

Regional Contract FY13-14
Thompson Okanagan Tourism Association

Note: only confidential insurance information has been redacted.

Thompson Okanagan Tourism Association
TRANSFER UNDER AGREEMENT - Tourism Partnerships Programs

Contract # C13TOT033

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF JOBS, TOURISM AND INNOVATION
Tourism Partnerships Programs
TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 8th day of May, 2012

BETWEEN:

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

(the "Province", "we", "us" or "our", as applicable)

OF THE FIRST PART

AND:

THOMPSON OKANAGAN TOURISM ASSOCIATION, a society incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. 37345 and having its head office at 2280-D Leckie Road Kelowna BC V1X 6G6 (the "Region")

(the "Region", "you" or "your" as applicable)

OF THE SECOND PART

Whereas the Province provides funding to the Region to perform Services as set out in this Agreement;

And whereas the Region has represented that the Region has the skill and expertise necessary to perform the Services set out in this Agreement;

The parties agree as follows:

SECTION 1 - DEFINITIONS

1. Where used in this Agreement:

- (a) "Agreement" means the written agreement executed by the Province and the Region and is the aggregate of:
 - i) this Transfer Under Agreement including all schedules and appendices to this Transfer Under Agreement; and
 - ii) any and all addenda agreed to by the parties issued after the execution of, and

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pursuant to, this Transfer Under Agreement;

- (b) "Contract Price" means the total amount referred to in Part 3, paragraph 9 of Schedule "B" attached to this Agreement;
- (c) "Fiscal Year" means the period commencing on April 1st in one calendar year and ending on March 31st in the next calendar year;
- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Region as a direct result of this Agreement, but does not include property owned by the Region;
- (e) "Ministry" means the Province as represented by the Minister of Jobs, Tourism and Innovation;
- (f) "Operating Transfer" has the meaning set out in Schedule "A" attached to this Agreement;
- (g) "Services" means the services described in Schedule "A";
- (h) "Statement of Work" has the meaning described in Schedule "A"; and
- (i) "Term" means the term of the Agreement as stipulated in Schedule "A".

SECTION 2 - APPOINTMENT

- 2.01 The Province retains the Region to perform the Services during the Term.

SECTION 3 - PAYMENT OF THE CONTRACT PRICE

- 3.01 Subject to the provisions of this Agreement, the Province will pay the Region the financial assistance, in the amount and manner, and at the times set out in Schedule "B".
- 3.02 In order to obtain payment of any the financial assistance under this Agreement, you must submit to us a written statement of account (invoice) in a form satisfactory to us upon completion of the Services or at other times described in Schedule "A".
- 3.03 We may hold back payments payable to you under Schedule "B" until such time as you have completed in full and to the Province's satisfaction, the obligations set out in Schedule "A" that relate to those payments. Any amount so held back will be paid to you by not later than thirty (30) days following completion of those obligations.
- 3.04 Notwithstanding any other provision of this Agreement the payment of the Contract Price by the Province to the Region pursuant to this Agreement is subject to:

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- (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 Region falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

3.05 The Region must:

- (a) apply for any refund (generally in the form of Input Tax Credit) or remission of any tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement, and
- (b) on receipt of the refund or remission, comply with the requirements concerning the use, application or remittance of the refund or remission set out in Schedule "B".

SECTION 4 - REPRESENTATIONS AND WARRANTIES

4.01. The Region represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:

- (a) all information, financial statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are 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 fulfill its obligations under this Agreement;
- (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations;
- (d) if the Region is a corporation or society or partnership, it is registered and in good standing with BC Corporate Registry; and
- (e) it has the legal capacity to enter into this Agreement and to carry out the Services contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Region.

4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Region 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 Region under this Agreement.

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- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Region are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 5 - RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 The Region is recognized as, and will remain an independent organization responsible for its own Board of Directors and will act as a provincial representative of "Tourism BC" programs and not as an employee of the Province.
- 5.03 The Region will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.

SECTION 6 - REGION'S OBLIGATIONS

- 6.01 The Region will:
- (a) carry out the Services in accordance with the terms of this Agreement during the Term, regardless of the date of execution or delivery of this Agreement;
 - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) hire and retain only qualified staff to perform the Services;
 - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services.
 - (f) co-operate with the Province in making such public announcements regarding the Services and the details of this Agreement as the Province requests;
 - (g) acknowledge the financial contribution made by the Province to the Region for the Services in any Materials, by printing in the notes of the audited financial statements the following statement:

"We gratefully acknowledge the financial support of the Province of British Columbia.";
 - (h) ensure that the CEO effectively communicates the relevant terms and conditions of this Agreement to their staff responsible for the applicable delivery of Services; and

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- (i) provide sufficient advance notification to the Province's Regional Partnership Program Team Lead of the intent to include in Region's corporate communications, any reference of any of the Province's tourism programs for the purpose of awareness and ensure accuracy of content.
- 6.02 You must perform the Services to the highest standard of care, skill, and diligence that is expected of a regional representative for the Province of British Columbia.
- 6.03 You shall conduct yourself in a manner that does not, in our sole opinion, bring the Province of British Columbia into any disrepute, in the sole opinion of us, and you must abide by the business standards of the Province of British Columbia.

SECTION 7 - RECORDS

- 7.01 The Region will:
- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province;
 - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province; and
 - (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Region to deliver the Services or keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any Material.
- 7.02 The parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Region.

SECTION 8 - STATEMENTS AND ACCOUNTING

- 8.01 Upon the close of the fiscal year, the Region will provide financial statement(s) for the Region's last fiscal year, prepared by a recognized accounting firm, covering the Term of this Agreement, and the completed reports as outlined in Schedule "A" in form and content satisfactory to the Province.

SECTION 9 - CONFLICT OF INTEREST

- 9.01 The Region 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 Region to the Province under this Agreement and the obligations of the Region to such other person, or entity.

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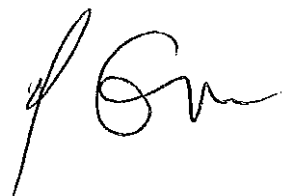
- 9.02 You must immediately disclose to us in writing without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

SECTION 10 - CONFIDENTIALITY

- 10.01 The Region will treat as confidential all information or Material supplied to or obtained by the Region, or any sub-contractor, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Region to fulfill its obligations under this Agreement.
- 10.02 All records submitted by the Region to the Province, including reports, are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* ("FIPPA"). All records created pursuant to the Agreement that are in the custody or control of the Province are subject to FIPPA.

SECTION 11 - DEFAULT

- 11.01 At the sole discretion of the Province of British Columbia, 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 or any judgment or order of any court or administrative or government, namely:
- (a) the Region fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Region in accepting this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Region pursuant to or as a result of this Agreement is untrue or incorrect;
 - (d) the Region ceases, in the opinion of the Province, to operate;
 - (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Region which, in the opinion of the Province, materially adversely affects the ability of the Region to fulfill its obligations under this Agreement;
 - (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Region;
 - (g) the Region becomes insolvent 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) is made by the Region;



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- (i) a receiver or receiver-manager of any property of the Region is appointed; or
- (j) the Region 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.

SECTION 12 – TERMINATION AND EXPIRATION

- 12.01 This Agreement will terminate on the date the Term ends as set out in Schedule “A”.
- 12.02 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its sole option, elect to do any one or more of the following:
- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the Region under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;
 - (c) suspend any installment of the Contract Price or any amount that is due to the Region while the Event of Default continues;
 - (d) waive the Event of Default; or
 - (e) pursue any other remedy available at law or in equity.
- 12.03 Termination of the Agreement - No Cause: The Province reserves the right to terminate the Agreement, for any reason, by giving at least ninety (90) days prior written notice to the Region.
- 12.04 Effect of Termination - Rights of the Province: The termination by the Province of the Region under this Agreement does not constitute a waiver of any of the above instances of termination, waive any rights or remedies the Province may have in the Agreement or otherwise at law. The Province is only obligated to pay for Services completed in connection with the Agreement up to and including the effective date of such termination. Termination does not relieve you from your warranties and other responsibilities relating to the Services performed or money paid, or both, up to and including the date of termination.
- 12.05 Termination or Expiry of Agreement - Duties of the Region: Upon termination or expiry of this Agreement, the Region must, at a minimum, in addition to other provisions in this Agreement:
- a) provide to us a final report of, and all other information reasonably requested by us pertaining to the Services;
 - b) return the Province’s Material and all other information, including, but not limited to, all signage, brochures, and promotional materials to the Province in accordance with this Agreement; and

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- c) return to us all other documents and records that are owed to the Province.
- 12.06 Reimbursement of Overpayments: Notwithstanding any other provision of this Agreement, in the event of expiry or earlier termination of this Agreement, any part of the Contract Price advanced by the Province to the Region that has not been spent for the purposes as set out in this Agreement, will be immediately be returned by the Region to the Province and this paragraph will survive the expiry or sooner termination of this Agreement.

SECTION 13 - INSURANCE AND INDEMNITY

- 13.01 During the Term of this Agreement, the Region will provide, maintain and pay for the insurance as specified in Schedule "D", which may be amended from time to time at the sole discretion of the Province.
- 13.02 Without limiting the provisions of subparagraph (c) of paragraph 6.01, the Region will comply with the Workers' Compensation legislation for the Province of British Columbia.
- 13.03 The Region will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, 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 of the Region, or of any agent, employee, officer, director or sub-contractor of the Region pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 14 - ASSIGNMENT AND SUB-CONTRACTING

- 14.01 The Region will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the Region under this Agreement; or
 - (b) sub-contract any obligation of the Region under this Agreement.
- 14.02 This Agreement will be binding upon the Province and its assigns and the Region, the Region's successors and permitted assigns.

SECTION 15 - NOTICES

- 15.01 Any notice by the Region to the Province as contemplated by this Agreement, to be effective, must be in writing and mailed, personally delivered, faxed, or electronically transmitted to the following address:

*Peter Harrison, Director, Partnership Marketing
Ministry of Jobs, Tourism and Innovation
300-1803 Douglas St.
Victoria BC V8T 5C3*



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peter.harrison@gov.bc.ca
fax: (250) 356-8246

- 15.02 Any notice by the Province to the Region as contemplated by this Agreement, to be effective, must be in writing and mailed, personally delivered, faxed or electronically transmitted to the following address:

*Board Chair
Thompson Okanagan Tourism Association
2280-D Leckie Road
Kelowna BC V1X 6G6
fax: (250) 860-9993*

- 15.03 Any notice from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed or sent electronically.
- 15.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 15.01 or 15.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 16 - NON-WAIVER

- 16.01 No term or condition of this Agreement and no breach by the Region of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province.
- 16.02 The written waiver by the Province or any breach by the Region of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 17 - ENTIRE AGREEMENT

- 17.01 This Agreement including the Schedules and Appendices constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 18 - SURVIVAL OF PROVISIONS

- 18.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.04, 3.05, 5.03, 7.01, 7.02, 10.01, 12.04 to 12.06, 13.03, 15.01 to 15.04 and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

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TRANSFER UNDER AGREEMENT - Tourism Partnerships Programs

SECTION 19 - MISCELLANEOUS

- 19.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 19.02 The Schedules in this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 19.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 19.04 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.
- 19.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia to or for anything related to the Services that by statute, the Region is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

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TRANSFER UNDER AGREEMENT - Tourism Partnerships Programs

- 19.06 Where the Region is a corporation or society, the Region warrants that the signatory has been duly authorized by the Region to execute this Agreement without corporate seal on behalf of the Region.
- 19.07 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 counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

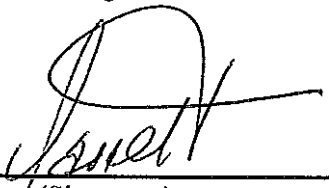
The parties hereto have executed this Agreement the day and year as set out below.

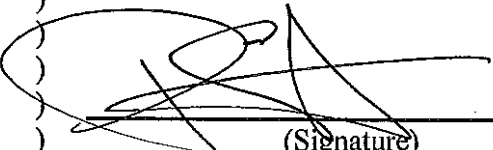
SIGNED AND DELIVERED by the
Region's Board Chair

SIGNED AND DELIVERED on behalf
of the Province by the Director,
Partnership Marketing

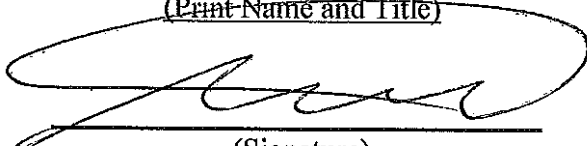
LOGRID JARROTT
(Print Name of Region's Board Chair)

PETER HARRISON
(Print Name of Director, Partnership
Marketing)


(Signature)


(Signature)

GLENN MANDZIUK
(Second authorized signatory if
required)
(Print Name and Title) **CEO**


(Signature)

May 14 2012
(Date)

May 22 / 12
(Date)

Thompson Okanagan Tourism Association
SCHEDULE “A”

SCHEDULE “A”

SERVICES

PART 1 - BACKGROUND AND OBJECTIVES:

1. The Province has a long standing relationship with the six tourism regions including this Region. Although these regions represent the Province in a number of capacities in accordance with agreements, these regions are independent organizations with their own boards and governances.
2. The Province and the Region anticipate mutual benefits to be derived from continued cooperation that will capitalize on complementary resources, improve access to strategic markets and contribute to attaining their common goals. The Region accepts the responsibility to represent the goals and objectives of the Province and its provincially - funded marketing programs and initiatives, as outlined in the Province’s *Service Plan*, provincial tourism strategy and goals and as communicated from time to time by Province’s staff.
3. The Region’s and the Province’s program staff pledge to conduct themselves in a respectful and cooperative manner to achieve the objectives of this Agreement.
4. The Province and the Region recognize that coordination of marketing and development activity with the private sector is beneficial to increasing the effectiveness of promoting tourism in the area serviced by the Region by maximizing the leverage of investment.
5. The Province’s program areas such as “Regional Travel Media Relations”, “Regional Travel Trade” and “Community Partnerships” will meet regularly with regional representatives to determine regional activities that will be funded by the Province.
6. In the event of a dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, the parties in the first instance are encouraged to resolve their differences through friendly consultations at the program level. Initially this will take place amongst the provincial and regional program level staff involved. If necessary, concerns will be escalated to include the Manager, Regional Partnerships; Regional CEO; along with the respective Program Area Team Lead and/or the related Director of the program area in question if not already engaged. In the unlikely event that it is necessary, further resolution may be sought via the inclusion of the Director, Partnership Marketing and Region’s Board Chair or Board Designate. A decision will be deemed final and rendered by the Director, Partnership Marketing upon reviewing all pertinent information from all parties.

