

This Shared Cost Arrangement (the "Agreement") dated the 27th day of March, 2020.

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

CHINESE CANADIAN MUSEUM SOCIETY OF BRITISH COLUMBIA (Inc. No. S0072880)

(the "Recipient" or "Society")

WHEREAS:

- A. The Recipient is carrying out the Project, as defined below.
- B. The Province has approved funding for the Project and such funding is to be paid by the Province to the Recipient subject to and in accordance with the terms and conditions of this Agreement including the Stipulations, as defined below.

The parties agree as follows:

DEFINITIONS

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

"Agreement" means this shared cost arrangement and all schedules attached hereto;

"Business Day" means a day, other than a Saturday or Sunday, on which provincial government offices are open for normal business in British Columbia;

"Commencement Date" means April 1, 2020;

"Eligible Costs" has the meaning given to it in Schedule B;

"Endowment Fund" has the meaning given to it in section 5(e);

"Event of Default" has the meaning given to it 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 this Agreement and the matters contained herein, and includes anyone authorized to act on their behalf;

"Project" means the project described in Schedule A;

"Purpose" means the purposes set out in the constitution of the Society;

"Stipulations" mean the terms and conditions set out in section A3 of Schedule A;

"Term" means the period described in section 3; and

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

SCHEDULES

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

Schedule A	Project Description, Stipulations and Deadlines, and
Schedule B	Funding
Schedule C	Endowment Fund Investment Terms and Conditions
Schedule D	Recognition & BC Logo Usage

TERM OF AGREEMENT

3. The term of this Agreement commences on the date set out at the top of the first page and expires when this Agreement is terminated in accordance with its terms.

OBLIGATIONS OF THE RECIPIENT

4. Upon receipt of Funding, and in order to retain Funding, the Recipient agrees to fulfill and comply with the Stipulations.
5. Without limiting any other of the Recipient's obligations in this Agreement, 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;
 - (c) meet all deadlines set out in Schedule A;
 - (d) by no later than 14 business days after the Commencement Date, provide evidence satisfactory to the Province to demonstrate that the Recipient has commenced the Project in accordance of section 5(b) of this Agreement; and
 - (e) establish an endowment fund no later than 15 days after the Commencement Date, which must at all times be managed in accordance with Schedule C (the **"Endowment Fund"**); and

- (f) no later than 15 days after the Commencement Date, transfer \$8 million of the Funding into the Endowment Fund.
- 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, in accordance with section 5(d), the Province may give the Recipient written notice requesting such evidence, and if the Recipient does not comply within 30 days then the Province may terminate this Agreement immediately by notice to the Recipient, 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 by the Recipient on Eligible Costs.
- 7. The Recipient will comply with all applicable laws.
- 8. 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 termination of this Agreement;
 - (d) ensure that all Contracts entered into by the Recipient with any Third Parties will require the Third Party to comply with all applicable laws; and
- 9. The Recipient is solely responsible for all aspects of the Project, and nothing in this Agreement is deemed to give the Province interest in, or responsibilities for the Project, unless otherwise provided in this Agreement.
- 10. The Recipient will ensure that the Funding 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 agrees that any costs that have received funding from any other federal or provincial government sources will not be Eligible Costs under this Agreement, and the Recipient agrees to promptly notify the Province in writing of any such funding received.
- 12. The Recipient acknowledges and agrees 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.
- 13. The Recipient will not make any significant changes to the scope of the Project without the prior written approval of the Province.
- 14. No contract or 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 contract or sub-contract.

