, remit the Refund to the Province.
- 2.05 In order to be eligible to receive, use, retain or expend all or any portion of the Financial Contribution, the Recipient must be, and must remain, not in default of any of its obligations under this Agreement and must submit all required Reports and any written statements of account, in a form satisfactory to the Province, both upon completion of the Services and at any other time(s) described in this Agreement or reasonably requested by the Province.
- 2.06 The Province may withhold from any payment due to the Recipient, including any portion of the Financial Contribution, an amount sufficient to indemnify the Province against any liens or other third-party claims that may arise in connection with the provision of the Services.
- 2.07 The Province may temporarily or permanently withhold from or set-off against any payment due to the Recipient, including any portion of the Financial Contribution, an amount sufficient to offset any Overpayments.
- 2.08 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

- 3.01 The Recipient represents and warrants to the Province, with the intent that the Province will rely thereon in entering into and performing this Agreement, that:
 - (a) all information, statements, documents and Reports furnished or submitted by it to the Province in connection with this Agreement are, will be and will remain, true and correct;
 - (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement;
 - (c) it is not in breach of, or in default under, any law, statute or regulation, including those of Canada or of the Province of British Columbia, applicable to or binding on it or its operations; and
 - (d) it has the legal capacity and authority to enter into this Agreement and to carry out the transactions, provide the Services and grant any licenses contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Recipient, and this Agreement has been legally and properly executed by the Recipient and is legally binding upon and enforceable against it.
- 3.02 All statements contained in any certificate, application, proposal, Report or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement.

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

ARTICLE 4 - RELATIONSHIP

- 4.01 No partnership, joint venture, agency or other legal entity or relationship will be created by or will be deemed to be created by this Agreement or any actions of the Parties pursuant to this Agreement.
- 4.02 The Recipient will be an independent contractor and not be, nor will it claim or otherwise represent itself to be, the servant, employee, partner or agent of the Province.
- 4.03 The Recipient will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation without the prior written consent of the Province.
- 4.04 The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

ARTICLE 5 - RECIPIENT'S OBLIGATIONS

5.01 The Recipient will:

- (a) provide the Services in accordance with the terms of this Agreement during the Term and to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services;
- (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the appropriate use, application and expenditure of the Financial Contribution provided under this Agreement;
- (c) comply with all applicable laws and regulations including, without limitation, the Criminal Records Review Act;
- (d) hire and retain only qualified and competent staff and Subcontractors;
- unless otherwise agreed in writing by the Parties, supply or obtain, at its own cost, all labour, facilities, equipment, materials, licenses and approvals necessary or advisable to carry out the Services;
- (f) comply with the provisions of Schedule "H", if attached, and any instructions from time to time provided by, and co-operate with, the Province with respect to the making of any public announcements regarding the Services and the details of this Agreement;
- (g) acknowledge the Financial Contribution made to the Recipient by the Province in the manner directed by the Province or specified in Schedule "H", if attached, as may be amended by the Province in its sole discretion from time to time.

- (h) comply with the Security Schedule, if attached as Schedule "G", as may be amended by the Province in its sole discretion from time to time;
- comply with the Personal Information and Privacy Schedule, as attached at Schedule "E", as may be amended by the Province in its sole discretion from time to time; and
- (j) comply with the Criminal Records Checks Schedule, if attached as Schedule "F", as may be amended by the Province in its sole discretion from time to time.
- 5.02 Without limiting the generality of subsection 5.01(c), the Recipient 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 Recipient's obligations under this Agreement, including the Workers Compensation Act or similar laws of other jurisdictions as applicable.

