**GENERAL SERVICE AGREEMENT**

**# XXXX**

**Sample Contract**

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***For Administrative Purposes Only***

|  |  |
| --- | --- |
|  |  |
| *PCT Contract No.:Click here to enter text.* | *Term: Start Date to End Date.* |
| *Solicitation No.: Click here to enter text.* | *Max Annual Value: $XX., including fees & expenses* |
|  |  |
| ***Contractor Information*** |  |
| *Supplier Name: Click here to enter text.* |  |
| *Principal Contact: Click here to enter text.* |  |
| *Telephone No.: Click here to enter text.* |  |
| *E-mail Address: Click here to enter text.* |  |
|  |  |

Sample GSA - May 2013

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**AGREEMENT PCT-XXXX**

THIS AGREEMENT is dated for reference the *xxth* day of *Month*, 2013.

BETWEEN:

*Legal Name and, if applicable, description of Contractor*

**(the “Contractor”, “***Contractor acronym or short name, if used in contract****”****,* ***“you”, or “your”* ) with the following specified address:**

*Address, postal code*

AND:

**PACIFIC CARBON TRUST INC., incorporated under the *Business Corporations Act* (the “Company”, “we”, or “our”) with the following specified address:**

**976 Meares St., Victoria BC, V8V 3J4**

Pacific Carbon Trust wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, Pacific Carbon Trust and the Contractor agree as follows:

**1** **DEFINITIONS**

**General**

In this Agreement, unless the context otherwise requires:

1. “Business Day” means a day, other than a

Saturday or Sunday, on which the Pacific Carbon Trust office is open for normal business in British Columbia;

term ending earlier in accordance with this Agreement.

**Meaning of “record”**

1. The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.
2. “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
3. “Material” means the Produced Material and the Received Material;
4. “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
5. “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from Pacific Carbon Trust or any other person;
6. “Services” means the services described in Part

2 of Schedule A;

1. “Subcontractor” means a person described in paragraph (a) or (b) of section 13.4; and
2. “Term” means the term of the Agreement described in Part 1 of Schedule A subject to that

**2** **SERVICES**

**Provision of services**

1. The Contractor must provide the Services in accordance with this Agreement.

**Term**

1. Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

**Supply of various items**

1. Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the

Contractor’s obligations under this Agreement, including the license under section 6.4.

**Standard of care**

1. Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

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**Standards in relation to persons performing Services**

1. The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

**Instructions by Pacific Carbon Trust**

1. Pacific Carbon Trust may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

**Confirmation of non-written instructions**

1. If Pacific Carbon Trust provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by Pacific Carbon Trust in writing, which request Pacific Carbon Trust must comply with as soon as it is reasonably practicable to do so.

**Effectiveness of non-written instructions**

1. Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

**Applicable laws**

1. In the performance of the Contractor’s obligations under this Agreement, the Contractor must comply with all applicable laws.

**3 PAYMENT Fees and expenses**

1. If the Contractor complies with this Agreement, then Pacific Carbon Trust must pay to the Contractor at the times and on the conditions set out in Schedule B:
	1. the fees described in that Schedule, plus any applicable taxes; and
	2. the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in Pacific Carbon Trust’s opinion, are necessarily incurred by the Contractor in providing the Services.

Pacific Carbon Trust is not obliged to pay to the

Contractor more than the “Maximum Amount” specified in Schedule B on account of fees and expenses.

**Statements of accounts**

1. In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to

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Pacific Carbon Trust a written statement of account in a form satisfactory to Pacific Carbon Trust upon completion of the Services or at other times described in Schedule B.

**Withholding of amounts**

1. Without limiting section 9.1, Pacific Carbon Trust may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, Pacific Carbon Trust and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by Pacific Carbon Trust to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of Pacific Carbon Trust.

**Appropriation**

1. Pacific Carbon Trust’s obligation to pay money to the

Contractor is subject to the *Financial Administration* *Act*, which makes that obligation subject to anappropriation being available in the fiscal year of Pacific Carbon Trust during which payment becomes due.