OBLIGATIONS OF THE PROVINCE

15. 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 contain a statement that the Province has provided funding for the Project, together with the Province's logo in accordance with the graphics standards as set out in Schedule D (as it may be updated by the Province from time to time), all in a form and content satisfactory to the Province. The Recipient acknowledges that the Province requests 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

19. 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.
20. 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;
 - (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, incomplete or incorrect;
 - (d) the Implementation Phase has not been completed by the Implementation Deadline;
 - (e) the bylaws of the Recipient are materially amended without the prior written notice to the Province, and without limiting the foregoing, a material amendment will include any amendment that alters the number of or any rights of the Provincial Directors, as defined in the bylaws;
 - (f) the constitution of the Recipient is amended without the prior written notice to the Province;
 - (g) the Recipient does or omits to do anything contrary to the bylaws or constitution of the Recipient;
 - (h) the Recipient does not make every effort to be eligible for and apply to become a registered charity under the *Income Tax Act* (Canada) within 12 months of the Commencement Date, or thereafter ceases to be a registered charity;
 - (i) any of the following occurs:
 - 1) an order is made, a resolution is passed, or a petition is filed, for the Recipient's liquidation or winding up,
 - 2) the Recipient commits an act of bankruptcy, makes an assignment for the benefit of the Recipient's creditors or otherwise acknowledges the Recipient's insolvency,
 - 3) a bankruptcy petition is filed or presented against the Recipient or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Recipient,
 - 4) a compromise or arrangement is proposed in respect of the Recipient under the *Companies' Creditors Arrangement Act* (Canada),
 - 5) a receiver or receiver-manager is appointed for any of the Recipient's property, or
 - 6) the Recipient ceases, in the Province's reasonable opinion, to carry on business as a going concern.

EVENT OF DEFAULT AND TERMINATION

22. On the happening of an Event of Default, or at any time thereafter, the Province may, at its sole option, elect to do any one or more of the following:
- (a) by written notice to the Recipient, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Recipient, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 22(a).

23. If the Province terminates this Agreement pursuant to section 22,
- (a) the Recipient will repay to the Province all money received under this Agreement that has not, as of the date of termination been expended on Eligible Costs or made subject to legally binding obligations to an arms-length Third Party for Eligible Costs; and
 - (b) the amount of all Funding that is required to be allocated to the Endowment Fund is a liability of the Recipient to the Province and will be due and payable to the Province immediately.
24. No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.
25. If the Recipient becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Recipient must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default.

REMEDIES NON-EXCLUSIVE

26. 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.
27. 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

28. 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

29. 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

30. 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

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

SURVIVAL OF TERMS

32. Sections 6, 8(b), 8(c), 8(d), 18, 23, 24, 26, 27, 29, 30, 36, 39, 40 and 41 continue in force indefinitely, even after this Agreement ends.

NOTICE

33. Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by email to the addressee's email specified below, in which case it will be deemed to be received on the day it is sent unless sent after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified below, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified below, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.
34. The parties' respective addresses for delivery are as follows:
- (a) if to the Province:
Ministry of Tourism, Arts and Culture
Attn: Brian Jonker
PO Box 9819, Stn Prov Govt
Victoria BC V8W 9W3
Email: Brian.jonker@gov.bc.ca
 - (b) if to the Recipient:

Chinese Canadian Museum Society of British Columbia
Attn: Grace Wong, Chair
s.22

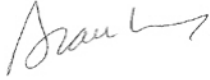
35. Either party may, from time to time, notify the other by notice in writing of a change of address and following the receipt of such notice, the new address will, for the purposes of section 34(a) or 34(b) of this Agreement, be deemed to be the address of the party giving such notice.

MISCELLANEOUS

36. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
37. The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
38. 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.
39. 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.
40. The Recipient will 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.
41. 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*.
42. Time is of the essence of this Agreement.