ARTICLE 6 - RECORDS

6.01 The Recipient will:

- (a) establish and maintain complete and accurate accounting and administrative records with respect to the Financial Contribution and its provision of the Services, in form and content satisfactory to the Province (and in an electronic format whenever possible);
- establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred for its provision of the Services, in form and content satisfactory to the Province (and in an electronic format whenever possible);
- (c) permit the Province, for contract monitoring and audit purposes, at any time or times during normal business hours, to enter any premises used by the Recipient or any Subcontractor to provide the Services or where Materials are kept, in order for the Province to copy or audit, or both, any or all of the books of account and other records (including original supporting documents) referred to in subsections (a) and (b) of this section; and
- (d) record and report statistics and other data in connection with the provision of the Services and the expenditure of the Financial Contribution, as identified in this Agreement or otherwise reasonably requested by the Province from time to time, in form and content satisfactory to the Province (and in an electronic format whenever possible).
- 6.02 The Recipient must retain, and keep safe and in an organized condition (and in an electronic format whenever possible) all Materials, time records, books of account, invoices, receipts, vouchers and other records relevant to this Agreement until directed by the Province in writing to dispose of or deliver to the Province such information, and the Recipient will dispose of or deliver that information as specified in the direction.
- 6.03 Upon the Province's request, the Recipient will:
 - in a timely manner, fully inform the Province of the work completed and remaining to be done by the Recipient under or in relation to this Agreement; and

- (b) at any time before the seventh anniversary of the end of the Term, permit the Province at all reasonable times to inspect, audit, examine, review and copy any Materials or other records referred to in section 6.01.
- 6.04 Without limiting the generality of section 14.02, the Recipient will ensure that any Subcontractors comply with all of the obligations set out in sections 6.01 to 6.03, to the extent that they apply to the Services provided by such Subcontractors.

ARTICLE 7 - STATEMENTS AND ACCOUNTING

- 7.01 Immediately upon the completion of the Term, and at any other time within 3 months of being requested to do so by the Province, but no later than the seventh anniversary of the end of the Term, the Recipient must provide to the Province a statement documenting its expenditure of the Financial Contribution under this Agreement and accounting for any and all Overpayments, in form and content satisfactory to the Province, and:
 - (a) if it has audited financial statements prepared annually, provide its most recent audited financial statements, prepared by a recognized accounting firm, and, when available, the audited financial statements for the Recipient's fiscal year(s) covering any portion of the Term of this Agreement; or
 - (b) if it does not have audited financial statements prepared annually, at the Province's discretion:
 - (i) have prepared by a recognized accounting firm, and provide, audited financial statements for the Recipient's fiscal year(s) covering any portion of the Term of this Agreement; or
 - (ii) provide to the Province a statement documenting its expenditure of the Financial Contribution under this Agreement, in form and content satisfactory to the Province.
- 7.02 Unless demanded by the Province earlier, immediately upon the completion of the Term, any Overpayments outstanding and not set-off by the Province in accordance with the provisions of section 2.07 will become a debt owing to the Province by the Recipient and must be repaid to the Province, plus interest at the rate then in effect, as provided for by the FAA's Interest on Overdue Accounts Receivable Regulation (the "Rate"), within 10 business days. In any event, any Overpayment shall constitute a debt that shall accrue interest at the Rate until paid in full to the Province.
- 7.03 If an activity funded by the Financial Contribution is not wholly completed by the end of the Term, any portion of the Financial Contribution already provided to the Recipient for that activity that remains unexpended at the end of the Term will be deemed to be an Overpayment.
- 7.04 For greater certainty, any portion of the Financial Contribution that the Recipient expends on items that, in the opinion of the Province, are not eligible components of an approved activity funded by the Financial Contribution will be deemed to be an Overpayment to the extent that such portion has already been provided to the Recipient.

- 7.05 Notwithstanding any other provision in this Article 7, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term may, at the sole discretion and direction of the Province, be:
 - (a) returned by the Recipient to the Minister of Finance;
 - retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

ARTICLE 8 - CONFLICT OF INTEREST

- 8.01 Prior to entering into this Agreement and throughout the Term, the Recipient will disclose to the Province any contract, arrangement, consultant, major shareholder, employee or any other circumstance, whether temporary or ongoing in nature, that could be perceived to be a conflict of interest with respect to the Province or the Recipient's provision of the Services.
- 8.02 The Recipient will not, during the Term, perform a service for or provide advice to any person or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person or entity.