**Currency**

1. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

**Non-resident income tax**

1. If the Contractor is not a resident in Canada, the Contractor acknowledges that Pacific Carbon Trust may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the

Contractor’s behalf.

**Prohibition against committing money**

1. Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor’s obligations under this Agreement commit or purport to commit Pacific Carbon Trust to pay any money except as may be expressly provided for in this Agreement.

**Refunds of taxes**

1. The Contractor must apply for and, immediately on receipt, remit to Pacific Carbon Trust any available refund, rebate or remission of federal or provincial tax or duty that Pacific Carbon Trust has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

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**4** **REPRESENTATIONS AND WARRANTIES**

1. As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to Pacific Carbon Trust as follows:
	1. except to the extent the Contractor has previously disclosed otherwise in writing to Pacific Carbon Trust,
		1. all information, statements, documents and reports furnished or submitted by the Contractor to Pacific Carbon Trust in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
		2. the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable the Contractor to fully perform the Services, and
		3. the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor’s obligations under this Agreement; and
	2. if the Contractor is not an individual,
		1. the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
		2. this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable

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remedies may be granted only in the discretion of a court of competent jurisdiction.

**5** **PRIVACY, SECURITY AND CONFIDENTIALITY**

**Privacy**

1. The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

**Security**

1. The Contractor must:
	1. make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
	2. comply with the Security Schedule attached as Schedule G.

**Confidentiality**

1. The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without Pacific Carbon Trust’s prior written consent except:
	1. as required to perform the Contractor’s obligations under this Agreement or to comply with applicable laws;
	2. if it is information that is generally known to the public other than as result of a breach of this Agreement; or
	3. if it is information in any Incorporated Material.

**Public announcements**

1. Any public announcement relating to this Agreement will be arranged by Pacific Carbon Trust and, if such consultation is reasonably practicable, after consultation with the Contractor.

**Restrictions on promotion**

1. The Contractor must not, without the prior written approval of Pacific Carbon Trust, refer for promotional purposes to Pacific Carbon Trust being a customer of the Contractor or Pacific Carbon Trust having entered into this Agreement.

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**6** **MATERIAL AND INTELLECTUAL PROPERTY**

**Access to Material**

1. If the Contractor receives a request for access to any of the Material from a person other than Pacific Carbon Trust, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to Pacific Carbon Trust.

**Ownership and delivery of Material**

1. Pacific Carbon Trust exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to Pacific Carbon Trust immediately upon Pacific Carbon Trust’s request.

**Matters respecting intellectual property**

1. Pacific Carbon Trust exclusively owns all intellectual property rights, including copyright, in:
	1. Received Material that the Contractor receives from Pacific Carbon Trust; and
	2. Produced Material, other than any Incorporated Material.

Upon Pacific Carbon Trust’s request, the Contractor must deliver to Pacific Carbon Trust documents satisfactory to Pacific Carbon Trust that irrevocably waive in Pacific Carbon Trust’s favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in Pacific Carbon Trust of the copyright in the Produced Material, other than any Incorporated Material.

**Rights in relation to Incorporated Material**

1. Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to Pacific Carbon Trust:
	1. a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
	2. the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

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**7** **RECORDS AND REPORTS**

1. Upon Pacific Carbon Trust’s request, the Contractor must fully inform Pacific Carbon Trust of all work done by the Contractor or a Subcontractor in connection with providing the Services.

**Time and expense records**

1. If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to Pacific Carbon Trust. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

**8** **AUDIT**

1. In addition to any other rights of inspection Pacific Carbon Trust may have under statute or otherwise, Pacific Carbon Trust may at any reasonable time and on reasonable notice to the Contractor, enter on the

Contractor’s premises to inspect and, at Pacific Carbon Trust’s discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by Pacific Carbon Trust of Pacific Carbon Trust’s rights under this section.

**9** **INDEMNITY AND INSURANCE**

**Indemnity**

1. The Contractor must indemnify and save harmless Pacific Carbon Trust and Pacific Carbon Trust’s employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that Pacific Carbon Trust or any of Pacific Carbon Trust’s employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor’s agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of Pacific Carbon Trust and Pacific Carbon Trust’s employees and agents.

