

File No.: 2026-201

June 30, 2026

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of March 6, 2026 under the ***Freedom of Information and Protection of Privacy Act*** for:

Record of the agreement, terms, or memorandum of understanding signed by City of Vancouver and CityStudio after the initial MOU that ended in 2018. Date range: January 1, 2018 to March 5, 2026.

All responsive records are attached. Some information in the records has been severed (blacked out) under s.15(1) and s.22(1) of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

Under Part 5 of the Act, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (2026-201); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

Kevin Tuerlings, FOI Case Manager, for

[Signed by Kevin Tuerlings]

Siân Madsen, MA, MAS
Acting Director, Access to Information & Privacy

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. You may also contact 3-1-1 (604-873-7000) if you require accommodation or do not have access to email.

Encl. (Response package)

:pm



SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1 day of AUGUST, 2018 (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

CITYSTUDIO VANCOUVER SOCIETY
1800 Spyglass Place
Vancouver, British Columbia
V5Z 4K8

(the "Service Provider")

OF THE SECOND PART

(the City and the Service Provider are hereinafter
sometimes referred to individually as "Party" and
collectively as "Parties")

BACKGROUND:

- A. The City requires the services described herein, and desires to engage the Service Provider to perform said services.
- B. The Service Provider has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.0 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) **"Agreement"** means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;
- (b) **"Applicable Laws"** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Service Provider, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) **"City Lease"** means the lease entered into by the City and Simon Fraser University as of April 8, 2015 pursuant to the terms of which the City agreed to lease a portion of the building owned by the City at 1800 Spyglass Place for the use of the Service Provider for the purposes contemplated by this Agreement, as such lease may be assigned to the Service Provider, amended, extended or as such lease may be succeeded by a new lease between the City and the Service Provider;
- (d) **"City's Site"** means one or more sites at which the Services are performed by the Service Provider under this Agreement and which sites are approved by the City pursuant to the City Lease or otherwise;
- (e) **"City's Project Manager"** means the City's employee, or his/her delegate, who is authorized in writing to deal with the Service Provider on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (f) **"Confidential Information"** has the meaning set out in Section 15.1
- (g) **"Contract Document"** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (h) **"Deliverables"** has the meaning set out in Section 17.1;
- (i) **"GST"** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (j) **"Project Team"** has the meaning set out in subsection 2.2(c);
- (a) **"PST"** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;

- (k) "Services" has the meaning set out in Section 2.1;
 - (l) "Sub-contractor" has the meaning set out in Section 4.1; and
 - (m) "Term" means the term of this Agreement as specified in Section 12.1.
- 1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
- (a) this Agreement, excluding Appendices A and B;
 - (b) Appendix A (Scope of Work);
 - (c) Appendix B (Insurance Requirements);
 - (d) Appendix C (Key Project Team Members).
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
 - (b) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
 - (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
 - (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
 - (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
 - (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
 - (g) all references to money mean lawful currency of Canada;
 - (h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and

- (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.

2.0 CONSULTANT'S SERVICES TO THE CITY

2.1 The Service Provider will provide and be fully responsible for the following services (the “Services”):

- (a) the services and other obligations described in Appendix A (Scope of Work); and
- (b) all services or other obligations not specifically included in Appendix A (Scope of Work), but which are necessary or incidental to the fulfilment of such services and obligations.

2.2 The Service Provider will be fully responsible for:

- (a) coordinating the Services with the City’s Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any schedule or other requirements of the City;
- (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix B (Insurance Requirements); and
- (c) maintaining and supervising its employees and Sub-contractors including the Key Project Team Members described in Section 3.1.

2.3 The Service Provider represents and warrants to the City that the Service Provider possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.

2.4 The Service Provider will perform the Services:

- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
- (b) in accordance with sound current professional practices; and
- (c) in conformity with any and all Applicable Laws.

2.5 The Service Provider will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City’s Site or any other City property.