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SCHEDULE “A”

7. This Schedule “A” includes 4 Statement of Work documents that are attached and further described in Part 2 – Guiding Principles of this Schedule “A”:
 - A) Regional Partnership Program;
 - B) Community Partnership Program;
 - C) Regional Travel Media Program; and
 - D) Regional Travel Trade Program.
8. In entering this Agreement, the Region will, in accordance with their own Constitution, By-Laws, and Governance Policies, be responsible for and ensure that the deliverables are executed as outlined in the attached Statement of Works.

PART 2:

A) Regional Partnership Program

1. The Province will provide certain funds described as an “Operating Transfer” to the Region to develop and execute a destination management plan including a marketing plan. This plan will be developed in conjunction with and under the direction of the Province, with final approval by the Province. The Province will provide funding to execute these marketing tactics.
2. The parties agree that the details of the Deliverables, Timelines, Standards of Performance (Evaluation and Reporting) are contained within the attached Statement of Work – Regional Partnership Program.

B) Community Partnership Program

3. The Province will provide certain funds described as an “Operating Transfer” to the Region to employ dedicated community representation with priority to fully support the “Community Partnership Program Plan” as described in the attached Statement of Work and ensure the deliverables described are achieved. The Province will provide funding to execute the tactics in the plan. This plan will be developed in conjunction with and under the direction of the Province, with final approval by the Province.
4. The parties agree that the details of the Deliverables, Timelines, Standards of Performance (Evaluation and Reporting) are contained within the attached Statement of Work – Community Partnership Program.

C) Regional Travel Media Program

5. The Province will provide certain funds described as an “Operating Transfer” to the Region to employ dedicated Travel Media Relations representation with priority to fully support the “Provincial Media Relations Plan” as described in the attached Statement of Work and ensure the deliverables are achieved. The Province will provide funding to

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SCHEDULE "A"

execute the tactics in this plan. This plan will be developed in conjunction with and under the direction of the Province, with final approval by the Province.

6. The parties agree that the details of the Deliverables, Timelines, Standards of Performance (Evaluation and Reporting) are contained within the attached Statement of Work – Regional Travel Media Program.

D) Regional Travel Trade Program

7. The Province will provide certain funds described as an "Operating Transfer" to the Region to employ dedicated travel trade representation with priority to fully support the "Provincial Travel Trade Plan" as described in the attached Statement of Work and ensure the deliverables are achieved. The Province will provide funding to execute the tactics in this plan. This plan will be developed in conjunction with and under the direction of the Province, with final approval by the Province.
8. The parties agree that the details of the Deliverables, Timelines, Standards of Performance (Evaluation and Reporting) are contained within the attached Statement of Work – Regional Travel Trade Program.

PART 3 - TERM

1. The term of this Agreement (the "Term") will, notwithstanding the date of execution and delivery of this Agreement, commence on **April 1, 2012** and will end on **July 31, 2013**. All activities and payments are to be completed by March 31, 2013 and reports completed by July 31, 2013.

Thompson Okanagan Tourism Association
Schedule "B"

TRANSFER UNDER AGREEMENT

SCHEDULE "B"

FINANCIAL ASSISTANCE

PART 1 – PROGRAM FEES

A) Regional Partnership Program Fees

1. Fees will be payable to the Region, in advance of the fulfillment of the obligations under the Regional Partnership Program Statement of Work, as follows:
 - a) Operating Transfer payment of \$34,317 on or after April 1st;
 - b) Operating Transfer payment of \$20,000, upon successful completion of the Regional Partnership Program Midyear Progress Report, on or after October 1st;
 - c) Regional Partnership Program payment, on or after April 1st;
 - d) Regional Partnership Program payment, on or after June 1st;
 - e) Regional Partnership Program payment, on or after October 1st;
 - f) Regional Partnership Program payment, on or after January 1st; and
 - g) the amount of payments under subparagraphs c) through f) of this paragraph will be invoiced by the Region on the basis of the Region's realistic estimate of the costs for related Services for the upcoming quarter of the fiscal year.
2. Notwithstanding paragraph 1 of this Schedule "B" in no event will the:
 - a) Regional Partnership Program Operating Transfer fees payable to the Region in accordance with paragraph 1 of this Schedule "B" exceed, in the aggregate, \$54,317; and
 - b) Regional Partnership Program fees payable to the Region in accordance with paragraph 1 of this Schedule "B" exceed, in the aggregate, \$762,680.

B) Community Partnership Program Fees

3. Fees will be payable to the Region, in advance for the fulfillment of all the obligations under the Community Partnership Program Statement of Work, as follows:
 - a) Community Partnership Program Operating Transfer payment of \$75,275 on or after April 1st;

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Schedule "B"

- b) Operating Transfer payment of \$75,275, upon successful completion of the Community Partnership Program Midyear Progress Report, on or after October 1st;
 - c) Community Partnership Program payment, on or after April 1st;
 - d) Community Partnership Program payment, on or after October 1st; and
 - e) the amount of payments under subparagraphs c) through d) of this paragraph will be invoiced by the Region on the basis of the Region's realistic estimate of the costs for related Services for the upcoming half of the fiscal year.
4. Notwithstanding paragraph 3 of this Schedule "B" in no event will the:
- a) Community Partnership Program Operating Transfer fees payable to the Region in accordance with paragraph 3 of this Schedule "B" exceed, in the aggregate, \$150,550; and
 - b) Community Partnership Program fees payable to the Region in accordance with paragraph 3 of this Schedule "B" exceed, in the aggregate, \$300,000.
- C) Regional Travel Media Program Fees and Regional Travel Trade Program Fees**
5. Fees will be payable to the Region, in advance of the fulfillment of all the obligations under the Regional Travel Media Program and the Regional Travel Trade Program Statements of Work, as follows:
- a) Regional Travel Media and Travel Trade Operating Transfer payment of \$55,000, on or after April 1st;
 - b) Regional Travel Media and Travel Trade Operating Transfer payment of \$55,000, on or after October 1st, upon the successful completion of the Regional Travel Media and Travel Trade Program Midyear Progress Reports;
 - c) Regional Travel Media and Travel Trade Program payments, on or after April 1st;
 - d) Regional Travel Media and Travel Trade Program payments, on or after June 1st;
 - e) Regional Travel Media and Travel Trade Program payments, on or after October 1st;
 - f) Regional Travel Media and Travel Trade Program payments, on or after January 1st; and
 - g) the amount of payments under subparagraphs c) through f) of this paragraph will be invoiced by the Region on the basis of the Region's realistic estimate of the costs for related Services for the upcoming quarter of the fiscal year.

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Schedule "B"

6. Notwithstanding paragraph 5 of this Schedule "B" in no event will the:
 - a) Regional Travel Media and Travel Trade Operating Transfer fees payable to the Region in accordance with paragraph 5 of this Schedule "B" exceed, in the aggregate, \$110,000; and
 - b) Regional Travel Media and Travel Trade Program fees payable to the Region in accordance with paragraph 5 of this Schedule "B" exceed, in the aggregate, \$100,000.
7. Fees will be payable to the Region, in arrears, upon receipt and approval by the Province of invoices and copies of related receipts as set out in Task 2 of the Regional Travel Media Program Statement of Work and Task 2 of the Regional Travel Trade Program Statement of Work in Schedule "A", not to exceed, in the aggregate, \$100,000.

PART 2 – REFUNDS

- 8.. In accordance with paragraph 3.05 of the Agreement, all such refunds or remissions obtained by the Region must be applied to the provision of the Services, set out in Schedule "A" or performance of any other obligation of the Region under this Agreement in respect of those Services.

Thompson Okanagan Tourism Association
Schedule "B"

PART 3 - PAYMENT OF FINANCIAL ASSISTANCE

9. The total, maximum amount payable by us under this Agreement for fees and expenses for the Fiscal Year during the Term will not exceed CAD \$ 1,577,547.00 outlined as follows:

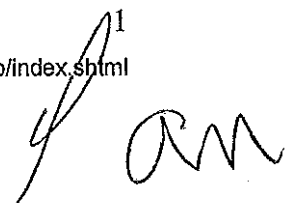
	Program				Maximum Amount
Operating Transfer		April 1 (on or after)	Oct. 1 (on or after)	Total	
	Regional Partnership	\$ 34,317	\$ 20,000	\$ 54,317	
	Community Partnership	\$ 75,275	\$ 75,275	\$150,550	
	Regional Travel Media	\$ 27,500	\$ 27,500	\$ 55,000	
	Regional Travel Trade	<u>\$ 27,500</u>	<u>\$ 27,500</u>	<u>\$ 55,000</u>	
Sub Total		\$164,592	\$150,275	\$314,867	\$314,867
Program Fees					
	Tourism Partners			\$762,680	\$762,680
	Community Tourism Opportunities				\$300,000
	Regional Travel Media Program and Regional Travel Trade				\$100,000
	Familiarization Tour Funding				<u>\$100,000</u>
Total					\$1,577,547

SCHEDULE "D"

INSURANCE

1. The Region shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia or Canada and in forms and amounts acceptable to the Province:
 - a) Commercial General Liability in an amount not less than [REDACTED]
[REDACTED] This insurance shall be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
 - b) Automobile Liability on all vehicles owned, operated or licensed by the Region in an amount not less than [REDACTED]
2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province.
3. The Region shall provide the Province with evidence of all required insurance prior to the commencement of the Services, and from time to time as requested by the Province, in the form of a completed Province of British Columbia Certificate of Insurance. When requested by the Province, the Region shall provide certified copies of required insurance policies.

May 8, 2012

1




CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250-356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 8V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) Ministry of Jobs, Tourism and Innovation		AGREEMENT IDENTIFICATION NO. C13T0T033
PROVINCE'S CONTACT PERSON NAME & TITLE Michael Abe, Regional Marketing Coordinator		PHONE NO. 250-356-5648
MAILING ADDRESS 1803 Douglas St. 3 rd Floor Victoria BC		FAX NO. 250-356-8246
CONTRACTOR NAME Thompson Okanagan Tourism Association		POSTAL CODE V8T 5C3
CONTRACTOR ADDRESS 2280-D Leckie Road Kelowna BC		POSTAL CODE V1X 6G6

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME THOMPSON OKANAGAN TOURISM ASSOCIATION		
	ADDRESS 2280-D LECKIE RD. KELOWNA BC		POSTAL CODE V1X 6G6
OPERATIONS INSURED	PROVIDE DETAILS TOURISM PROMOTION & INSPECT VACATION PROPERTY		
TYPE OF INSURANCE List each separately	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
COMMERCIAL GENERAL LIABILITY			

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKER (PRINT) Western Financial Group LAK	ADDRESS 119-9685 HIGHWAY 97N. LAKE COUNTRY BC V4V 1P5	PHONE NO.
NAME OF AUTHORIZED AGENT OR BROKER (PRINT) ALBERT E. THOMAS	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) Albert E. Thomas	DATE SIGNED May 17 2013

[Handwritten signature]

Thompson Okanagan Tourism Association
Schedule "F"

TRANSFER UNDER AGREEMENT

SCHEDULE "F"

Trademark License Agreement

THIS AGREEMENT made the 8th day of May, 2012 (the "Effective Date").

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Jobs, Tourism and Innovation (the "Province")

AND:

Thompson Okanagan Tourism Association, a society incorporated under the laws of the Province of British Columbia (Certificate of Incorporation No. 37345) and having its head office at 2280-D Leckie Road Kelowna BC V1X 6G6
(the "Licensee")

BACKGROUND:

- A. The Province has registered certain Trademarks pursuant to the *Trade-marks Act* (Canada).
- B. The Licensee wishes to obtain from the Province and the Province wishes to grant to the Licensee a license to use those Trademarks on the terms and conditions contained in this Agreement.

IN CONSIDERATION OF the mutual promises set out below, the parties agree as follows:

- 1. The term of this Agreement will commence on the Effective Date and will end on the anniversary of that date unless sooner terminated in accordance with this Agreement or renewed by the Province in writing (the "Term").
- 2. The Province is the owner of the full right, title and interest in and to the registered Canadian trademarks referred to in paragraph 4 hereof (the "Trademarks") and, with the exception of the rights being licensed hereunder, all other rights relating thereto are expressly reserved by the Province.
- 3. The Province hereby grants to the Licensee for the Term, subject to the terms and conditions contained in this Agreement, a non-exclusive right and license to use the Trademarks worldwide.

4. The following Trademarks are licensed to the Licensee pursuant to this Agreement:
- (a) SUPER, NATURAL BRITISH COLUMBIA, Registration No. TMA577,920
 - (b) Registration No. 85029165



SUPER, NATURAL
BRITISH COLUMBIA®

CANADA

- (c) SUPER, NATURAL, Registration No. TMA663,207
- (d) HELLO BC, Registration No. TMA533,841

and such Trademarks are licensed to the Licensee for use only in association with the promotion of tourism and the provision of tourism information (the "Licensed Services") and such other wares or services as may be specifically designated in writing from time to time by the Province.