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**Insurance**

1. The Contractor must comply with the Insurance Schedule attached as Schedule D.

**Workers compensation**

1. Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor’s obligations under this Agreement, including the *Workers Compensation* *Act* in British Columbia or similar laws in otherjurisdictions.

**Personal optional protection**

1. The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the

Term at the Contractor’s expense if:

* 1. the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act or similar laws in other jurisdictions; and
	2. such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

**Evidence of coverage**

1. Within 10 Business Days of being requested to do so by Pacific Carbon Trust, the Contractor must provide Pacific Carbon Trust with evidence of the Contractor’s compliance with sections 9.3 and 9.4.

**10 FORCE MAJEURE**

**Definitions relating to force majeure**

1. In this section and sections 10.2 and 10.3:
	1. “Event of Force Majeure” means one the following events:
2. a natural disaster, fire, flood, storm, epidemic or power failure,
3. a war (declared and undeclared), insurrection or act of terrorism or piracy,
4. a strike (including illegal work stoppage or slowdown) or lockout, or
5. a freight embargo

if the event prevents a party from performing the party’s obligations in

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accordance with this Agreement and is beyond the reasonable control of that party; and

1. “Affected Party” means a party prevented from performing the party’s obligations in accordance with this Agreement by an Event of Force Majeure.

**Consequence of Event of Force Majeure**

1. An Affected Party is not liable to the other party for any failure or delay in the performance of the

Affected Party’s obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

**Duties of Affected Party**

1. An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the

Affected Party’s obligations under this Agreement as soon as possible.

**11 DEFAULT AND TERMINATION**

**Definitions relating to default and termination**

1. In this section and sections 11.2 to 11.4:
2. “Event of Default” means any of the following:
	1. an Insolvency Event,
	2. the Contractor fails to perform any of the

Contractor’s obligations under this

Agreement, or

* 1. any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
1. “Insolvency Event” means any of the following:
	* 1. an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
		2. the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the

Contractor’s creditors or otherwise acknowledges the Contractor’s insolvency,

* + 1. a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,

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1. a compromise or arrangement is proposed in respect of the Contractor under the

*Companies' Creditors Arrangement Act*

(Canada),

1. a receiver or receiver-manager is appointed for any of the Contractor’s property, or
2. the Contractor ceases, in Pacific Carbon Trust’s reasonable opinion, to carry on business as a going concern.

**Pacific Carbon Trust’s options on default**

1. On the happening of an Event of Default, or at any time thereafter, Pacific Carbon Trust may, at its option, elect to do any one or more of the following:
	1. by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
	2. pursue any remedy or take any other action available to it at law or in equity; or
	3. by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

**Delay not a waiver**

1. No failure or delay on the part of Pacific Carbon Trust to exercise its rights in relation to an Event of Default will constitute a waiver by Pacific Carbon Trust of such rights.

**Pacific Carbon Trust’s right to terminate other than for default**

1. In addition to Pacific Carbon Trust’s right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, Pacific Carbon Trust may terminate this Agreement for any reason by giving at least 10 days’ written notice of termination to the Contractor.

**Payment consequences of termination**

1. Unless Schedule B otherwise provides, if Pacific Carbon Trust terminates this Agreement under section 11.4:
	1. Pacific Carbon Trust must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to Pacific Carbon Trust’s satisfaction before termination of this Agreement; and
	2. the Contractor must, within 30 days of such termination, repay to Pacific Carbon Trust any

paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that Pacific Carbon Trust has notified the Contractor in writing was not completed to Pacific Carbon Trust’s satisfaction before termination of this Agreement.

**Discharge of liability**

1. The payment by Pacific Carbon Trust of the amount described in section 11.5(a) discharges Pacific Carbon Trust from all liability to make payments to the Contractor under this Agreement.

**Notice in relation to Events of Default**

1. If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify Pacific Carbon Trust of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

**12 DISPUTE RESOLUTION**

**Dispute resolution process**

1. In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
	1. the parties must initially attempt to resolve the dispute through collaborative negotiation;
	2. if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
	3. if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the

*Commercial Arbitration Act*.