ARTICLE 9 - CONFIDENTIALITY

9.01 The Recipient will treat, and will cause any Subcontractors to treat, the Materials, this Agreement and any other information which comes to its knowledge as a result of this Agreement as confidential, except where use or disclosure is necessary for the Recipient to fulfil its obligations under this Agreement or as required by law.

ARTICLE 10 - DEFAULT

- 10.01 Any of the following events will constitute an "Event of Default":
 - (a) the Recipient fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Recipient under this Agreement is or becomes untrue or incorrect;
 - (c) any information, statement, certificate, Report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is or becomes untrue or incorrect;
 - (d) the Recipient ceases, in the opinion of the Province, to operate or carry on business in a manner required to support its provision of the Services;
 - (e) a change occurs with respect to any one or more of the properties, assets, conditions (financial or otherwise), operations or business of the Recipient which, in the opinion of

- the Province, materially adversely affects the ability of the Recipient to fulfil its obligations under this Agreement;
- an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent (including where its liabilities exceed its assets or it is unable to timely pay its debts as they become due) or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangements Act (Canada) or similar legislation is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed;
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof; or
- (k) the Recipient fails to fully pay any Overpayment to the Province within 10 business days of any written demand therefor by the Province.

ARTICLE 11 - TERMINATION AND SCALING BACK

- 11.01 Upon the occurrence of any Event of Default or at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
 - (a) immediately terminate this Agreement, in which case the payment of the amount required under section 11.05 will discharge the Province of all liability to the Recipient, or any of its officers, directors, employees, agents, Subcontractors or other third-parties, under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;
 - suspend any payment of the Financial Contribution or any other amount that is due to the Recipient while the Event of Default continues;
 - (d) waive the Event of Default; or
 - (e) pursue any other remedy available at law or in equity.
- 11.02 The Province, at its option, may also terminate this Agreement either:
 - (a) without cause and for convenience on no less than 60 days' written notice; or
 - (b) immediately if the Province determines that any action or inaction of the Recipient places the health or safety of any person receiving the Services at immediate risk

and, in either case, the payment of the amount required under section 11.05 will discharge the Province of all liability to the Recipient under this Agreement.

- 11.03 The Province may also, in its sole discretion and at its option, request a scaling back of the scope of the Services funded under this Agreement.
- 11.04 If the Recipient is unable or unwilling to scale back the scope of Services, the Province at its option may terminate this Agreement in accordance with subsection 11.02 (a), and the payment of the amount required under section 11.05 will discharge the Province of all liability to the Recipient under this Agreement.
- 11.05 Where this Agreement is terminated before 100% completion of the Services (including as such Services may have been scaled back), the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination, less any Overpayment and, regardless of whether there is any Overpayment, less any holdback reasonably calculated by the Province, in its sole discretion, as allowed by section 2.06.

ARTICLE 12 - DISPUTE RESOLUTION

- 12.01 Unless otherwise agreed by the Parties, all disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration by a single arbitrator pursuant to the Arbitration Act.
- 12.02 The place of arbitration will be Victoria, British Columbia, unless otherwise agreed by the Parties in writing.

ARTICLE 13 - INDEMNITY AND INSURANCE

- 13.01 The Recipient 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:
 - any act or omission by the Recipient, or by any of the Recipient's agents, employees, officers, directors or Subcontractors, in connection with this Agreement; or
 - (b) any representation or warranty of the Recipient being or becoming untrue or incorrect.
- 13.02 The Recipient must comply with the Insurance Schedule, if attached at Schedule "D", which may be amended from time to time by the Province in its sole discretion.