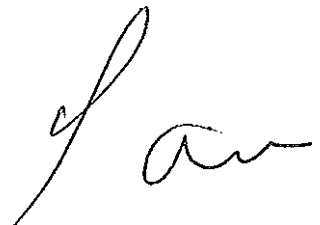
- 5. Any and all prior agreements between the Province and the Licensee, whether written or oral, relating to the licensing of all or part of the Trademarks or any of the Province's trademarks, are hereby revoked, and the provisions of this Agreement alone shall be determinative of the conditions pursuant to which the Licensee shall be licensed to use the Trademarks. The Licensee acknowledges that all use of the Trademarks to date has been subject to the approval of and licensed by the Province.
- 6. The Licensee shall only use the Trademarks in accordance with this Agreement and in accordance with the Graphic Standards Manual distributed by the Province to the Licensee from time to time. The Licensee agrees to comply with the Graphic Standards Manual and acknowledges that it forms a part of this Agreement.
- 7. The Licensee shall not have the right to sublicense the use of the Trademarks to any other party.
- 8. As and where directed by the Province, the Licensee will give public notice of the fact that its use of the Trademarks is a licensed use, and identifying the Province as the owner of the Trademarks in the following manner: "Trademarks owned by the Province of British Columbia and used under license."
- 9. The Licensee hereby acknowledges the Province's ownership of the Trademarks and the goodwill relating thereto and agrees not to use the Trademarks in a manner not authorized under this Agreement.
- 10. The Licensee agrees that its usage of the Trademarks shall at all times be under the control of the Province and the Licensee agrees to cooperate with the Province in facilitating the exercise of such control by the Province. Without limiting the generality

of the foregoing, the Licensee agrees to adhere to the standards governing the character or quality of the Licensed Services as dictated from time to time by the Province and further agrees that the Province has the right to review the manner in which the Licensed Services are rendered by the Licensee, and specimens of the Licensee's usage of the Trademarks, from time to time.

11. The Licensee acknowledges and agrees that all use of the Trademarks by the Licensee shall be deemed to be use by the Province and all the benefit and goodwill associated with such use will at all times enure entirely to the Province. The Licensee hereby absolutely and irrevocably assigns to the Province all right, title and interest throughout the world that it may now have or may later acquire in the Trademarks, including all related goodwill, other than the Licensee's rights to use the Trademarks provided under this Agreement.
12. The Licensee agrees to indemnify and hold harmless the Province from and against all losses, claims, damages, actions, causes of action, costs and expenses made against or incurred, suffered or sustained by the Province at any time or times (whether before or after the expiration or sooner termination of this Agreement), where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Licensee in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province.
13. The Licensee is an independent contractor and it shall not hold itself out in using the Trademarks as having any different relationship with the Province.
14. The Licensee shall not use any of the Trademarks (or any part thereof) as part of the Licensee's trade name, firm name or corporate name without the prior approval in writing of the Province and all such approved use, if any, from time to time is governed by the terms of this Agreement.
15. The Licensee will not do anything or omit to do anything that might impair, jeopardize, violate, or infringe the Trademarks or the Province's interest in the Trademarks or any other marks owned by the Province, including but not limited to:
 - (a) opposing, contesting or in any other manner challenging the ownership, validity or goodwill of the Trademarks or the Province's interest in the Trademarks; and
 - (b) claiming, using, displaying, reproducing or applying to register any trade-mark, trade name, domain name, copyright or design that incorporates, is identical to or confusing with any of the Trademarks, or that is derived from or based on any of the Trademarks; and

the Licensee will not assist, permit or encourage any other person or entity to do any of the foregoing.

16. The Province may terminate this Agreement at any time upon written notice of at least 30 days to the Licensee.
17. In addition to all other remedies available to it in law or in equity, the Province, may at its sole option immediately terminate this Agreement effective upon written notice of termination to the Licensee in the event that:

A handwritten signature in black ink, appearing to be 'J. A.', is located in the bottom right corner of the page.

- (a) the Licensee is in breach of any material provision of this Agreement and such breach continues to exist after ten business days from the date of the giving by the Province of notice of that breach in writing to the Licensee; or
 - (b) the Licensee ceases or threatens to cease carrying on its business or a resolution is passed for the winding up or liquidation of the Licensee, a petition is filed or an order is made for the winding up or liquidation of the Licensee, the Licensee becomes insolvent, or any proceedings are commenced in respect of the Licensee under bankruptcy or creditors arrangements legislation, as applicable.
18. The Licensee represents and warrants to the Province that:
- (a) it has the power and capacity to enter into this Agreement, to grant the rights set out in this Agreement and to perform and comply with each and every term and condition of this Agreement;
 - (b) the execution of this Agreement by the person representing it will be sufficient to render the Agreement binding upon it;
 - (c) the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it of, or a default by it under, any statute, bylaw, or regulation of Canada, the Province of British Columbia or any foreign jurisdiction applicable to or binding on it; its constating documents; or any contract or agreement to which it is a party;
 - (d) 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 operations or its ability to fulfil its obligations under this Agreement; and
 - (e) it is not in breach of any statute, regulation, or bylaw, duly enacted by any level of government or any agency of government, that are required by law to conduct its business.
19. All notices and other communications that the parties give each other in connection with this Agreement will be in writing and be delivered by hand, courier, or facsimile transmission to the recipient at that party's address, or facsimile number set out below, or to such other contact person or at such other address, or facsimile number as either party may advise the other in writing from time to time. Such notices and other communications will be deemed given upon personal delivery or acknowledgement of receipt of electronic transmission, one day after deposit with a nationally recognized overnight courier, or five days after deposit in the postal mail:

If to the Province:

Partnership Marketing
Ministry of Jobs, Tourism and Innovation
300-1803 Douglas St.
Victoria BC V8T 5C3
Attn: Peter Harrison, Director, Partnership Marketing
Fax: 250-356-8246 peter.harrison@gov.bc.ca

A handwritten signature in black ink, appearing to be 'P. Harrison', is located in the bottom right corner of the page.

If to the Licensee:

Thompson Okanagan Tourism Association
2280-D Leckie Road
Kelowna BC V1X 6G6
Attn: Board Chair
Fax: 250-860-9993

20. Unless the parties otherwise agree, all disputes arising out of or in connection with, this Agreement will be referred to and finally resolved by binding arbitration pursuant to the British Columbia Commercial Arbitration Act, R.S.B.C. 1996, c. 55, and the place of such arbitration will be Victoria, British Columbia.
21. No provision of this Agreement and no breach by the Licensee of any such provision will be considered to have been waived unless such waiver is in writing by the Province.
22. The written waiver by the Province of any breach by the Licensee of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the Licensee of the same or any other provision of this Agreement.
23. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, estates, executors, administrators, legal representatives, successors and permitted assigns.
24. This Agreement and the rights granted herein may not be assigned or sublicensed by the Licensee and may only be modified as expressly provided herein or otherwise by written agreement signed by both parties.
25. Each of the parties will, upon the reasonable request of the other parties, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
26. All provisions of this Agreement in favour of the Province and all rights and remedies of the Province, either in law or equity, will survive the expiration or sooner termination of this Agreement.
27. If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance this Agreement would fail in its essential purpose.
28. Time is of the essence in this Agreement.
29. This Agreement and all related matters will be governed by, and construed in accordance with, the laws of British Columbia and the federal laws of Canada applicable in British Columbia.

30. This Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax or electronically.

AGREED by the parties through their duly authorized signatories on the dates below.

For, and on behalf of the **LICENSEE**

For, and on behalf of **HER MAJESTY THE
QUEEN IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA**, as represented by
the Minister of Jobs, Tourism and Innovation

Sign

Sign

INGRID JARRET
Print Name

PETER ARMSTRONG
Print Name

Chair of the board
Title

DIRECTOR
Title **PARTNERSHIP MARKETING**

Witness Signature

Witness Signature

Date

Date

Gr



TourismBC

August 20, 2012

Forwarded by e-mail

Glenn Mandziuk
Chief Executive Officer
Thompson Okanagan Tourism Association
2280-D Leckie Road
Kelowna BC V1X 6G6

Dear Glenn,

This letter is to notify you and the Board of the Thompson Okanagan Tourism Association that the Ministry of Jobs, Tourism and Innovation is pleased to provide your association with \$20,000 for the marketing activities for the recovery efforts due to the flooding disasters in the Sicamous region.

Please print two copies of the agreement, have them both signed by your board chair and yourself and return them to our office for final signature – a file copy will be forwarded to you at that time.

Should you have any questions, please feel free to contact me directly.
Thank you.

A handwritten signature in black ink, appearing to be "P. Harrison".

Peter Harrison
Director, Partnership Marketing
Ministry of Jobs, Tourism and Innovation

AMENDING AGREEMENT #1

THIS AMENDING AGREEMENT #1 is made the 20th day of August, 2012.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Jobs, Tourism and Innovation (MJTI), (the "Province")

AND:

THOMPSON OKANAGAN TOURISM ASSOCIATION, a society incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. 37345 and having its head office at 2280-D Leckie Road Kelowna BC V1X 6G6 (the "Region")

WHEREAS:

- A. The Province and the Region entered into the following agreement
 - (i) Tourism Partnerships Programs TRANSFER UNDER AGREEMENT C13TOT033 on May 8th, 2012collectively, the "Original Agreement";
- B. The Province and the Region wish to amend the Original Agreement on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the sum of One Dollar and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

1. Schedule B Financial Assistance Part 1 Program Fees A) Regional Partnership Program Fees Paragraph 1 is amended by adding \$20,000 for the purposes of incremental marketing activities.
2. Time will remain of the essence of the Original Agreement, as amended by this Amending Agreement #1
3. The Original Agreement, as amended by this Amending Agreement #1, is ratified and confirmed.

AMENDING AGREEMENT #1

4. Notwithstanding the date of execution or delivery of this Amending Agreement #1, this Amending Agreement #1 will be effective as of August 20, 2012 in accordance with its terms.
5. This Amending Agreement #1 may be entered into by each party signing a separate copy of this Amending Agreement #1 (including a photocopy or faxed copy) and delivering it to the other party by fax or by email in scanned PDF format.

IN WITNESS WHEREOF the parties have executed this Amending Agreement #1 as of the date first above written.

SIGNED on behalf of Her Majesty)
the Queen in right of the Province)
of British Columbia by a duly
authorized representative of the
Minister of Jobs, Tourism and
Innovation in the presence of:)

(Witness)

For the Minister of Jobs, Tourism and
Innovation)

[THOMPSON OKANAGAN TOURISM ASSOCIATION]

By: _____

CEO - Authorized Signatory)

[THOMPSON OKANAGAN TOURISM ASSOCIATION]

By: _____

Board President or Chair - Authorized Signatory)



TourismBC

March 11, 2013

Forwarded by e-mail

Ingrid Jarrett
Chair
Thompson Okanagan Tourism Association
2280-D Leckie Road
Kelowna, British Columbia V1X 6G6

Dear Ingrid,

This letter is to notify you and the Board of the Thompson Okanagan Tourism Association that the Ministry of Jobs, Tourism and Skills Training is pleased to provide your association with a one year extension to your current Transfer Under Agreement.

Please find attached a copy of the amended agreement. Could you please print two copies, have them both signed by your President & Chief Executive Officer and yourself and return them to our office for final signature – a file copy will be forwarded to you at that time.

We look forward to continuing our partnership with the Thompson Okanagan Tourism Association in building tourism revenue in the Thompson Okanagan region.

Should you have any questions, please feel free to contact me directly.

Thank you.

A handwritten signature in black ink, appearing to be "P. Harrison".

Peter Harrison
Director, Partnership Marketing
Ministry of Jobs, Tourism and Skills Training

cc: Glenn Mandziuk, President & Chief Executive Officer
Thompson Okanagan Tourism Association

AMENDING AGREEMENT #2

THIS AMENDING AGREEMENT #2 is made the 11th Day of March, 2013.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Jobs, Tourism and Skills Training (MJTST), (the "Province")

AND:

THOMPSON OKANAGAN TOURISM ASSOCIATION, a society incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. 37345 and having its head office at 2280-D Leckie Road Kelowna BC V1X 6G6 (the "Region")

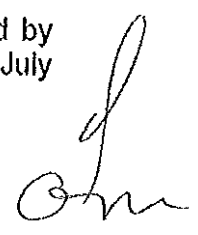
WHEREAS:

- A. The Province and the Region entered into the following agreement
 - (i) Tourism Partnerships Programs TRANSFER UNDER AGREEMENT C13TOT033, dated May 8th, 2012, and
 - (ii) Tourism Partnerships Programs TRANSFER UNDER AGREEMENT C13TOT033 Amendment #1, dated August 20, 2012collectively, the "Original Agreement";
- B. The Province and the Region wish to amend the Original Agreement on the terms and conditions hereinafter set forth.

The Province of British Columbia is issuing this contract, but subsequently the contract may be assigned to any agency or crown corporation that is created by the Province for tourism purposes.

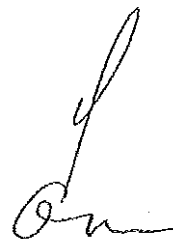
NOW THEREFORE in consideration of the sum of One Dollar and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

1. The parties acknowledge and agree that any references to "Ministry of Tourism and Innovation" are replaced by "Ministry of Jobs, Tourism and Skills Training".
2. The revised Term of the Agreement is April 1, 2012 to July 31, 2014.
3. For fiscal year 2014 Schedule A Services Part 3 Term 1) is amended by deleting "will end on July 31, 2013" and substituting therefor "will end on July 31, 2014".