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**Location of arbitration or mediation**

1. Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

**Costs of mediation or arbitration**

1. Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

**13 MISCELLANEOUS**

**Delivery of notices**

1. Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
	1. by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
	2. by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
	3. by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

**Change of address or fax number**

1. Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

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**Assignment**

1. The Contractor must not assign any of the

Contractor’s rights under this Agreement without

Pacific Carbon Trust’s prior written consent.

**Subcontracting**

1. The Contractor must not subcontract any of the

Contractor’s obligations under this Agreement to any person without Pacific Carbon Trust’s prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

* 1. any person retained by the Contractor to perform obligations under this Agreement; and
	2. any person retained by a person described in paragraph (a) to perform those obligations

fully complies with this Agreement in performing the subcontracted obligations.

**Waiver**

1. A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

**Modifications**

1. No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

**Entire agreement**

1. This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

**Survival of certain provisions**

1. Sections 2.9, 3.1 to 3.3, 3.6, 3.7, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

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**Schedules**

1. The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

**Independent contractor**

1. In relation to the performance of the Contractor’s obligations under this Agreement, the Contractor is an independent contractor and not:
	1. an employee or partner of Pacific Carbon Trust; or
	2. an agent of Pacific Carbon Trust except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

**Personnel not to be employees of Pacific Carbon Trust**

1. The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of Pacific Carbon Trust.

**Key Personnel**

1. If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless Pacific Carbon Trust otherwise approves in writing, which approval must not be unreasonably withheld.

**Pertinent information**

1. Pacific Carbon Trust must make available to the Contractor all information in Pacific Carbon Trust’s possession which Pacific Carbon Trust considers pertinent to the performance of the Services.

**Conflict of interest**

1. The Contractor must not provide any services to any person in circumstances which, in Pacific Carbon Trust’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to Pacific Carbon Trust under this Agreement.

**Time**

1. Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

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**Conflicts among provisions**

1. Conflicts among provisions of this Agreement will be resolved as follows:
	1. a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
	2. a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

**Agreement not permit nor fetter**

1. This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from Pacific Carbon Trust or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by Pacific Carbon Trust or its agencies of any statutory, prerogative, executive or legislative power or duty.

**Remainder not affected by invalidity**

1. If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

**Further assurances**

1. Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

**Additional terms**

1. Any additional terms set out in the attached Schedule F apply to this Agreement.

**Governing law**

1. This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

**14 INTERPRETATION**

1. **In this Agreement:**
	1. “includes” and “including” are not intended to be limiting;

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1. unless the context otherwise requires, references to sections by number are to sections of this Agreement;
2. the Contractor and Pacific Carbon Trust are referred to as “the parties” and each of them as a “party”;
3. “attached” means attached to this Agreement when used in relation to a schedule;
4. unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
5. the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
6. “person” includes an individual, partnership, corporation or legal entity of any nature; and
7. unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

**15 EXECUTION AND DELIVERY OF AGREEMENT**

1. This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

|  |  |  |  |
| --- | --- | --- | --- |
|  | SIGNED on the \_\_\_\_\_ day |  | SIGNED on the \_\_\_\_\_ day |
|  | of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013 by the Contractor |  | of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2013 on behalf of Pacific |
|  | (or, if not an individual, on its behalf by its |  | Carbon Trust by its duly authorized |
|  | authorized signatory or signatories): |  | representative: |
|  |  |  |  |  |  |
|  | Signature(s) |  | Signature |
|  |  |  |  |  |  |
|  | Print Name(s) |  | Print Name |
|  |  |  |  |  |  |
|  | Print Title(s) |  | Print Title |
|  |  |  |  |  |  |

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**SCHEDULE A – SERVICES**

***Instructions are red and italicized. All instructions must be deleted prior to use of Schedules. A form of Schedule A must always be attached to the General Service Agreement.***

**PART 1. TERM:**

1**.** Subject to section 2 of this Part 1, the term of this Agreement commences on *Start Date* and ends on *End Date*.