ARTICLE 14 - ASSIGNMENT AND SUBCONTRACTING

- 14.01 The Recipient must not, without the prior, written consent of the Province, assign, either directly or indirectly, this Agreement or any right or obligation of the Recipient under this Agreement.
- 14.02 The Recipient must not subcontract any of the Recipient's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule "C", or otherwise approved by the Province in advance in writing. 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 subsection (a) to perform those obligations fully complies with this Agreement in performing those obligations.
- 14.03 No subcontract, whether consented to or not, 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 subcontract.
- 14.04 Without limiting the generality of section 14.02, the Recipient will ensure that any Subcontractors comply with all of the obligations set out in section 5.01 and schedule "D", to the extent that they apply to the Services provided by such Subcontractors.
- 14.05 This Agreement will be binding upon the Province and its assigns and the Recipient and its successors and permitted assigns.

ARTICLE 15 - OWNERSHIP AND LICENSING

- 15.01 The Province exclusively owns all property and intellectual property rights, including copyright, in the Province Materials and any information, equipment or other property provided by the Province to the Recipient as a result of this Agreement and the Recipient will forthwith deliver any and all such Province Materials, information, equipment or other property to the Province on written notice to the Recipient requesting delivery of the same, whether such a notice is given before, at or after the expiration or sooner termination of this Agreement.
- 15.02 The Parties agree that the ownership of, and any licensed rights associated with, the Produced Materials and any Incorporated Materials shall be as set out in Schedule "I".
- 15.03 The Province hereby grants to the Recipient the limited right to:
 - (a) reproduce and display during the Term; and
 - (b) unless otherwise limited by the Province in writing, grant to any third-party beneficiaries of the Financial Contribution the right to reproduce and display during the Term

any Province logos set out in section 3 of Schedule "H", if attached, during the Term and strictly in accordance with the provisions contained in such schedule or as may be communicated to the Recipient by the Province from time to time in writing.

ARTICLE 16 - OTHER FUNDING AND FINANCING

16.01 If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof and such funding may be deemed by the Province, in its sole discretion, to be an Overpayment which may result in the Province, in its sole discretion, exercising its rights under section 2.07 of this Agreement.

16.02 The Recipient agrees to hold the Province harmless and hereby releases the Province from any liability of any kind or nature arising from or connected with the Recipient entering into any financing, including any loan or lease, in relation to its provision of the Services.

ARTICLE 17 - NOTICES

- 17.01 Any legal notice required or permitted to be given under this Agreement and any formal written communications from the Recipient to the Province (not including day to day business communications) must be mailed, personally delivered (including by courier) or faxed to the address or fax number for the Province's representative(s), as set out in Schedule "A".
- 17.02 Any legal notice required or permitted to be given under this Agreement and any formal written communications from the Province to the Recipient (not including day to day business communications) must be mailed, personally delivered (including by courier) or faxed to the address or fax number for the Recipient representative(s), as set out in Schedule "A".
- 17.03 Any written communication contemplated in this Article 17 from either Party will be deemed to have been received by the other Party on the third business day after mailing in British Columbia, on the date of personal delivery if personally delivered, or on the date of transmission if faxed.
- 17.04 A Party shall, upon a change occurring to its address or other details for delivery of notice, formally notify the other Party in writing of such change and, following the receipt of such notice, the new address or other details will, for the purposes of section 17.01 or 17.02 of this Agreement, be deemed to be the delivery details of the Party giving notice.

ARTICLE 18 - NON-WAIVER

- 18.01 No waiver of any term or condition of this Agreement or the satisfaction of a condition or non-performance of an obligation by the Recipient under this Agreement will be effective unless it is in writing and signed by the Province.
- 18.02 Unless otherwise specified in writing, no waiver shall operate as a continuing waiver or a waiver of any other obligation or right under this Agreement.