AMENDING AGREEMENT #2

4. For fiscal year 2014 Schedule A Services Part 3 Term 1) is amended by deleting "completed by March 31, 2013 and reports completed by July 31, 2013" and substituting therefor "completed by March 31, 2014 and reports completed by July 31, 2014".
5. The revised total aggregate value of the Agreement is \$3,375,094.00.
6. Schedule B Financial Assistance is amended by adding the attached Schedule B-1 specific for FY 13-14.
7. Statements of Work for Regional Partnerships, Community Partnerships, Travel Media and Travel Trade are amended by adding the attached FY13-14 Statements of Work specific to FY 13-14.
8. Time will remain of the essence of the Original Agreement, as amended by this Amending Agreement #2
9. The Original Agreement, as amended by this Amending Agreement #2, is ratified and confirmed.

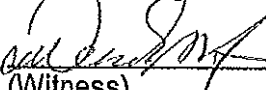
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AMENDING AGREEMENT #2

10. Notwithstanding the date of execution or delivery of this Amending Agreement #2, this Amending Agreement #2 will be effective as of April 1, 2013 in accordance with its terms.
11. This Amending Agreement #2 may be entered into by each party signing a separate copy of this Amending Agreement #2 (including a photocopy or faxed copy) and delivering it to the other party by fax or by email in scanned PDF format.

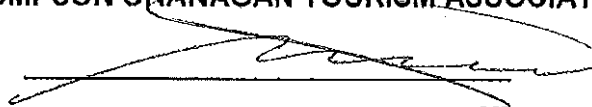
IN WITNESS WHEREOF the parties have executed this Amending Agreement #2 as of the date first above written.

SIGNED on behalf of Her Majesty)
the Queen in right of the Province)
of British Columbia by a duly)
authorized representative of the)
Minister of Jobs, Tourism and)
Skills Training in the presence of:)


(Witness)

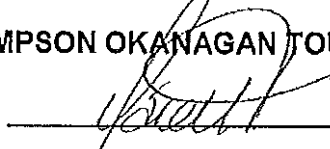

For the Minister of Jobs, Tourism and)
Skills Training

[THOMPSON OKANAGAN TOURISM ASSOCIATION]

By: 

President & Chief Executive Officer - Authorized Signatory)

[THOMPSON OKANAGAN TOURISM ASSOCIATION]

By: 

Board President or Chair - Authorized Signatory)



**THOMPSON OKANAGAN TOURISM ASSOCIATION
TRANSFER UNDER AGREEMENT
SCHEDULE "B-1"
FINANCIAL ASSISTANCE FY 2013-14**

PART 1 – PROGRAM FEES

A) Regional Partnership Program Fees

1. Fees will be payable to the Region, in advance of the fulfillment of the obligations under the Regional Partnership Program Statement of Work, as follows:
 - a) Operating Transfer payment of \$234,317 on or after April 1, 2013;
 - b) Operating Transfer payment of \$20,000, upon successful completion of the Regional Partnership Program Midyear Progress Report, on or after November 1, 2013;
 - c) Regional Partnership Program payment, on or after April 1, 2013;
 - d) Regional Partnership Program payment, on or after June 1, 2013;
 - e) Regional Partnership Program payment, on or after October 1, 2013;
 - f) Regional Partnership Program payment, on or after January 1, 2014; and
 - g) the amount of payments under subparagraphs c) through f) of this paragraph will be invoiced by the Region on the basis of the Region's realistic estimate of the costs for related Services for the upcoming quarter of the fiscal year.
2. Notwithstanding paragraph 1 of this Schedule "B-1" in no event will the:
 - a) Regional Partnership Program Operating Transfer fees payable to the Region in accordance with paragraph 1 of this Schedule "B-1" exceed, in the aggregate, \$254,317; and
 - b) Regional Partnership Program fees payable to the Region in accordance with paragraph 1 of this Schedule "B-1" exceed, in the aggregate, \$762,680.

B) Community Partnership Program Fees

3. Fees will be payable to the Region, in advance for the fulfillment of all the obligations under the Community Partnership Program Statement of Work, as follows:
 - a) Community Partnership Program Operating Transfer payment of \$75,275 on or after April 1, 2013;

Thompson Okanagan Tourism Association
TRANSFER UNDER AGREEMENT
Schedule "B-1"

- b) Operating Transfer payment of \$75,275, upon successful completion of the Community Partnership Program Midyear Progress Report, on or after November 1, 2013;
 - c) Community Partnership Program payment, on or after April 1, 2013;
 - d) Community Partnership Program payment, on or after November 1, 2013; and
 - e) the amount of payments under subparagraphs c) through d) of this paragraph will be invoiced by the Region on the basis of the Region's realistic estimate of the costs for related Services for the upcoming half of the fiscal year.
4. Notwithstanding paragraph 3 of this Schedule "B-1" in no event will the:
- a) Community Partnership Program Operating Transfer fees payable to the Region in accordance with paragraph 3 of this Schedule "B-1" exceed, in the aggregate, \$150,550; and
 - b) Community Partnership Program fees payable to the Region in accordance with paragraph 3 of this Schedule "B-1" exceed, in the aggregate, \$300,000.
- C) Regional Travel Media Program Fees and Regional Travel Trade Program Fees**
5. Fees will be payable to the Region, in advance of the fulfillment of all the obligations under the Regional Travel Media Program and the Regional Travel Trade Program Statements of Work, as follows:
- a) Regional Travel Media and Travel Trade Operating Transfer payment of \$55,000, on or after April 1, 2013;
 - b) Regional Travel Media and Travel Trade Operating Transfer payment of \$55,000, on or after November 1, 2013, upon the successful completion of the Regional Travel Media and Travel Trade Program Midyear Progress Reports;
 - c) Regional Travel Media and Travel Trade Program payments, on or after April 1, 2013;
 - d) Regional Travel Media and Travel Trade Program payments, on or after June 1, 2013;
 - e) Regional Travel Media and Travel Trade Program payments, on or after October 1, 2013;
 - f) Regional Travel Media and Travel Trade Program payments, on or after January 1, 2014; and

Thompson Okanagan Tourism Association
TRANSFER UNDER AGREEMENT
Schedule "B-1"

- g) the amount of payments under subparagraphs c) through f) of this paragraph will be invoiced by the Region on the basis of the Region's realistic estimate of the costs for related Services for the upcoming quarter of the fiscal year.
6. Notwithstanding paragraph 5 of this Schedule "B-1" in no event will the:
- a) Regional Travel Media and Travel Trade Operating Transfer fees payable to the Region in accordance with paragraph 5 of this Schedule "B-1" exceed, in the aggregate, \$110,000; and
 - b) Regional Travel Media and Travel Trade Program fees payable to the Region in accordance with paragraph 5 of this Schedule "B-1" exceed, in the aggregate, \$100,000.
7. Fees will be payable to the Region, in arrears, upon receipt and approval by the Province of invoices and copies of related receipts as set out in Task 2 of the Regional Travel Media Program Statement of Work and Task 2 of the Regional Travel Trade Program Statement of Work in Schedule "A", not to exceed, in the aggregate, \$100,000.

PART 2 – REFUNDS

- 8.. In accordance with paragraph 3.05 of the Agreement, all such refunds or remissions obtained by the Region must be applied to the provision of the Services, set out in Schedule "A" or performance of any other obligation of the Region under this Agreement in respect of those Services.

Thompson Okanagan Tourism Association
TRANSFER UNDER AGREEMENT
Schedule "B-1"

PART 3 - PAYMENT OF FINANCIAL ASSISTANCE

9. The total, maximum amount payable by us under this Agreement for fees and expenses for the Fiscal Year 2013-14 will not exceed CAD \$ 1,777,547.00 outlined as follows:

	Program				Maximum Amount
Operating Transfer		April 1, 2013 (on or after)	Nov. 1, 2013 (on or after)	Total	
	Regional Partnership	\$ 234,317	\$ 20,000	\$ 254,317	
	Community Partnership	\$ 75,275	\$ 75,275	\$150,550	
	Regional Travel Media	\$ 27,500	\$ 27,500	\$ 55,000	
	Regional Travel Trade	<u>\$ 27,500</u>	<u>\$ 27,500</u>	<u>\$ 55,000</u>	
Sub Total		\$364,592	\$150,275	\$514,867	\$514,867
Program Fees					
	Tourism Partners			\$762,680	\$762,680
	Community Tourism Opportunities				\$300,000
	Regional Travel Media Program and Regional Travel Trade				\$100,000
	Familiarization Tour Funding				<u>\$100,000</u>
Total					\$1,777,547

**REGIONAL PARTNERSHIP PROGRAM
FY 13-14 STATEMENT OF WORK**

Program Area Team Lead: Wendy Magnes

Background and Objectives

A1.1 Title: Regional Partnership Program

A1.2 Introduction:

The Tourism Partners Program under the Regional Partnership Program is a long standing cooperative marketing program that is the cornerstone of the Region's marketing activities. Marketing projects are divided into key products which include Touring, Golf, Ski, Fishing, Adventure, Festival & Events, and Meetings & Incentive. The projects are also divided into the target markets which include BC, Canadian Regional, Other Canada, US Regional, California, Other US, Europe and Asia Pacific.

The Region will market to BC, Canadian Regional and US Regional markets and provide support to provincial marketing initiatives in other markets in accordance with the provincial 5 year tourism strategy and goals and as communicated from time to time by the Province's staff.

The Region will execute cooperative marketing projects with regional stakeholders. These projects will include consumer publications, advertising through various media: eg. TV, radio, newspapers and magazines, attending or stakeholders attending consumer shows, on-line activities, direct mail and research initiatives.

A1.3 Estimated Value:

The Region has been allocated an amount specified in Schedule "B-1" that will be used to leverage funding from stakeholders for the marketing projects outlined in the regional marketing plan as well as funding for operations.

Thompson Okanagan Tourism Association
FY 13-14 Statements of Work

A1.4 Acronyms:

The following language might be used in this FY13-14 Statement of Work:

DMO - Destination Marketing/Management Organization

MJST - Ministry of Jobs, Tourism and Skills Training

FAM - Familiarization Tour

SOW - Statement of Work

RepRecon - Reconciliation Report

SWOT- Strengths, Weaknesses, Opportunities and Threats

Requirements:

A2.1 Deliverables, Timelines, Standards of Performance, Evaluation and Reporting:

Table 2.1 Program Area: Regional Partnership Program

1) General - Business Review

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
Using the business review template, the Region must submit an analysis of their business environment and SWOT.	5 %	September 15	Regional Partnership team will review and provide approval upon completion to the satisfaction of the Province.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
- Submitted on time - Insightful	Achieved Not achieved		

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• Followed the template • Corrections made in timely fashion			
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2) General – Development of Regional Destination Management Plan

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
The Region will work with the Province to develop a Regional Destination Management Plan.	5 %	Ongoing	Regional Partnership team will review and provide approval upon completion to the satisfaction of the Province.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	NOTES
• Submitted on time • Insightful • Corrections made in timely fashion	Achieved Not achieved		

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FY 13-14 Statements of Work

3) General - Audited Financial Statements

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
The Region must submit draft Audited Financial Statements, in form and content satisfactory to the Province as outlined in Appendix III, for the fiscal year of the Region that ends within the period contemplated by this Agreement.	10 %	July 4 following the close of the fiscal year.	The Province will review and acknowledge and comment on the financial position of the Region if necessary.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
- Completed and submitted on time - Followed the template - Region was fiscally responsible	Achieved Not achieved		

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4) General - Compliance Audit Reports

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
The Region must submit an opinion from the auditors of the Region that the Region is in compliance with the specific items included in the templates in Appendix III.	5 %	July 4 following the close of the fiscal year.	The Province will review and comment if necessary.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
- Completed and submitted on time - Followed the template - Discrepancies were followed up with and corrected to the satisfaction of the Province	Achieved Not achieved		

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5) General – Partner Relations

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
The Region will conduct itself professionally and as a cooperative partner in delivering the specified programs for the Province.	5%	Ongoing	
The Region will continue to strengthen direct working relationships among industry stakeholders, communities, provincial program staff, and other regions.			
The Region is responsive in a timely manner to program related requests in the form and content satisfactory to the Province.			
The Region will present itself to industry as a unified organization with the Province, when engaged in provincial or partnership program activities.			
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	PROVINCE'S REGIONAL PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
Maintained positive working relationships with Province's program	Achieved Not achieved		

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staff and other industry partners • Any issues were remedied in a timely manner and with the objective of seeking a positive resolution • Overall deliverables were achieved to a satisfactory level			
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6) Tourism Partners Program – Development of Marketing Plan and Tactics

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
The Region will submit final Marketing Plan.	5 %	April 1 in the fiscal year	Regional Partnership team will provide approval.
The Region will work on a forecast Marketing Plan for the Tourism Partners Program to be submitted for review.		October 15	Regional Partnership team will review and provide notional approval upon completion to the satisfaction of the Province.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	NOTES
- Submitted on time - Insightful - Followed the template - Corrections made in timely fashion - Demonstrated integration with industry partners	Achieved Not achieved		

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7) Tourism Partners Program - Project Implementation

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
The Region will commence and complete marketing projects to the satisfaction of the Province during the Term in accordance and in compliance with the standards, requirements, terms and conditions described in the Program Policy and Guideline Manual in Appendix I and Graphic Standards Manual in Appendix II.	45 %	The execution of projects will occur throughout the year, all must be completed by end of fiscal year. Within 30 days of the close of a quarter, the Region must prepare and submit a completed Tourism Partners Quarterly Reconciliation Report (RepRecon Workbook) to the Province for projects with expenses incurred during each of the applicable preceding 3 month periods, certified true and correct by a person acceptable to the Province, and which shows eligible costs incurred for that period. The Region should also submit at this time, an invoice for Tourism Partner Program Fees for their quarterly services.	The Province will review the Quarterly Reconciliation Report including the General Ledger listings for the quarter and provide approval to the Region upon completion to the satisfaction of Province.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
• Reports were submitted on time • Accurate and detailed General Ledger listings • Compliance with Program Policy and Guideline Manual and Graphic	Achieved Not achieved	Payment for Quarterly Services Invoice for Tourism Partners will be processed upon approval of the Quarterly Reconciliation Report.	