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

SIGNED AND DELIVERED on behalf of the
Recipient by its duly authorized signatories:

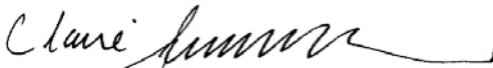


Signature

Print Name: Grace Wong

Print Title: Chair, Chinese Canadian Museum Society of British Columbia

SIGNED AND DELIVERED on behalf of the
Province by its authorized representative:



Signature

Print Name: Claire Avison

Print Title: Assistant Deputy Minister, Ministry of Tourism, Arts and Culture

SCHEDULE A: PROJECT DESCRIPTION AND DATES

A.1 **“Project”** means the project known as the Chinese Canadian Museum, to be carried out in accordance with the Purpose, consisting of the following two phases of work:

(a) Implementation work consisting of the following (**“Implementation Phase”**):

- i. Hire at least 1 FTE and/or contracted support as required;
- ii. Planning work including administrative functions and preliminary functional programming for the future operation of a Museum;
- iii. Development of a website for the Museum;
- iv. Secure a temporary premise to host a temporary exhibit in Vancouver Chinatown;
- v. Complete a business case for a museum that includes multiple, scalable costed options;
- vi. Develop a fundraising strategy and plan and begin execution of the plan;

(b) Operational work consisting of the following (**“Operational Phase”**):

- i. Continue to operate a website for the Museum;
- ii. Continue to establish and support the development of a regional hub and spoke network by exploring all revenue sources, including donations, grant funding or other assistance.

A.2 The **“Implementation Deadline”** means December 31, 2021

A.3 **Stipulations:**

As a condition of retaining the Funding, the Recipient must:

- a) comply with all terms, conditions and obligations contained in this Agreement;
- b) complete the Implementation Work by no later than the Implementation Deadline;
- c) use the Funding solely for Eligible Costs that are incurred after the Commencement Date and during the term of this Agreement;
- d) establish the Endowment Fund by no later than the date in section 5(e) of this Agreement, and at all times maintain the Endowment Fund in accordance with the investment terms and conditions set out in Schedule C;
- e) raise or generate, from sources other than the Province, at least \$8 million by no later than March 31, 2025;
- f) from the date of this Agreement to March 30, 2025, maintain principal of at least \$8 million in the Endowment Fund, and from and after March 31, 2025, maintain principal of at least \$8 million in the Endowment Fund;
- g) not do or omit to be done anything that may result in the occurrence of an Event of Default;

- h) deliver to the Province through Program Staff interim progress reports semi-annually on September 1 and March 1, with the first interim progress report being due on October 1, 2020, such reports to be in a format and containing such information as the Province may require;
- i) deliver to the Province through Program Staff a final progress status report annually on December 31, the first such final progress report being due on December 31, 2021, such reports to be in a format and containing such information as the Province may require;
- j) deliver to the Province through Program Staff a three-year strategic plan on September 30, 2021 and on September 30 every three years thereafter, such plans to include goals for each year of the plan and to be in a report and containing such other information as the Province may require, and to be approved by the Board of Directors of the Recipient;
- k) provide to the Province through Program Staff, upon request, all such other information concerning the subject matter of this Agreement including, without limitation, the progress of the Project, the Eligible Costs, and the Endowment Fund, as may be required by the Province from time to time; and
- l) if a special resolution is proposed to alter the bylaws of the Recipient, the Recipient will provide the Province through Program Staff a copy of the proposed special resolution (a) a minimum of three months prior to being presented to members of the Recipient, or (b) in the case of a member proposal, upon receipt of notice by the Recipient;
- m) follow open, fair and competitive processes when engaging employees and contractors or procuring goods, services or construction.

(the “**Stipulations**”)

SCHEDULE B: FUNDING

B.1 Financial Contribution by the Province:

Upon the execution of this Agreement by both parties, the Recipient becomes eligible for, and the Province will make a payment in the amount of \$10 million Canadian being the amount of contribution funding approved by the Province. The Funding will be allocated as follows:

- (a) \$2 million to be used by the Recipient for Eligible Costs incurred by the Recipient;
- (b) \$8 million to be placed in the Endowment Fund and invested in accordance with Schedule C, with earnings to be used by the Recipient for Eligible Costs incurred by the Recipient.