ARTICLE 19 - ENTIRE AGREEMENT

19.01 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

ARTICLE 20 - SURVIVAL OF PROVISIONS

20.01 Sections 2.04, 2.05, 2.07, 6.01 to 6.04, 7.01 to 7.05, 9.01, 11.05, 12.01, 12.02, 14.03 to 14.05, 15.01 to 15.03, 16.01, 16.02, 20.01, Article 21, any accrued but unpaid payment obligations, any other provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, and any other provisions of this Agreement which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will survive the expiration or sooner termination of this Agreement.

ARTICLE 21 - MISCELLANEOUS

- 21.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 21.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 21.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the Parties.
- 21.04 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.
- 21.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that the Recipient is required to obtain, unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 21.06 Where the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized by the Recipient to execute this Agreement without corporate seal on behalf of the Recipient.
- 21.07 In this Agreement, unless the context requires otherwise, words importing the singular include the plural and *vice versa*.
- 21.08 Unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, and includes any regulation(s) made thereunder, as such may be amended or replaced from time to time.
- 21.09 Time and the uninterrupted provision of the Services are of the essence of this Agreement. The Recipient will immediately notify the Province in the event that the Recipient is unable to provide the Services for any period during the Term. Notwithstanding any other provision in this Agreement, the Province reserves the right to engage other resources to provide the Services during any such periods and make claim for compensation for related costs against the Recipient.
- 21.10 For the purpose of sections 21.11 and 21.12, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in applicable laws, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), acts of terrorism, fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 21.11 Neither Party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the reasonable duration of the Event of Force Majeure.

- 21.12 If an Event of Force Majeure occurs or is likely to occur, then the Party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume compliance with its obligations under this Agreement with the least possible delay.
- 21.13 The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.
- 21.14 If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision of the Schedule is inoperative to the extent of the conflict unless the Schedule states that it operates despite a conflicting provision of this Agreement.
- 21.15 This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, and all such executed counterparts may be delivered by facsimile transmission or emailed in portable document format (PDF) to such email address as may be provided by each Party for such purpose and each such transmission shall be considered an original.

In witness whereof, the Parties hereto have executed this Agreement to be made effective as of the Effective Date.

SIGNED on behalf of Her Majesty the
Queen in Right of the Province of British
Columbia, by an authorized representative
of the Minister of Tourism, Arts and
Culture:

Signature
Claire Avison

Assistant Deputy Minister,
Ministry of Tourism, Arts and Culture

SIGNED on behalf of the Recipient by its authorized signatory or signatories:

SIGNED on behalf of the Recipient by its authorized signatory or signatories:

Signature(s)

Prem Gill

CEO, Creative BC

SCHEDULE "A"

CREATIVE BC OPERATIONAL FUNDING

ARTICLE 1 - TERM

1.01 Term

Notwithstanding the actual date of execution and delivery of this Agreement, the term of this Agreement (the "Term") commences on July 30th, 2018 (the "Effective Date") and ends on March 31, 2019, unless extended in accordance with section 1.02 below or earlier terminated in accordance with its terms.

1.02 Extension

The Term of this Agreement may upon the written agreement of both Parties, including by way of an exchange of letters, be extended for a period of up to two months, on terms and conditions acceptable to both Parties, and the Province will make any amendments or updates to this Schedule "A" and Schedule "B" as may be required or appropriate in the circumstances.

ARTICLE 2 - PROGRAM AND PROJECT DESCRIPTIONS

2.01 Background and Objectives

Creative BC is an economic development organization serving British Columbia's Creative industries and advancing the Ministry of Tourism, Arts and Culture's mandate to foster a creative sector that is dynamic, sustainable and reaches its full social and economic potential. As B.C.'s agency of record, Creative BC is the coordinating and implementing agent for the Province's interest in growing B.C.'s creative sector, which amongst other things, requires ongoing financial resources for investment support and strategic leadership, and on the basis of commitments from the Ministry, the recipient began issuing grants and disbursements in respect of funds allocated under this agreement on April 1, 2018, notwithstanding the term reference date.