Thompson Okanagan Tourism Association
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Standards Manual - Projects were updated - Errors were corrected			
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8) Tourism Partners Program- Changes to Tourism Partners Program Projects

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
New projects and changes to existing projects in scope or budget exceeding 20% or \$20,000 of the gross budget require submission to the Province for approval.	5 %	Changes to projects may occur at any time throughout the fiscal year but notification must be submitted before the start of a new project.	The Province will provide written approval in the form of an approval code for inclusion on project sheet.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
Procedures were followed in a timely fashion	Achieved Not achieved		

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9) Tourism Partners Program - Stakeholder Investment Summary

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
Region to submit a Stakeholder Investment Summary twice a year using template in Appendix III.	5 %	November 1 for projects completed in Q1 and Q2. Remainder of projects due June 4 following the close of the fiscal year.	The Province will provide written approval in the form of performance rating.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	NOTES
- Submitted on time - Accurate - Followed the template - Consortia and stakeholders were identified - Number of stakeholders remained steady or increased - Number of new stakeholders increased - Number of communities remained steady or increased - Stakeholder investment to Region's investment ratio was at least 1 or was greater than 1 (state ratio)	Achieved Not achieved		Full discussion with regions throughout the year regarding expanded performance metrics for upcoming fiscal year.

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10) Tourism Partners Program - Project Performance Summary

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
Region to submit a Project Performance Summary twice a year using template in Appendix III.	5 %	November 1 for projects completed in Q1 and Q2. Remainder of projects due June 4 following the close of the fiscal year.	The Province will provide written approval in the form of performance rating.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	NOTES
- Submitted on time - Complete - Followed the template - Key learnings were insightful and complete - Number of outputs and impressions completed - Projects were relevant and well received by stakeholders or plans to adjust accordingly indicated - Number of projects remained the same or increased	Achieved Not achieved		Full discussion with regions throughout the year regarding expanded performance metrics for upcoming fiscal year.

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11) Tourism Partners Program - Marketing Output Samples DVD

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
Region to submit a DVD containing Marketing Output Samples twice a year in the form and content satisfactory to the Province as outlined in Appendix III.	5 %	November 1 for projects completed in Q1 and Q2. Remainder of projects due June 4 following the close of the fiscal year.	The Province will provide written approval in the form of performance rating.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
- Submitted on time - Followed the template - Corrections made in timely fashion	Achieved Not achieved		

A2.2 Technical and Organizational Environment:

It is essential that Reporting including the Marketing Plan utilize the templates provided, including tables and fonts. This consistency is important to enable Regional Summary Reports to be generated quickly and efficiently.

Timelines may change at the Province's discretion.

A2.3 Evaluation:

All deliverables and services rendered under this FY13-14 Statement of Work are subject to inspection/approval by the Province's Regional Partnership Program Area staff. Should any deliverables not be to the satisfaction of the Province's Program Area, as

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submitted, the Regional Partnership Program Area Team Lead shall have the right to reject it or require correction before payment will be authorized.

The Region shall notify the Province in advance to identify circumstances that may prevent deliverables from being completed in the prescribed time frame and scope.

Table 2.3a outlines the deliverables for the Midyear Progress Report of FY13-14 Statement of Work - Regional Partnership Program for both the General and Tourism Partners Program. Midyear Progress Report template is provided at the end of this SOW.

Table 2.3a Midyear Progress Report Deliverables (November)

Deliverables for Evaluation - General	Deliverables for Evaluation - Tourism Partners Program
Business Review	Tourism Partners – Development of Marketing Plan and Tactics
Development of Regional Destination Management Plan	Tourism Partners Program Project Implementation
Partner Relations	Changes to Tourism Partner Program Projects
	Stakeholder Investment Summary
	Project Performance Summary
	Marketing Output Samples DVD

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Table 2.3b outlines the deliverables for the Year-end Evaluation of FY13-14 Statement of Work - Regional Partnership Program for both the General and Tourism Partners Program. Year-end Evaluation template is provided at the end of this SOW.

Table 2.3b Fiscal Year-end Evaluation Deliverables (July)

Deliverables for Evaluation - General	Deliverables for Evaluation - Tourism Partners Program
Business Review	Tourism Partners – Development of Marketing Plan and Tactics
Development of Regional Destination Management Plan	Tourism Partners Program Project Implementation
Audited Financial Statements	Changes to Tourism Partner Program Projects
Compliance Audit Report	Stakeholder Investment Summary
Partner Relations	Project Performance Summary
	Marketing Output Samples DVD

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A2.4 Change Management Procedures:

The Province's Regional Partnership Program Area does not anticipate any major changes to the requirements detailed in this SOW. However; if major changes do arise they must be done in writing by the Regional Partnership Program Area Team Lead. These major changes are documented in Table 2.4 Change History, and must be signed off by the designated authorities from the Province and the Region.

If the major change requires an amendment to the Transfer Under Agreement, the change must be submitted to the Legal and Contracts departments of the Province and once approved must be signed off by the designated authorities from the Province and the Region.

Table 2.4 Change History

DATE	CHANGE DESCRIPTION	SOW OR AGREEMENT	APPROVED BY THE PROVINCE	APPROVED BY REGION'S BOARD CHAIR

A3. Other Terms and Conditions of the SOW include but not limited to:

A3.1 Province's Obligations

The Province will:

- follow government and departmental policies and procedures;
- maintain publications, reports, studies, etc.;
- ensure availability of staff with whom the Region may need to consult;
- provide access to appropriate guidelines (reporting guidelines and templates, as applicable);

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- provide comments on draft reports within five working days from receipt of report;
- schedule teleconferences, as required;
- provide applicable documentation as per Appendix I-III ; and
- provide other assistance or support.

A3.2 Region's Obligations

The Region will:

- keep all documents and proprietary information confidential;
- meet all tasks, deliverables and milestones as identified in Section A2.1;
- return all materials belonging to the Province's Regional Partnership Program Area upon completion of the Agreement;
- submit all written reports in hard copy and/or appropriate electronic form;
- attend meetings with industry, as necessary;
- participate in teleconferences/program area meetings, as needed; and
- maintain all documentation in a secure area.

A4.1 Applicable Documents:

Appendix I	Tourism Partners Program Policy and Guideline Manual
Appendix II	Tourism Partners Program Regional Graphic Standards Manual
Appendix III	Tourism Partners Program Quarterly Reconciliation Report Workbook
	Stakeholders Investment Summary template
	Project Performance Summary template
	Marketing Output Samples template
	Audited Financials Statement of Operations and Schedules templates
	Compliance Audit templates
Appendix IV	Regional Society Registration and By-Laws

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Midyear Progress Report - Regional Partnership Program

Deliverable	Achieved			Province's Comments	Region's Comments
	Yes	No	N/A		
Business Review					
Development of Regional Destination Management Plan					
Partner Relations					
Overall Comments					

Deliverable	Achieved			Province's Comments	Region's Comments
	Yes	No	N/A		
Tourism Partners – Development of Marketing Plan and Tactics					
Tourism Partners Program Project Implementation					
Changes to Tourism Partner Program Projects					
Stakeholder Investment Summary					
Project Performance Summary					
Marketing Output Samples DVD					
Overall Comments					

Deliverables fulfilled __ (Yes/No/Partial) _____

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Program Team Director (Province)_____Signature_____Date_____

Program Team Lead (Province)_____Signature_____Date_____

President & CEO (Region)_____Signature_____Date_____

Midyear Payment: __\$20,000__

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Year-end Evaluation - Regional Partnership Program

Deliverable	Achieved			Province's Comments	Region's Comments
	Yes	No	N/A		
Business Review					
Development of Regional Destination Management Plan					
Audited Financial Statements					
Compliance Audit Report					
Partner Relations					
Overall Comments					

Deliverable	Achieved			Province's Comments	Region's Comments
	Yes	No	N/A		
Tourism Partners – Development of Marketing Plan and Tactics					
Tourism Partners Program Project Implementation					
Changes to Tourism Partner Program Projects					
Stakeholder Investment Summary					
Project Performance Summary					
Marketing Output Samples DVD					
Overall Comments					

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Deliverables fulfilled __ (Yes/No/Partial) _____

Program Team Director (Province) _____ Signature _____ Date _____

Program Team Lead (Province) _____ Signature _____ Date _____

President & CEO (Region) _____ Signature _____ Date _____

Thompson Okanagan Tourism Association
FY 13-14 Statements of Work

COMMUNITY PARTNERSHIP PROGRAM
FY13-14 STATEMENT OF WORK

Program Area Team Lead: Laura Plant

Background and Objectives

B1.1 Title: Community Partnership Program

B1.2 Introduction:

The Community Partnership Program area aims to build long-term support and satisfaction from industry and community leaders. As representatives of Tourism British Columbia, part of the Ministry of Jobs, Tourism and Skills Training, the 6 tourism Regions are committed to providing the benefits of a close relationship with Tourism BC to communities in the province. Through the regional relationship, community tourism organizations will be encouraged to access a broad range of resources, tactical opportunities, funding and expertise.

Community Partnership Program Goals: To strengthen the competitiveness and sustainability of communities as destinations throughout the province, in a manner that will enhance the visitor experience and generate greater economic, environmental, social and cultural benefits at the local, regional and provincial level.

Community Partnership Program Objectives: The goal will be achieved by implementing programs that are tailored to the tourism development stage of the participating communities and are responsive to the recognized needs of the local industry.

Community Partnership Program Strategies:

- Working with communities in each of BC's 6 tourism Regions
- Understanding by communities of Province's role and tourism investment
- Targeting communities that are committed to long-term planning and implementation
- Maximizing the leveraging of resources committed by participating communities

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- Building long-lasting and effective working relationships with communities, Regions and provincial tourism agencies
- Increasing market readiness of participating communities through specific and targeted assistance and resources
- Reducing regional disparity with regard to overall benefits being derived from the Province's tourism industry.

B1.3 Estimated Value:

The Region has been allocated an amount specified in Schedule "B-1" that will be used to leverage funding from stakeholders for the implementation of marketing projects outlined by the Community Partnership Program as well as funding for operations.

B1.4 Acronyms:

The following language might be used in this FY13-14 Statement of Work:

DMO - Destination Marketing/Management Organization

MJTST - Ministry of Jobs, Tourism and Skills Training

FAM - Familiarization Tour

SOW - Statement of Work

RepRecon - Reconciliation Report

EOI - Expression of Interest

CTO - Community Tourism Opportunities

CTF- Community Tourism Foundations

TAS - Tourism Activity Summary

MRDT – Municipal and Regional District Tax

AGM - Annual General Meeting

TBE - Tourism Business Essentials

Requirements:

B2.1 Deliverables, Timelines, Standards of Performance, Evaluation and Reporting:

Table 2.1 Program Area: Community Partnership Program

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FY 13-14 Statements of Work

1) Regional Community Team

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S COMMUNITY PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
Regional Representative participates in monthly conference call for approximately 1 hour and reviews meeting minutes.	30%	First Thursday of each month 10:30am to 11:30am PST	The Province coordinates conferences calls and distributes minutes.
Regional Representative maintains regular communication with community contacts in-region to determine annual priorities and ongoing assistance/guidance. May include attending Community DMO AGMs, regional community sessions, etc. This includes all applicable travel expenses.		Ongoing - 1 face to face meeting per year at minimum with each community accessing CTO and a face to face connection with each new community tourism representative within 60 days of their start date	The Province attends meetings when required.
Regional Representative provides pertinent information on programs/updates to regional team for inclusion in industry communications.		Ongoing	The Province provides updates on programs to ensure that community DMOs and operators are aware of all program opportunities.
Regional Representative provides informal activity monthly update to Province's Community Partnership staff.		Ongoing	The Province reviews the monthly reports.
Regional Representative to provide advice, feedback, review and implementation for the Province for special community projects on an "as and when needed" basis.		Ongoing	The Province will notify Regions as projects come forward.
Regional Representative to provide support of the Province and participate in AHRT		Ongoing	

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framework development, as required.			
Region to assist the Province with logistics of community integrated planning forums and provide regional overview for stakeholders, as required.		Ongoing	
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
- Participated in conference calls - Maintained database of community contacts Face to face meetings and welcoming new community tourism reps completed	Achieved Not achieved		

2) Community Tourism Foundations Program

Community Tourism Foundations (CTF) is a province-wide program that provides eligible tourism destinations with a tourism planning process. The program is designed to assist communities to produce a 12-18 month plan for tourism marketing and development activities.