1. ***Specify any option to extend the term here, or delete. Example:*** The agreement may be extended to up to three (3)additional one-year terms, at the sole discretion of Pacific Carbon Trust.

**PART 2.** **SERVICES:**

***Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.*** Services include…

**Outputs**

***Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language:*** The Contractor must…

**Inputs**

***Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language:*** TheContractor must…

**Outcomes**

***Expected results flowing from the contracted services.***

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

***Insert a list of outcomes here or insert*** See attached Outcomes. ***and attach list of outcomes in separate document labeled***

***“Outcomes” attached at the end of this Schedule.***

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

**Reporting requirements**

***Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs. Use mandatory language:*** The Contractor must…

**PART 3. RELATED DOCUMENTATION:**

***Add any scope-of-work documentation intended by the parties to be contractual. If no additional documentation is to be included state* Not applicable. *under Part 3., delete numbered paragraphs below, and move on to Part 4.***

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

***If physically attaching documentation use the following section 2 (documents listed as examples only) and delete section 2 below.***

1. The following are Appendices to this Schedule A:

**Appendix 1 – Solicitation document Appendix 2 – Proposal**

**Appendix 3 – *etc.***

***If incorporating documents by reference use the following section 2 and delete section 2 above.***

1. The following documentation is incorporated by reference into this Schedule A:

***Insert detailed description of relevant documentation and specify those pages or sections to be incorporated***

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**PART 4. KEY PERSONNEL:**

***If no Key Personnel state* Not applicable. *but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.***

1. The Contractor’s Key Personnel are as follows:

(a)

(b)

(c)

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**SCHEDULE B – FEES AND EXPENSES**

***A customized form of Schedule B is always attached to the GSA. Delete all red font instructions.***

**1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, ***$xx.*** per annum is the maximum amount which PacificCarbon Trust is obliged to pay to the Contractor for fees (exclusive of applicable taxes) and expenses under this Agreement.

1. **FEES: *Choose one or a combination of the following and delete the rest.***

**Daily Rate**

**Fees**: at a rate of ***$xx.*** per day (based on a day of ***x*** hours) for those days during the Term when the Contractor providesthe Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

**Hourly Rate**

**Fees**: at a rate of $***$xx.***per hour for those hours during the Term when the Contractor provides the Services.

**Rate per Unit/Deliverable**

**Fees**: at a rate of $ ***$xx.***for each [unit/deliverable] provided by the Contractor as Services during the Term up to ***xx*** [units/deliverables].

**Flat Rate**

**Fees**: $ ***$xx.***for performing the Services during the Term.

**3. EXPENSES:**

**Expenses**: ***If the Contractor is not to be paid for any expenses, delete paragraphs a. to c. below, delete Appendix A* *and its reference in the Table of Contents, and insert*** None.

1. travel, accommodation and meal expenses for travel greater than 32 kilometers away from *location* ***insert place in*** ***which Contractor is located or other agreed location*** on the same basis as Pacific Carbon Trust pays its Group IIemployees (see [Travel Allowances Schedule)](http://www.pacificcarbontrust.com/assets/Uploads/Open-Bids/PCT-Travel-Allowances-Schedule.pdf) when they are on travel status; and
2. the Contractor’s actual long distance telephone, fax, postage and other identifiable communication expenses; and
3. ***Describe here if any other type of expense permitted, or delete.*** other expenses

**4. STATEMENTS OF ACCOUNT:**

**Statements of Account**: In order to obtain payment of any fees and expenses under this Agreement for servicesreceived within any given month, or upon completion of an assignment (each a "Billing Period"), the Contractor must deliver to Pacific Carbon Trust a written statement of account in a form satisfactory to Pacific Carbon Trust containing:

1. the Contractor’s legal name and address;
2. the date of the statement, and the Billing Period to which the statement pertains, contract number and project number if applicable;
3. the Contractor’s calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period, accompanied by itemized chronological timesheets;
4. all (units/deliverables) provided during the Billing Period" for which the Contractor claims fees and a description of the applicable fee rates;

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1. a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable;
2. the Contractor’s calculation of any applicable taxes payable by Pacific Carbon Trust in relation to the Services for the Billing Period;
3. a description of this Agreement;
4. a statement number for identification; and
5. any other billing information reasonably requested by Pacific Carbon Trust.