Further, in respect of Creative BC's unique requirements for ongoing financial resources, including for grants, investment support and strategic leadership, the Province understands and acknowledges that Creative BC may and does allocate, budget, grant or otherwise designate funds on the expectation of receiving the whole Financial Commitment and that the funds may not be completely disbursed or expended by Creative BC within the term of this Agreement. The Province will consider this in forbearing against the exercise of any rights to deem an Overpayment, requesting or requiring the return of funds in respect of an Overpayment, or withholding the transfer of funds to Creative BC.

Creative BC brings a strategic and integrated approach to the growth and development of the province's creative industries. The Province further understands and agrees that Creative BC may obtain funds from other sources to support its mandate, and in such cases, is not a true Overpayment (as referenced in s. 16.01 of the Agreement or elsewhere) but rather supplementary funding. Programs, services and investments expand and diversify B.C.'s creative economy, stimulate the creation of good jobs and sustainable employment and promote B.C.'s creative content and production capabilities at home and in the global marketplace. Creative BC works to directly advance the Ministry of Tourism, Arts and Culture's key priorities for the sector, including:

- Implementing initiatives to grow B.C.'s creative sector and workforce to foster a creative sector that is dynamic, sustainable and reaches its full social and economic potential;
- Building on our province's strengths to make B.C. a global leader across the creative ecosystem;
- Ensuring B.C. film and TV makers get their fair share of federal investments from Telefilm and other federal government programs;
- Supporting diverse storytellers in B.C. including musicians, publishers, authors, artists, digital
 media, indigenous storytellers, and the film and TV industries; and,
- Increasing the competitiveness and success of B.C.'s resident writers and supporting the creation
 of more locally developed intellectual property.

Services:

Creative BC will provide and deliver the following services to support the Creative sector in FY 2018/19 including:

- Investment support and strategic leadership for B.C.'s domestic creators via collaborative action, policy support and grant programs targeting growth in the four industries Creative BC serves (motion picture, digital media, book and magazine publishing, music and sound recording).
- Attraction of investment through fee-based administration of B.C.'s competitive, labour-based motion
 picture tax credit programs for film, TV, digital animation, post-production and visual effects,
 expanded this year to include scriptwriting under the Film Incentive B.C. Tax Credit;
- Delivery of provincial film commission services to market B.C. and its infrastructure, talent and diverse locations to foreign producers, while sustaining production levels through industry and community affairs services;
- 4. Marketing and growing B.C.'s creative industries brand recognition globally; and
- Creative BC Operational activities and continual service improvements that ensure efficiency and ongoing relevance to the needs of the industries Creative BC serves.

In addition to Creative BC's delivery of these services, the Ministry requests that Creative BC's CEO and representatives from Creative BC's Board of Directors meet with the Minister twice during fiscal 2018-19 (contingent on the Minister's availability) to apprise the Minister of progress on the deliverables and key issues emerging in the creative sector.

Creative BC will also acknowledge the financial contribution made by the Province in accordance with Marketing, Publicity and Communications Guidelines outlined in Schedule H. Schedule H may be revisited during the term of the contract if both parties agree.

2.02 Standards of Performance

The Recipient must:

deliver the Project and perform the Services in furtherance of the Program objectives;

- (b) 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; and
- (c) perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

2.03 Deliverables/Milestones: Not Applicable - see deliverables in 2.04

2.04 Reporting

The Recipient will provide regular updates and Reports to the Province advising of the status of the Project and the provision of the Services and, without limiting the generality of the foregoing, will provide the following Reports in the manner and format indicated, and on or before the deadlines set out, below:

- CrBC's Service Innovation Plan 2016/17 2021/22 and their most recent audited financial statements to be received by email and approved by the Province by July 1, 2018;
- Monthly reports summarizing the number of tax credit certifications and production volumes
 Creative BC administers under the FIBC and PSTC Tax Credit programs to be received by email
 within 30 days of month end; and
- A FY 2018/19 Progress report summarizing Creative BC's key accomplishments in support of
 this sector during the 2018/19 fiscal year to be received by email and approved by the Province
 before March 31st, 2019. The 2018/19 Progress Report will provide information in relation to
 Creative BC performance measures including:
 - Grants: Number of client companies, creators, projects, initiatives, productions and commissions were supported by Creative BC and with how much financial support.
 - Services: Number of services delivered by Creative BC to industry and partners through Creative BC staffing resources, service departments and funding partnerships.
 - Programs: Number and diversity of development programs and initiatives Creative BC ran year-over-year in total, by industry served and by diversity target.
 - Reach: Summary of Creative BC's traditional and non-traditional media, newsletter, website and social media reach, as well as market participation and trade missions outreach.
 - Engagement: Number of applications, requests, inquiries and collaborations across the departments, online and via invite from governing bodies, ministries, associations and industry organizations.

ARTICLE 3 - REPRESENTATIVES

3.01 Province's Representative(s)

The representative(s) for the Province and their address and email address for the purposes of providing legal notice to the Province pursuant to Article 17 are as follows:

Asha Bhat Executive Director, Creative Sector Email: asha.bhat@gov.bc.ca Mailing Address: PO Box 9327 Stn Prov Govt Victoria BC V8W9N3

Personal Delivery: Ministry of Tourism, Arts and Culture 7th Floor - 1810 Blanshard Street; Victoria, BC V8W 9N3

3.02 Recipient's Representative(s)

The representative(s) for the Recipient and their address(es) and fax number(s) for the purposes of providing legal notice to the Recipient pursuant to Article 17 are as follows:

Prem Gill, CEO, Creative BC Email Address: pgill@creativebc.com

Mailing Address: 7 West 6th Avenue Vancouver, BC V5Y 1K2 Canada

Personal Delivery/Physical Location: 7 West 6th Avenue Vancouver, BC V5Y 1K2 Canada

SCHEDULE "B"

FINANCIAL CONTRIBUTION

- 1. The Province will provide the Financial Contribution to the Recipient, for its satisfactory fulfilment of the Requirements under this Agreement, as follows
 - (a) upon receipt and approval by the Province of Creative BC's Service Innovation Plan 2016/17 2021/22 and most recent Audited Financial Statements by July 1, 2018, as set out in section 2.04 of Schedule "A", a payment amount of \$3,015,000;
 - (b) upon receipt and approval by the Province of Creative BC's 2018/19 Progress Report, as set out in section 2.04 of Schedule "A", a payment amount of \$400,000.
- 2. Notwithstanding section 1 of this Schedule "B", in no event will the Financial Contribution payable to the Recipient under this Agreement, including all eligible expenses, exceed, in the aggregate, \$3,415,000 plus any applicable taxes payable on that amount.
- 3. Upon completion of each of the Requirements specified in section 1 of this Schedule "B" the Recipient must, in order to obtain payment, submit to the Province:
 - a written statement of account, in the form and content acceptable to the Province,;
 and
 - (b) a declaration of any amounts owing to the Province under legislation or by agreement, whether or not as a result of this Agreement.

Within 30 days of receiving a written statement of account as described in this section 3, the Province will pay to the Recipient the corresponding fees set out in section 1 of this Schedule "B".

4. If applicable, the Province will pay GST on the Financial Contribution, as long as the Recipient is a GST registrant and the Recipient's statement of account clearly indicates the Recipient's GST registration number as well as the amount of GST being charged.

SCHEDULE "C"

APPROVED SUBCONTRACTORS - NOT APPLICABLE

SCHEDULE "D"

- 1. The Recipient must, without limiting the Recipient's obligations or liabilities and at the Recipient's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days' advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
- 2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
- 3. The Recipient must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 business days of commencement of the Services, the Recipient must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Recipient must provide to the Province within 10 business days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Recipient must provide to the Province certified copies of the required insurance policies.
- 4. The Recipient must obtain, maintain and pay for any additional insurance which the Recipient is required by law to carry, or which the Recipient considers, in its sole discretion, necessary to cover risks not otherwise covered by insurance specified in this Schedule "B".