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S COMMUNITY PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
Regional Representative to ensure the Province is kept updated on communities interested in the CTF program (including Board Governance workshops).	20%	March/April and ongoing	The Province to ensure updates to Executive Team are provided as required.
Regional Representative conducts community		Ongoing	The Province's staff determines the

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consultations and assists in the preparation of up to 3 CTF Expressions of Interest (EOI) annually.			number of CTF communities available for consideration in each region for each fiscal year, as well as the scope of each project.
Regional representative assists community representative in developing a diverse and well represented invitee list and ensures that all relevant and complete information is received by the Province.		Ongoing	The Province's staff organizes meeting date, location, invitation and attendee list in consultation with Regional and community representatives.
Regional Representative attends pre-workshop conference call(s), if required to update the assigned facilitator.		Ongoing	
Regional Representative attends all CTF workshops and presents regional content (and the Province's content in the absence of Province's staff).		Ongoing	The Province's staff attend all CTF meetings where applicable.
Regional Representative reviews and comments on all draft CTF workshop reports in the timeline promised at the workshop.		Ongoing	The Province's staff work with facilitator to prepare and distribute all documents for review by Regional Representative.
Regional Representative to follow up with communities post-workshop and throughout the year to monitor progress and address questions.		Ongoing	
As a professional development opportunity, Regional Representative may take on an increasing role in CTF revisits and one-day program, if desired and agreed to by Province and Region.		Ongoing	Consideration by the Province to provide facilitation training and guidance, where appropriate.
PERFORMANCE METRICS	EVALUATION	MILESTONE PAYMENT	NOTES

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	OF PERFORMANCE		
• Attended CTF meetings • CTF draft report was reviewed in a timely manner • Ensured community awareness of CTF program	Achieved Not achieved		

3) Tourism Activity Summaries and Partnership Activity Review meetings

Tourism Activity Summary (TAS) documents are produced each year which summarize the partnership activities undertaken between the Province, the Region and the community. This document provides a 1-2 page summary for community DMOs and local government to better understand the resources shared with their community on behalf of the Province and their regional tourism association. Select communities each year are chosen to have a Partnership Activity Review meeting conducted where the Province and the Region invite the community DMO, Mayor and other relevant decision-makers to a 90 minute meeting to review partnership activities, have the chance to meet or renew previous working relationships and to ask/answer questions.

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S COMMUNITY PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
Regional Representative to assist with data collection and editing of TAS documents, providing summaries of regional trade and media relations activities, as well as recent images.	20 %	Draft TAS document provided in May; final completed document due to the Province by September 1	The Province's staff prepares spreadsheet of Tourism Activity Summary data for review and completion.
Regional Representative to advise the Province of suggested communities for consideration of Partnership Activity Review meeting.		Ongoing	The Province's staff determines the number of projects available for consideration in each region for each fiscal year, as well as the

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			scope of each project.
Regional Representative works with community contact to share meeting request information and determine date, location, attendees names (must include Mayor) and email contacts, as well as meeting requirements (projector, etc.).		Ongoing	The Province's staff sends email invitation to community tourism contact, Mayor and other invitees.
Regional Representative prepares regional section of PowerPoint presentation as per template supplied by the Province.		Ongoing	Community Partnership staff prepare Tourism BC portion of PowerPoint and supply laptop and colour copies of Tourism Activity Summary document.
Regional Representative to attend up to 10 Partnership Activity Review meetings annually.		Ongoing	The Province's staff determine number of Partnership Activity Review meetings available for consideration in each region for each fiscal year.
Regional representative reviews thank you note and returns to the Province.		Ongoing	Community Partnership staff prepare and email thank you note to community including PDF copy of PowerPoint and Tourism Activity Summary document.
If the Region conducts council presentations, outside this SOW, the Region is to be liaising with Community Partnership Program Manager regarding provincial program messaging.		Ongoing	Community Partnership Program Manager to review regional presentation template.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	NOTES

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- Completed and correct TAS documents received by deadline - Attended Partnership Activity Review meetings - Prepared timely review of presentation and correspondence	Achieved Not achieved		
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4) Community Tourism Opportunities

Community Tourism Opportunities (CTO) is a province-wide program that provides cooperative funding for eligible tourism activities in communities throughout BC. The program is designed to assist communities that are in a position to implement their own tourism-building initiatives. It is founded on a comprehensive annual analysis conducted by each Region of the tourism destination development and destination marketing needs of every community, large to small, including Regional Districts, in their area. In preparing project proposals on behalf of their communities, the Region also considers the Province's objectives at the local, regional and provincial levels.

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S COMMUNITY PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
Submit signed Quarter 3 Reconciliation Report (RepRecon) which include updated project sheets, reconciliation page funding entries and General Ledger extracts). Review any projects that may not be implemented (or replaced) and provide adjusted spending forecast to the Province. Obtain written funding releases from communities that are certain they cannot spend a certain portion of their allocation.	20%	January	Review

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Connect with all communities in the region to promote the CTO program, while also giving advice on the range of other program opportunities available, regionally and provincially.		January-February	Ensure monthly and quarterly reports from regional representatives reference CTO activities
Review communities' progress and ensure all projects will be completed and invoiced well before the end of March. Discuss key learning and opportunities with existing and potential CTO clients and draft plan items for inclusion in the new fiscal year intake. Submit a final invoice to the Province for remaining program funding.		February-March	
Consult with interested communities individually before the end of the current fiscal year to discuss specific local tourism projects that they would like to have considered for CTO funding, and review their current year-to-date project performance (if applicable).		February-March	Provide updated document templates, if required. Answer questions regarding program guidelines and applicable activities.
Complete all project claims, ensuring all required audit backup materials, including CTO outputs are received. Submit a draft Q4 RepRecon to assist the Province in determining the approximate level of unused funds, if any. Provide feedback to communities on program compliance, including output samples received to date.		March	Analyze Q4 RepRecon workbook and determine consistency of practices and projections relative to original.

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Prepare a draft Project Tracking Sheet and confirm its contents with each community prior to submission for consideration.		March- April	Review applications for completeness, consolidate, analyze, report and develop funding scenarios.
Set up a Q0 draft RepRecon file from the latest master, using the current fiscal's Project Tracking document. Review the provincial CTO submissions and related materials, and attend a 1- 2 day review meeting with the provincial team in Vancouver. Make any necessary adjustments in consultation with affected communities. Confirm all notification-related contact information with the Province. Complete the previous fiscal's Project Tracking document by completing the key learning area and ensuring the project description is written in a way that it can be easily re-purposed for use in the TAS documents.		April	Prepare meeting materials and circulate for advance review, presentation, coordination. Provide advice on current year RepRecon use. Manage comprehensive database of community information, including CTO details.
Follow-up with communities once the Province's funding notification (and process instructions) has been issued, to ensure clear expectations. Collect the signed letters and return to the Province. Update the Q0 (current year, no claims processed) RepRecon.		April - May	Generate and distribute notification letters. Comprehensive annual update of the Community Profiles database and supporting reference tables (eg. MRDT), plus refresh of Outlook community contacts file.

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Prepare invoice to the Province for program advance funding.		June - July	Review invoices, confirm against budget/contract, process.
Submit Q1 RepRecon workbook. Submit an invoice to the Province for advanced program funding, enabling prompt reimbursement of community claims as these begin to arrive. Gather all evaluation materials (eg. detailed research documents) and submit by July 4.		July	Review, format and upload all digital materials; provide feedback to the community rep; process for addition to the Regional Gallery website. Analyze Project Performance Report, consolidate and prepare report.
Submit Q2 RepRecon workbook, with updated Project Tracking document and General Ledger entries.		October	Provide feedback.
Prepare Q3 invoice to the Province for program advance funding (a final invoice in Q4 may be required in some instances).		December	Review invoices, confirm against budget/contract process.
Regularly follow-up with communities on CTO project progress to influence quality control and effectiveness, while ensuring the proposed community outputs will use and have used the correct graphic standards and that the projects are meeting budget forecasts, eligible expense activities guidelines, and completion timelines. Explain potential consequences for non-		Monthly	Respond to enquiries, communicate policies and procedures and suggest solutions.

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compliance.			
Prompt for appropriate reimbursement invoices from participating communities, together with suitable supporting documentation and after carefully validating the expenses shown, reimburse these claims on an ongoing, timely basis. Retain these source documents for subsequent audit.		Quarterly	Periodically discuss any challenges or concerns with the community representative.
Collect all project output samples (digital samples, evaluation materials (if available), etc.) from a community following project completion. It is understood that evaluation materials may take longer to generate and collect.		As community claims are processed and paid	
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
- Quarterly RepRecon workbooks were submitted on time - Accurate community contact list provided at all times - Attended annual CTO meeting in Vancouver - Graphic standards were met on CTO outputs	Achieved Not achieved		

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5) Tourism Business Essentials Program

Tourism Business Essentials (TBE) is a series of informative guides and workshops created to help tourism businesses in B.C. become more successful.

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S COMMUNITY PARTNERSHIP PROGRAM AREA ACTIVITIES AND REVIEW
Regional Representative participates in Tourism Business Essentials workshops hosted in-region.	10%	Ongoing	The Province's staff to coordinate workshop logistics and consult with Region regarding dates and locations
As a professional development opportunity, Regional Representative may take on an increasing role in the TBE program, if desired and agreed to by province and region.		Ongoing	Consideration by the Province to provide facilitation training and guidance, where appropriate.
Regional Representative to be familiar with content of each TBE guide, in order to be able to promote resources to applicable stakeholders.			
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
• Attended TBE workshops • Participated in TBE workshops, if applicable • Was familiar with all TBE guides	Achieved Not achieved		

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B2.2 Technical, Operational and Organizational Environment:

It is essential that Community Tourism Foundations, Community Tourism Opportunities and Tourism Activity Summaries utilize the templates provided, including tables and fonts.

Timelines may change at the Province's discretion.

B2.3 Method and Source of Acceptance:

All deliverables and services rendered under any contract are subject to inspection/approval by the Province's Community Partnership Program Area staff. Should any deliverables not be to the satisfaction of the Province's Program Area, as submitted, the Province's Community Partnership Program Area Team Lead shall have the right to reject it or require correction before payment will be authorized.

The Region shall notify the Province in advance to identify circumstances that may prevent deliverables from being completed in the prescribed time frame and scope.

Table 2.3a outlines the deliverables for the Midyear Progress Report of FY13-14 Statement of Work - Community Partnership Program. Midyear Progress Report template is provided at the end of this SOW.

Table 2.3a Midyear Progress Report Deliverables (October)

Deliverables for Evaluation - Community Partnership Program
Regional Community Team
Community Tourism Foundations Program
Tourism Activity Summaries and Partnership Activity Review meetings
Community Tourism Opportunities Program
Tourism Business Essentials Program

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Table 2.3b outlines the deliverables for the Year-end Evaluation of Statement of Work - Community Partnership Program. Year-end Evaluation template is provided at the end of this SOW.

Table 2.3b Fiscal Year-end Evaluation Deliverables (July)

Deliverables for Evaluation - Community Partnership Program
Regional Community Team
Community Tourism Foundations Program
Tourism Activity Summaries and Partnership Activity Review meetings
Community Tourism Opportunities Program
Tourism Business Essentials Program

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B2.4 Change Management Procedures:

The Province's Community Partnership Program Area does not anticipate any major changes to the requirements detailed in this SOW. However, if major changes do arise they must be done in writing by the Province's Community Partnership Program Area Team Lead. These major changes are documented in Table 2.4 and must be signed off by the designated authorities from the Province and the Region.

If the major change requires an amendment to the Transfer Under Agreement, the change must be submitted to the Legal and Contracts departments of the Province and once approved must be signed off by the designated authorities from the Province and the Region.

Table 2.4 Change History

DATE	CHANGE DESCRIPTION	SOW OR CONTRACT	APPROVED BY THE PROVINCE	APPROVED BY REGION'S BOARD CHAIR

Other Terms and Conditions of the SOW include but not limited to:

B3.1 Province's Program Area's Obligations:

The Province will:

- follow government and departmental policies and procedures
- maintain publications, reports, studies, etc.

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- ensure availability of staff with whom the Region may need to consult;
- provide access to appropriate guidelines (reporting guidelines and templates, if applicable);
- provide comments on draft reports within five working days from receipt of report;
- schedule teleconferences, as required;
- provide applicable documentation as per Appendix III
- provide other assistance or support.

B3.2 Region's Obligations:

The Region will:

- keep all documents and proprietary information confidential;
- meet all tasks, deliverables and milestones as identified in Section A2.1;
- return all materials belonging to the Province's Community Partnership Program Area upon completion of the Agreement;
- submit all written reports in hard copy and/or appropriate electronic form.
- attend meetings with industry, as necessary;
- participate in teleconferences/program area meetings, as needed;
- maintain all documentation in a secure area;

B4.1 Applicable Documents:

Appendix III Community Tourism Opportunities Quarterly Reconciliation Report Workbook
Stakeholders Investment Summary template
Project Performance Summary template
Marketing Output Samples template
Compliance Audit templates

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Midyear Progress Report - Community Partnership Program

Deliverable	Achieved			Province's Comments	Region's Comments
	Yes	No	N/A		
Regional Community Team					
Community Tourism Foundations Program					
Tourism Activity Summaries and Partnership Activity Review meetings					
Community Tourism Opportunities Program					
Tourism Business Essentials Program					
Overall Comments					

Deliverables fulfilled __ (Yes/No/Partial) _____

Program Team Director (Province) _____ Signature _____ Date _____

Program Team Lead (Province) _____ Signature _____ Date _____

President & CEO (Region) _____ Signature _____ Date _____

Midyear Payment: <u>\$75,275</u> _____

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Year-end Evaluation - Community Partnership Program

Deliverable	Achieved			Province's Comments	Region's Comments
	Yes	No	N/A		
Regional Community Team					
Community Tourism Foundations Program					
Tourism Activity Summaries and Partnership Activity Review meetings					
Community Tourism Opportunities Program					
Tourism Business Essentials Program					
Overall Comments					

Deliverables fulfilled __ (Yes/No/Partial) _____

Program Team Director (Province) _____ Signature _____ Date _____

Program Team Lead (Province) _____ Signature _____ Date _____

President & CEO (Region) _____ Signature _____ Date _____

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REGIONAL TRAVEL MEDIA PROGRAM
FY13-14 STATEMENT OF WORK

Program Area Team Lead: Janice Greenwood-Fraser

Background and Objectives

C1.1 Title: Regional Travel Media Program

C1.2 Introduction:

The Regional Travel Media Program is an in-depth program to increase editorial coverage of British Columbia as a travel destination, within newspapers, magazine, online sites and publications and television broadcasts. Key strategies for increasing travel media coverage include:

- Focus on obtaining media coverage for key markets and key sectors as outlined in the provincial Tourism Strategy
- Work with national and key market TV broadcasters on content opportunities
- Include online media relations as a core component of activities and tactics
- Bring benefits and share successes of positive media coverage with tourism industry constituents and stakeholders
- Identify and invite key media on press visits to British Columbia
- Develop editorial content for third-party use.