**Statements of Account should be sent in electronic format to:** finance@pacificccarbontrust.com

Contact phone number: 250 588-9263

**5. PAYMENTS DUE:**

**Payments Due**: Within 30 days of our receipt of your written statement of account delivered in accordance with thisSchedule, we must pay the Contractor the fees (plus all applicable taxes) and expenses, claimed in the statement if they are in accordance with this Schedule.

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**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

***Approving subcontractors using Schedule C is optional.***

***If Pacific Carbon Trust agrees to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.***

***If not, then insert* Not applicable. *under the “Schedule C – Approved Subcontractor(s)” heading above.***

***Delete all red font instructions.***

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**SCHEDULE D – INSURANCE**

***Schedule D must be used without modification, unless Risk Management Branch has been consulted concerning the modification. Delete all red font instructions.***

1. The Contractor must, without limiting the Contractor’s obligations or liabilities and at the Contractor’s own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to Pacific Carbon Trust:
	1. Commercial General Liability in an amount not less than $2,000,000. inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
		1. include Pacific Carbon Trust as an additional insured,
		2. be endorsed to provide Pacific Carbon Trust with 30 days advance written notice of cancellation or material change, and
		3. include a cross liability clause;
2. All insurance described in section 1 of this Schedule must:
	1. be primary; and
	2. not require the sharing of any loss by any insurer of Pacific Carbon Trust.
3. The Contractor must provide Pacific Carbon Trust with evidence of all required insurance as follows:
	1. within 10 Business Days of commencement of the Services, the Contractor must provide to Pacific Carbon Trust evidence of all required insurance in the form of a completed [Pacific Carbon Trust Certificate of](http://www.pacificcarbontrust.com/assets/Uploads/Open-Bids/PCT-Insurance-Form.docx) [Insurance;](http://www.pacificcarbontrust.com/assets/Uploads/Open-Bids/PCT-Insurance-Form.docx)
	2. if any required insurance policy expires before the end of the Term, the Contractor must provide to Pacific Carbon Trust 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 Pacific Carbon Trust Certificate of Insurance; and
	3. despite paragraph (a) or (b) above, if requested by Pacific Carbon Trust at any time, the Contractor must provide to Pacific Carbon Trust certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor’s sole discretion.

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**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

***Schedule E is not required if the Agreement does not involve "personal information" ("personal information" as defined in the*** [***Freedom of Information and Protection of Privacy Act***](http://www.qp.gov.bc.ca/statreg/stat/F/96165_00.htm), ***means “recorded information about an identifiable individual other than contact information”) or, if it does involve personal information but Pacific Carbon Trust will not own or control that personal information. If Schedule E is required, copy from SCHEDULE E TEMPLATE; if Schedule E Is not required insert***

**Not applicable. *under the “Schedule E – Privacy Protection Schedule” heading above.***

***Delete all red font instructions.***

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**SCHEDULE F – ADDITIONAL TERMS**

***Adding additional terms using Schedule F is optional.***

***If additional terms are to be included in the Agreement, they must first be drafted or reviewed by legal counsel and then listed here.***

***If not, then insert* Not applicable. *under the “Schedule F – Additional Terms” heading above*.**

***Delete all red font instructions.***

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**SCHEDULE G – SECURITY SCHEDULE**

***Refer to GSA Schedule G Security Schedule PROCEDURES to determine if Schedule G is required.***

***If Schedule G is not applicable, then delete all of the Schedule and Appendix G and insert* Not applicable. *under the***

***“Schedule G- Security Schedule” heading above.***

***Delete all red font instructions.***

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**APPENDIX 1 –RFP**

***Attaching RFP document, or excerpts, is optional. If RFP is not attached, delete this Appendix. Delete all red font instructions.***

**Attached.**

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**APPENDIX 2 – RESPONSE TO RFP**

***Attaching RFP proposal document, or excerpts, is optional. If RFP proposal is not attached, delete this Appendix. Delete all red font instructions.***

**Attached.**

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