SCHEDULE "E"

PRIVACY

1.01 Custody and Control of Personal Information

The Parties agree that the Province does not have custody or control, for the purpose of FOIPPA, of any Personal Information collected, used or maintained the Recipient in relation to its provision of the Services.

1.02 Collection and Disclosure

The Recipient:

- (a) will not collect any Personal Information from any individuals in relation to its provision of the Services unless such information relates directly to or is necessary for the Recipient's provision of the Services; and
- (b) must not at any time provide any such Personal Information to the Province.

SCHEDULE "F"

CRIMINAL RECORDS CHECKS - NOT APPLICABLE

SCHEDULE "G" SECURITY SCHEDULE – NOT APPLICABLE

SCHEDULE "H"

MARKETING, PUBLICITY AND COMMUNICATIONS GUIDELINES

For the purposes of this Schedule "H", all references to the Recipient shall be deemed to include any of its Subcontractors and, where appropriate, any organization that receives services, benefits or opportunities funded under this Agreement. In addition to any other requirements set forth in this Agreement, unless otherwise directed or approved in writing by the Province:

- The Recipient will cooperate with the Province in such public announcements, news releases or 1. event opportunities regarding the Recipient's Project or other activities funded under this Agreement (the "Activities"), as the Province requests.
- The Recipient will not provide any media releases, promotional materials or communications in a 2. public forum with respect to the Activities or the details of this Agreement except where the same have been approved in advance by the Province.
- The Recipient will acknowledge the Financial Contribution made by the Province on any event 3. signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms or other publications and promotional materials produced by the Recipient and related to the Activities (collectively, "Communications"). Provincial support will be acknowledged by the use of the joint BC logo | Creative BC log on all public material related to communications.

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- All Communication materials bearing the logo must receive approval by GCPE staff before going 4. to final print. Any urgent media deadlines for the Communications should be flagged when requests for approvals are submitted.
- 5. Any and all use by the Recipient of any Provincial logos set out in the Branding will be in the form provided, and will comply with the graphic standards and any conditions communicated, by the Province to the Recipient from time to time.
- 6. The Province is and shall remain the owner of all right, title and interest in and to any Province logos set out in the Branding, and any goodwill associated with the use of such Province logos by the Recipient will enure entirely to the Province. Any proprietary rights not specifically granted to the Recipient under this Agreement remain with the Province including, without limitation, copyright and trade-mark protection.
- 7. The Recipient will include the following disclaimer statement on or in association with any Research Materials that it publishes or otherwise makes available to the public:
 - "The views, opinions, conclusions and/or recommendations expressed in these materials are those of the author(s). These materials do not necessarily reflect the official policy or position of the Government of British Columbia. The Government of British Columbia does not endorse, nor has it confirmed the validity of the information contained in, these materials."

SCHEDULE "I"

MATERIALS

1.0 Produced Materials

- (a) The Province exclusively owns all property and intellectual property rights, including copyright, in the Produced Materials, other than in any Incorporated Materials.
- (b) Upon the Province's request, the Recipient will deliver documents satisfactory to the Province waiving in favour of the Province any moral rights which the Recipient (or its employees) or a Subcontractor (or its employees) may have in the Produced Materials, and confirming the vesting in the Province of the copyright in the Produced Materials, other than any Incorporated Materials.
- (c) Effective immediately upon any Incorporated Materials being embedded or incorporated in the Produced Materials, and to the extent that the Incorporated Materials remain so embedded or incorporated, the Recipient grants to the Province:
 - (i) 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
 - (ii) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under subsection (c)(i).

If for some reason the Recipient is unable to grant such a license to any Incorporated Materials it will, at its own expense, remove and replace such materials with other comparable materials for which such a license can be granted.

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s.17; s.13

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