C1.3 Estimated Value:

The Region has been allocated an amount specified in Schedule “B-1” that will be used to provide funding for executing travel media tactics and conducting press trips/media visits as outlined in the Provincial Travel Media Plan as well as funding for operations.

C1.4 Acronyms:

The following language might be used in this FY13-14 Statement of Work:

DMO - Destination Marketing/Management Organization

MJTST - Ministry of Jobs, Tourism and Skills Training

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SOW - Statement of Work
RepRecon – Reconciliation Report

Requirements:

C2.1 Deliverables, Timelines, Standards of Performance, Evaluation and Reporting:

Table 2.1 Program Area: Regional Travel Media Program

1) Regional Travel Media Program – Media Shows

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL TRAVEL MEDIA PROGRAM AREA ACTIVITIES AND REVIEW
The Regional Travel Media Representative will meet with the provincial travel media team to formulate a Provincial Travel Media Plan and attend travel media shows (i.e. GoMedia Canada/Canada Media Marketplace) outlined in the plan.	5%	The attendance at media shows will occur at set times each year. Within 30 days of the close of a quarter, the Region must prepare and submit a completed Regional Travel Media Program Quarterly Reconciliation Report (RepRecon Workbook) to the Province for projects with expenses incurred during each of the applicable preceding 3 month periods, certified true and correct by a person acceptable to the Province, and which shows eligible costs incurred for that period. The Region should also submit at this time, an invoice for Regional Travel Media Program Fees for their quarterly	The Province will review media show evaluation and provide approval to the Region upon completion to the satisfaction of the Province.

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		services.	
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
- Attendance was effective at travel media shows - Evaluation of travel media show was completed and updated into Maximizer in a timely fashion - Recorded number of appointments - Provided follow up to media leads	Achieved Not achieved	Payment for Quarterly Services invoice for Travel Media will be processed upon approval of the Quarterly Reconciliation Report.	

2) Regional Travel Media Program – Media Events

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE’S REGIONAL TRAVEL MEDIA PROGRAM AREA ACTIVITIES AND REVIEW
The Regional Travel Media Representative will meet with the Province’s travel media team to formulate a Provincial Travel Media Plan and attend select media events in key markets as outlined in this plan.	5%	Media events will occur as outlined in the Plan through the year. Within 30 days of the close of a quarter, the Region must prepare and submit a completed Regional Travel Media Program Quarterly Reconciliation Report (RepRecon Workbook) to the Province for projects with expenses incurred during each of the applicable preceding 3 month periods, certified true and correct by a person acceptable to the Province, and which shows eligible costs incurred for that	The Province will review resulting Maximizer entries and provide approval to the Region upon completion to the satisfaction of the Province.

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		period. The Region should also submit at this time, an invoice for Regional Travel Media Program Fees for their quarterly services.	
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	NOTES
• Met with appropriate media/journalists • Provided relevant and appropriate story ideas/press kit materials • Media visit strategy included in-person meetings, phone calls, and e-mail contact to ensure an appropriate level of frequency and relationship building • Maximizer updated in a timely fashion	Achieved Not achieved	Payment for Quarterly Services invoice for Travel Media will be processed upon approval of the Quarterly Reconciliation Report.	

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3) Press Trips (North America/Overseas)

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL TRAVEL MEDIA PROGRAM AREA ACTIVITIES AND REVIEW
The Regional Travel Media Representative will organize/develop/respond to a reasonable number of proactive/reactive press trips.	55%	Ongoing throughout year.	
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	NOTES
• Priority was given to development and execution of press trips • Project Brief completed accurately • Press Trip Itinerary completed and confirmed; copies provided to suppliers, journalist(s) and updated in Maximizer • Appropriate product offered in press trips itinerary • Ensured suppliers were aware of expectations, knew who the client was, and were able to deliver the service necessary to showcase the region appropriately • Maximizer was updated in a timely fashion with trip details and article results	Achieved Not achieved	Monthly invoice of press trips including completed Project Brief and copies of receipts.	

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4) Story Ideas/Media Project Support

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL TRAVEL MEDIA PROGRAM AREA ACTIVITIES AND REVIEW
Provide ongoing story ideas to the Province and travel media and for content for story starters and support other media projects as required (i.e., inquiries from overseas offices; passport project, etc.).	20 %	Ongoing throughout year.	The Province will request content for new story ideas/projects monthly and consolidate and disseminate to key media contacts as well as post on online media site.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
• Had an understanding of product in region and suitability for media interests • Was aware of new product being offered in region • Provided appropriate and timely dissemination of new story ideas	Achieved Not achieved		

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5) Media Education to Stakeholders

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL TRAVEL MEDIA PROGRAM AREA ACTIVITIES AND REVIEW
Provides education to communities and stakeholders on the value of travel media activities. Encourages story idea development.	5%	Ongoing throughout year.	The Province's travel media staff will be available for training or participation in workshops.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
- Was fully knowledgeable on media requirements/criteria - Identified need for product development and proactively assisted stakeholders to increase story features/coverage - Increased media visits, and supplier support (in-kind services) for media visits in region - Facilitated and/or delivered training workshops for stakeholders in collaboration with the Province - Where applicable, was trained to deliver Province's Tourism Business Essentials programs	Achieved Not achieved		

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6) Maximizer

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL TRAVEL MEDIA PROGRAM AREA ACTIVITIES AND REVIEW
Update Maximizer database.	5 %	Ongoing throughout year.	The Province will manage the overall database for efficiency and develop internal guidelines for data entry.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
• Entries were correctly and accurately input • Entries contained useful information • Followed guidelines for inputting • Updated in a timely fashion	Achieved Not achieved		

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7) Fulfillment

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCE'S REGIONAL TRAVEL MEDIA PROGRAM AREA ACTIVITIES AND REVIEW
Respond to travel media or the Province's requests for information or support.	5 %	Ongoing throughout year.	The Province's travel media team and overseas offices will forward requests to regions and rely on their knowledge and expertise of their stakeholders and products.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	NOTES
• Provided appropriate and timely response to requests • Proactively provided appropriate products to travel media and the provincial travel media team	Achieved Not achieved		

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C2.2 Technical, Operational and Organizational Environment:

It is essential that Reporting and Evaluation reports utilize the templates provided, including tables and fonts. This consistency is important to enable Regional Summary Reports to be generated quickly and efficiently.

Timelines may change at the Province's discretion.

C2.3 Method and Source of Acceptance:

All deliverables and services rendered under this FY13-14 Statement of Work are subject to inspection/approval by the Province's Travel Media Program Area staff. Should any deliverables not be to the satisfaction of the provincial Program Area, as submitted, the Province's Travel Media Program Area Team Lead shall have the right to reject it or require correction before payment will be authorized.

The Region shall notify the Province in advance to identify circumstances that may prevent deliverables from being completed in the prescribed time frame and scope.

Table 2.3a outlines the deliverables for the Midyear Progress Report of FY 13-14 Statement of Work - Regional Travel Media Program. Midyear Progress Report template is provided at the end of this SOW.

Table 2.3a Midyear Progress Report Deliverables (October)

Deliverables for Evaluation - Regional Travel Trade Program
Regional Travel Media Program – Media Shows
Regional Travel Media Program – Media Events
Press Trips
Story Ideas/Media Project Support
Media Education to Stakeholders
Maximizer
Fulfillment

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Table 2.3b outlines the deliverables for the Year-end Evaluation of FY13-14 Statement of Work - Regional Travel Media Program. Year-end Evaluation template is provided at the end of this SOW.

Table 2.3b Fiscal Year-end Evaluation Deliverables (July)

Deliverables for Evaluation - Regional Travel Trade Program
Regional Travel Media Program – Media Shows
Regional Travel Media Program – Media Events
Press Trips
Story Ideas/Media Project Support
Media Education to Stakeholders
Maximizer
Fulfillment

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C2.4 Change Management Procedures:

The provincial Program Area does not anticipate any major changes to the requirements detailed in this SOW. However, if major changes do arise they must be done in writing by the Province's Travel Media Program Area Team Lead. These major changes are documented in Table 2.4 and must be signed off by the designated authorities from the Province and the Region.

If the major change requires an amendment to the Transfer Under Agreement, the change must be submitted to the Legal and Contracts departments of the Province and once approved must be signed off by the designated authorities from the Province and the Region.

Table 2.4 Change History

DATE	CHANGE DESCRIPTION	SOW OR CONTRACT	APPROVED BY THE PROVINCE	APPROVED BY REGION'S BOARD CHAIR

Other Terms and Conditions of the SOW include but not limited to:

C3.1 The Province Program Area's Obligations:

The Province will:

- follow government and departmental policies and procedures
- maintain publications, reports, studies, etc.
- ensure availability of staff with whom the Region may need to consult;
- provide access to appropriate guidelines (reporting guidelines and templates, if applicable);

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- provide comments on draft reports within five working days from receipt of report;
- schedule teleconferences, as required;
- provide applicable documentation as per Appendix III
- provide other assistance or support.

C3.2 Region's Obligations:

The Region will:

- keep all documents and proprietary information confidential;
- meet all tasks, deliverables and milestones as identified in Section A2.1;
- return all materials belonging to the Province's Travel Media Program Area upon completion of the Agreement;
- submit all written reports in hard copy and/or appropriate electronic form.
- attend meetings with industry, as necessary;
- participate in teleconferences/program area meetings, as needed;
- maintain all documentation in a secure area;

C4.1 Applicable Documents:

Appendix III Regional Travel Media and Trade Programs Quarterly Reconciliation Report Workbook

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Midyear Progress Report - Regional Travel Media Program

Deliverable	Achieved			Province's Comments	Region's Comments
	Yes	No	N/A		
Regional Travel Media Program – Media Shows					
Regional Travel Media Program – Media Events					
Press Trips					
Story Ideas/Media Project Support					
Media Education to Stakeholders					
Maximizer					
Fulfillment					
Overall Comments					

Deliverables fulfilled __ (Yes/No/Partial) _____

Program Team Director (Province) _____ Signature _____ Date _____

Program Team Lead (Province) _____ Signature _____ Date _____

President & CEO (Region) _____ Signature _____ Date _____

Midyear Payment: \$27,500 _____
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Year-end Evaluation - Regional Travel Media Program

Deliverable	Achieved			Province's Comments	Region's Comments
	Yes	No	N/A		
Regional Travel Media Program – Media Shows					
Regional Travel Media Program – Media Events					
Press Trips					
Story Ideas/Media Project Support					
Media Education to Stakeholders					
Maximizer					
Fulfillment					
Overall Comments					

Deliverables fulfilled __ (Yes/No/Partial)_____

Program Team Director (Province)_____Signature_____Date_____

Program Team Lead (Province)_____Signature_____Date_____

President & CEO (Region)_____Signature _____Date_____

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REGIONAL TRAVEL TRADE PROGRAM
FY13-14 STATEMENT OF WORK

Program Area Team Lead: Maria Greene

Background and Objectives

D1.1 Title: Regional Travel Trade Program

D1.2 Introduction:

The Province's Consumer Marketing Division and the Regional Travel Trade staff to work together as one unified team to develop one Provincial Travel Trade Plan, execute on approved tactics, and communicate to travel trade and industry. The Provincial Travel Trade Plan will prioritize best opportunities on a provincial and regional basis, capitalizing on the strengths of the product in each region.

The role of the dedicated Regional Travel Trade Representative includes the following:

- Undertake activities directed by the Provincial Travel Trade Plan
- Participate in trade fairs, trade shows, sales calls and trade meetings as outlined within the Provincial Travel Trade Plan
- Provide in-region expertise and experience to deliver a great BC experience while the trade is visiting BC
- Help to create new itineraries to expand the B.C. product offerings with trade accounts by bringing local expertise/knowledge of product
- Educate the suppliers in their region on business practices in international markets and export ready criteria
- Educate travel trade (internationally and in Canada) on the product available in their regions and the suitability for various geographic markets.

D1.3 Estimated Value:

The Region has been allocated an amount specified in Schedule "B-1" that will be used to provide funding for executing travel trade tactics and conducting familiarization tours as outlined in the Provincial Travel Trade Plan as well as funding for operations.