B.2 Eligible Costs

The Recipient may use the Funding only for direct costs properly and reasonably incurred by the Recipient for the Project on or after the Commencement Date and during the term of this Agreement ("**Eligible Costs**"), which may include the following:

- (a) operating and capital costs associated with establishing and operating the Provincial Hub (Museum in Vancouver Chinatown) and developing administrative capacity of the Recipient
- (b) operating and capital costs for supporting Regional Hub and Spokes (the network of hubs and spokes across the Province);

Notwithstanding any other provision of this Agreement, and for greater certainty, the portion of the Funding that is to be placed in the Endowment Fund, other than earnings thereon, must not be expended on Eligible Costs or for any other purpose.

SCHEDULE C: ENDOWMENT FUND TERMS AND CONDITIONS

1. The Recipient is financially responsible for the Endowment Fund.
2. The Recipient must invest the principal of the Endowment Fund in accordance with this Schedule and may use the earnings from the Endowment Fund only for payment of Eligible Costs as defined in this Agreement.
3. The Recipient must invest the assets of the Endowment Fund only in the following types of investments and in accordance with the asset allocation framework set out in section 4 below:
 - (a) Short term fixed income options,
 - (b) GICs,
 - (c) Long Term Bonds,
4. The permitted asset allocation framework for the Endowment Fund is as follows, with the column entitled "Asset Class" setting out the types of eligible investments, the column entitled "Minimum" setting out the minimum percentage of total assets that may be invested in a type of eligible investment, the column entitled "Maximum" setting out the maximum percentage of total assets that may be invested in a type of eligible investment, and the column entitled "Policy" setting out the desired percentage of total assets to be invested in a type of eligible investment:

Asset Class	Minimum	Maximum	Policy
Short term fixed income options	0%	100%	5%
GICs	0%	100%	95%
Long Term Bonds	0%	100%	0%

SCHEDULE D

Recognition & BC Logo Usage: General Guidelines¶

Updated: Feb. 2020¶

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The Ministry of Tourism, Arts and Culture has a number of funding programs providing support for B.C. arts, sports and creative industries sector. When an organization/individual receives a grant through these various programs, there is a requirement to acknowledge this financial support with the presence of the BC logo on all public material related to grant. This requirement applies to websites, brochures, flyers, posters, postcards, news releases, album covers etc.¶

Below are links to websites where you can download high resolution versions of the BC logo which are suitable for a variety of materials.¶

BC logo (including lockup of BCAC, ~~via Sport and Family day~~)¶

<https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/bc-visual-identity> (click on "Download Marks")¶

Creative BC lock-up¶

<https://www.creativebc.com/about-us/creative-bc-brand-assets>¶

How to submit your logo approval requests:¶

All logo approval requests are received through emails. The request must be accompanied by a third-party application form along with proofs of the materials containing the BC logo. Please email your request to TAClogos@gov.bc.ca and allow at least 72 hours of notice.¶

Tips on how to properly apply the logo:¶

Guidelines on the proper use of the logo are also available on the government logo site (stated above). A couple of tips include:¶

- → If the logo appears on its own, please use the logo with the "Supported by the Province of British Columbia".¶
- → If the BC Logo appears alongside other sponsor logos, please use the BC logo with no tagline.¶
- → Logos must be downloaded from these links, not copied from previous materials, to ensure the most up-to-date version is being used.¶
- → Do not alter the colour of the logo from the downloaded image.¶
- → To alter the size, drag the image from the corners to avoid stretching the image from its intended proportions.¶
- → The logo with the tagline must be large enough (minimum 5 millimetres) for the tagline to be legible.¶
- → The logo is available both in colour and in black and white (reverse version). The reverse version is required for dark backgrounds. When using the reverse logo, the sun and its rays must be the lightest part of the image.¶

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If you have further questions, please do not hesitate to call, Rachel Nesbitt at 250-387-0104.¶