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D1.4 Acronyms:

The following language might be used in this FY13-14 Statement of Work:

DMO - Destination Marketing/Management Organization

MJTST - Ministry of Jobs, Tourism and Skills Training

FAM - Familiarization Tour

SOW - Statement of Work

RTO – Receptive Tour Operator

RepRecon – Reconciliation Report

PB - Project Brief

Requirements:

D2.1 Deliverables, Timelines, Standards of Performance, Evaluation and Reporting:

Table 2.1 Program Area: Regional Travel Trade Program

1) Regional Travel Trade Program – Trade Shows

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCIAL TRAVEL TRADE PROGRAM AREA ACTIVITIES AND REVIEW
The Regional Travel Trade Representative will meet with the Province's travel trade team to formulate a Provincial Travel Trade Plan and attend travel trade shows as outlined in this plan.	15 %	The attendance at trade shows will occur throughout the year. Within 30 days of the close of a quarter, the Region must prepare and submit a completed Regional Travel Trade Program Quarterly Reconciliation Report (RepRecon	The Province will provide the evaluation template, and review trade show evaluations and activities from the previous year and collaborate with the Region to determine and approve the plan for trade show attendance in

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		Workbook) to the Province for projects with expenses incurred during each of the applicable preceding 3 month periods, certified true and correct by a person acceptable to the Province, and which shows eligible costs incurred for that period. The Region should also submit at this time, an invoice for Regional Travel Trade Program Fees for their quarterly services.	the current fiscal year.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
• Attended travel trade shows and met with key clients to discuss opportunities within their region for increasing visitor volume and revenue • Recorded number of appointments • Provided follow up to tour operator leads • Prepared leads for distribution to Tourism Division offices (Vancouver and overseas) as necessary to assist with follow-up	Achieved Not achieved	Quarterly Payment for Quarterly Services Invoice for Tourism Partners will be processed upon approval of the Quarterly Reconciliation Report.	The Province provides key information/market updates to all Regions in preparation for the trade shows.

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2) Regional Travel Trade Program – Sales Calls – RTOs

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCIAL TRAVEL TRADE PROGRAM AREA ACTIVITIES AND REVIEW
The Regional Travel Trade Representative will meet with the Province's travel trade team to formulate a Provincial Travel Trade Plan and conduct a reasonable number of sales calls to receptive tour operators as outlined in this plan, including enumerating key RTOs and expected frequency of contact. This is a key area of focus for the Regional Travel Trade Representatives whose knowledge base of the product in their region is an asset in developing additional itineraries and product available in-market.	15 %	Conducting sales calls will occur throughout the year. Within 30 days of the close of a quarter, the Region must prepare and submit a completed Regional Travel Trade Program Quarterly Reconciliation Report (RepRecon Workbook) to the Province for projects with expenses incurred during each of the applicable preceding 3 month periods, certified true and correct by a person acceptable to the Province, and which shows eligible costs incurred for that period. The Region should also submit at this time, an invoice for Regional Travel Trade Program Fees for their quarterly services.	The Province will review sales call activities and evaluations from the previous year and collaborate with the Region to determine and approve the plan for sales calls for the current fiscal year.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	NOTES
Met with the pre-determined number of receptive tour operators as outlined in the Provincial Travel Trade Plan to introduce appropriate product not	Achieved Not achieved	Quarterly Payment for Quarterly Services Invoice for Tourism Partners will be processed upon approval of the Quarterly Reconciliation Report.	Province's staff can facilitate group training or meetings where it makes sense. Regional Travel Trade Representatives are encouraged to

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- currently contracted by RTO • Provided itinerary ideas and regional fams as needed, and documented each by completing the Project Brief. Sales calls strategy included in-person meetings, phone calls, and e-mail contact to ensure an appropriate level of frequency and relationship building • Connected interested suppliers and RTOs if there was a mutual interest in working together and a product match • Tracked development and successes with RTOs and updated Tourism Division offices as required			conduct sales calls on their own or as a smaller group where appropriate.
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3) Familiarization Tours

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCIAL TRAVEL TRADE PROGRAM AREA ACTIVITIES AND REVIEW
The Regional Travel Trade Representative will organize and develop a reasonable number of familiarization tours at the direction of the Province.	35 %	Ongoing throughout year.	Provincial Trade team will provide the completed Project Brief (PB), when initiated by specific Provincial market teams, with clearly articulated requirements, and collaborate with Regional Travel Trade Representative to confirm deliverables.
PERFORMANCE METRICS	EVALUATION	MILESTONE PAYMENT	NOTES

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	OF PERFORMANCE		
• Priority was given to development and execution of fams • Project Brief completed as necessary (e.g. when Region brings a specific fam opportunity for a Canadian based receptive) • Appropriate product was offered in fam itinerary which was suitable for the market and can be purchased in the originating market • Maintained 80% or higher satisfaction score on fam evaluation forms • Ensured suppliers were aware of expectations, knew who the client was, and were able to deliver the service necessary to showcase the region appropriately • Escorted fams or conducted meet and greet as required at the direction of the Province	Achieved Not achieved	Monthly invoice of fam tours including completed Project Brief and copies of receipts.	Most fams are at the direction of the Province. RTO fams will be handled directly by the Region.

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4) New Product Bulletin

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCIAL TRAVEL TRADE PROGRAM AREA ACTIVITIES AND REVIEW
Provide ongoing updates to the Province and travel trade of content for new product bulletin.	5 %	Ongoing throughout year.	The Province will request content for new product bulletin twice per year and consolidate into provincial New Product Bulletin.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
• Had full understanding of product in region and suitability for overseas markets, ensuring product promoted is export ready • Was aware of new product being offered in region and conducted site visits if necessary to ensure suitability for international market • Provided appropriate and timely dissemination of new export ready information to the Provincial team as well as the travel trade.	Achieved Not achieved		

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5) Education and Export Ready Development

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCIAL TRAVEL TRADE PROGRAM AREA ACTIVITIES AND REVIEW
Provides education to communities and stakeholders on the value of travel trade activities. Encourages export ready development.	20 %	Ongoing throughout year.	The Province's travel trade team will be available for training or participation in workshops. The Province's staff to provide guidance on the requirements for export ready criteria by market on an ongoing basis.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
- Was fully knowledgeable on export ready criteria - Worked with travel trade and the Province's overseas offices on export ready product development requirements - Identified need for product development and proactively assisted stakeholders to deliver suitable product for the international market or increase product offerings in the market	Achieved Not achieved		

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- Conducted the pre-determined number of site inspections in region as outlined in the Provincial Travel Trade Plan - Facilitated training workshops for stakeholders in collaboration with the Province - Assisted with the delivery and/or facilitated delivery of Province's Tourism Business Essentials programs			
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6) Reporting and Tracking

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCIAL TRAVEL TRADE PROGRAM AREA ACTIVITIES AND REVIEW
Document leads/sales information on key account meetings, trade show appointments, sales calls and training in order to track development of clients and planning of future support required.	5 %	Ongoing throughout year.	The Province will clean up and maintain the database for efficiency and develop and maintain internal refresh guidelines.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	
Leads and key account development tracked and available to Travel Trade team as required updated at least quarterly	Achieved Not achieved		

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7) Fulfillment

DELIVERABLES	ESTIMATED REGIONAL ALLOCATION OF EFFORT (%)	TIME SCHEDULE	PROVINCIAL TRAVEL TRADE PROGRAM AREA ACTIVITIES AND REVIEW
Respond to travel trade or the Province's requests for information or support.	5 %	Ongoing throughout year.	The Province's travel trade team and overseas offices will forward requests to regions and rely on their knowledge and expertise of their stakeholders and products.
PERFORMANCE METRICS	EVALUATION OF PERFORMANCE	MILESTONE PAYMENT	NOTES
• Provided appropriate and timely response to requests • Proactively provided appropriate products to travel trade and the Province's travel trade team	Achieved Not achieved		Province to conduct ongoing discussion with the in-market teams regarding performance, timeliness of responses etc. as inputs to evaluation.

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D2.2 Technical, Operational and Organizational Environment:

It is essential that Reporting and Evaluation reports utilize the templates provided, including tables and fonts. This consistency is important to enable Regional Summary Reports to be generated quickly and efficiently.

Timelines may change at the Province's discretion.

D2.3 Method and Source of Acceptance:

All deliverables and services rendered under this FY13-14 Statement of Work are subject to inspection/approval by the Province's Travel Trade Program Area staff. Should any deliverables not be to the satisfaction of the Province's Program Area, as submitted, the Province's Travel Trade Program Area Team Lead shall have the right to reject it or require correction before payment will be authorized.

The Region shall notify the Province in advance to identify circumstances that may prevent deliverables from being completed in the prescribed time frame and scope.

Table 2.3a outlines the deliverables for the Midyear Progress Report of FY13-14 Statement of Work - Regional Travel Trade Program. Midyear Progress Report template is provided at the end of this SOW.

Table 2.3a Midyear Progress Report Deliverables (October)

Deliverables for Evaluation - Regional Travel Trade Program
Regional Travel Trade Program – Trade Shows
Regional Travel Trade Program – Sales Calls
Familiarization Tours
New Product
Education and Export Ready Development
Reporting and Tracking
Fulfillment

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Table 2.3b outlines the deliverables for the Year-end Evaluation of FY13-14 Statement of Work - Regional Travel Trade Program. Year-end Evaluation template is provided at the end of this SOW.

Table 2.3b Fiscal Year-end Evaluation Deliverables (July)

Deliverables for Evaluation - Regional Travel Trade Program
Regional Travel Trade Program – Trade Shows
Regional Travel Trade Program – Sales Calls
Familiarization Tours
New Product
Education and Export Ready Development
Reporting and Tracking
Fulfillment

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D2.4 Change Management Procedures:

The Regional Travel Trade Program Area does not anticipate any major changes to the requirements detailed in this SOW. However, if major changes do arise they must be done in writing by the Regional Travel Trade Program Area Team Lead. These major changes are documented in Table 2.4 and must be signed off by the designated authorities from the Province and the Region.

If the major change requires an amendment to the Transfer Under Agreement, the change must be submitted to the Legal and Contracts departments of the Province and once approved must be signed off by the designated authorities from the Province and the Region.

Table 2.4 Change History

DATE	CHANGE DESCRIPTION	SOW OR CONTRACT	APPROVED BY PROVINCE	APPROVED BY REGION'S BOARD CHAIR

Other Terms and Conditions of the SOW include but not limited to:

D3.1 Province's Program Area's Obligations:

The Province will:

- follow government and departmental policies and procedures
- maintain publications, reports, studies, etc.
- ensure availability of staff with whom the Region may need to consult;
- provide access to appropriate guidelines (reporting guidelines and templates, if applicable);

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- provide comments on draft reports within five working days from receipt of report;
- schedule teleconferences, as required;
- provide applicable documentation as per Appendix III
- provide other assistance or support.

D3.2 Region's Obligations:

The Region will:

- keep all documents and proprietary information confidential;
- meet all tasks, deliverables and milestones as identified in Section A2.1;
- return all materials belonging to the Province's Travel Trade Program Area upon completion of the Agreement;
- submit all written reports in hard copy and/or appropriate electronic form.
- attend meetings with industry, as necessary;
- participate in teleconferences/program area meetings, as needed;
- maintain all documentation in a secure area;

D4.1 Applicable Documents:

Appendix III Regional Travel Media and Trade Programs Quarterly Reconciliation Report Workbook

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Midyear Progress Report - Regional Travel Trade Program

Deliverable	Achieved			Province's Comments	Region's Comments
	Yes	No	N/A		
Regional Travel Trade Program – Trade Shows					
Regional Travel Trade Program – Sales Calls					
Familiarization Tours					
New Product					
Education and Export Ready Development					
Reporting and Tracking					
Fulfillment					
Overall Comments					

Deliverables fulfilled __ (Yes/No/Partial) _____

Program Team Director (Province) _____ Signature _____ Date _____

Program Team Lead (Province) _____ Signature _____ Date _____

President & CEO (Region) _____ Signature _____ Date _____

Midyear Payment: \$27,500 _____
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Year-end Evaluation - Regional Travel Trade Program

Deliverable	Achieved			Province's Comments	Region's Comments
	Yes	No	N/A		
Regional Travel Trade Program – Trade Shows					
Regional Travel Trade Program – Sales Calls					
Familiarization Tours					
New Product					
Education and Export Ready Development					
Reporting and Tracking					
Fulfillment					
Overall Comments					

Deliverables fulfilled __ (Yes/No/Partial)_____

Program Team Director (Province)_____Signature_____Date_____

Program Team Lead (Province)_____Signature_____Date_____

President & CEO (Region)_____Signature _____Date_____

April 8, 2013

Thompson Okanagan Tourism Association
2280-D Leckie Road
Kelowna, BC V1X 6G6

Attention: Glenn Mandziuk
Michael J. Ballingall

Dear Glenn and Michael:

Re: Assignment of the Tourism Partnership Transfer Under Agreement #C13TOT033 between Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Jobs, Tourism and Skills Training, Tourism Division (the "Province") and the Thompson Okanagan Tourism Association (the "Contract").

We are pleased to advise you that the Province has transferred responsibility for tourism marketing operations to Destination BC Corp. ("Destination British Columbia"). Destination British Columbia is a new industry-led Crown corporation that will work collaboratively with stakeholders to market British Columbia as a tourism destination. Destination British Columbia has assumed responsibility for tourism programs and day-to-day business operations.

As part of the transfer of tourism marketing operations to Destination British Columbia, the Province has assigned to Destination British Columbia all of the Province's rights, obligations and interest in and to the Contract, effective as of April 1, 2013.

Please note that all correspondence and any invoices for periods up to March 31, 2013 are to be addressed to the Province and all correspondence and any invoices for periods from April 1, 2013 onwards are to be addressed to Destination British Columbia.

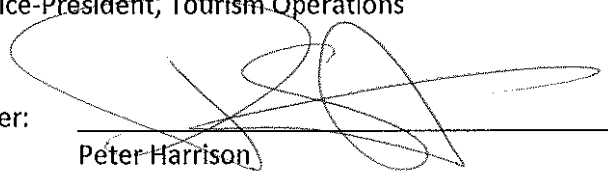
All contact information, including mailing addresses, email addresses, phone numbers and other staff contact points, will remain the same as the information currently set out in the Contract.

If you have any questions or concerns in this matter, please contact Peter Harrison at peter.harrison@gov.bc.ca.

Yours truly,

Grant Mackay
Vice-President, Tourism Operations

Per:



Peter Harrison
Director, Partnership Marketing