3.0 KEY PROJECT TEAM MEMBERS

3.1 Subject to Section 3.2, the Service Provider will utilize the Key Project Team Members listed in Appendix C (Key Project Team Members).

- 3.2 Except for substitutions required by circumstances not within its reasonable control, the Service Provider may not make substitutions of the Key Project Team Members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.3 For the purposes of this Section 3, "substitutions required by circumstances not within its reasonable control" means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Key Project Team Member is unable to perform any of the Services due to other work commitments.
- 3.4 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Service Provider for any replacement Key Project Team Member.

4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Service Provider may not engage any contractor or consultant (in each case a "Sub-contractor") in a key role for work directly related to the provision of Deliverables, unless the Service Provider has first consulted the City.
- 4.2 The Service Provider will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors without reimbursement by the City.
- 4.3 Where a Sub-contractor is used by the Service Provider under this Agreement, the Service Provider will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

5.0 PAYMENT TO SERVICE PROVIDER

- 5.1 In consideration of the Services performed by the Service Provider to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Service Provider the consideration set out in Sections B(3) and B(4) of Appendix A (Scope of Work) plus GST as applicable. No other consideration is payable by the City to the Service Provider.
- 5.2 The Service Provider will, in accordance with the date or timeframe set out in Section B(5) of Appendix A (Scope of Work), provide to the City's Project Manager a draft invoice with an attached detailed account of the amount to be paid by the City under such section. The City's Project Manager shall review the draft, raise any concerns with the Service Provider within ten working days and, after settlement of any issues (in the City's Project Manager's discretion), approve the draft invoice. The Service Provider, if so requested, will meet with the City's Project Manager to expedite and settle of the draft invoice. The Service Provider will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. The invoice must contain:

- (a) the Service Provider's name, address and telephone number;
- (b) the City purchase order number (if any provided by the City);
- (c) the name and date of this Agreement;
- (d) the name of the City's Project Manager;
- (e) the invoice number and date;
- (f) details of any applicable taxes (with each tax shown separately); and
- (g) tax registration number(s).

5.3 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Service Provider's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Service Provider.

5.4 The Service Provider will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to tasks completed, details of all disbursements and percentage amounts of work completed. The City will be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Service Provider and by such other means as will be reasonably necessary or advisable.

5.5 The Service Provider shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.

6.0 CHANGES TO SCOPE OF SERVICES

6.1 The parties may only amend Appendix A (Scope of Work) by agreement in writing.

7.0 RELEASE AND INDEMNIFICATION

7.1 The Service Provider now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Service Provider, its Sub-contractors, and their respective officers, employees, volunteers, agents and any others that the Service Provider has engaged to perform the Services.

7.2 In undertaking the Services, the Service Provider acknowledges that the Service Provider has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions necessary to ensure the safety of all persons employed or contracted by the Service Provider to perform the Services.

7.3 Despite any insurance coverage of the City, the Service Provider hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official,

employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of the provision of Services under this Agreement by the Service Provider, its Sub-contractors, or their respective officers, employees, volunteers, agents and any others that the Service Provider has engaged to perform the Services excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions, negligent acts or breaches of this Agreement of an Indemnified Party.

7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

8.0 INSURANCE

8.1 The Service Provider will comply with the insurance requirements set out in Appendix B (Insurance Requirements).

9.0 WORKSAFEBC

9.1 The Service Provider agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Service Provider agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Service Provider. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

9.2 The Service Provider will provide the City with the Service Provider's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Service Provider and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Service Provider will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Service Provider in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.

10.0 CITY INFORMATION/APPROVALS

10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Service Provider (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Service Provider. For greater certainty, any information provided by the City to the Service Provider, including any studies, reports,

plans, drawings, or specifications, is provided to the Service Provider for information purposes only and may not be relied upon by the Service Provider.

11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

- 11.1 The City will notify the Service Provider in writing from time to time as to who will act as the City's Project Manager for the purposes of this Agreement.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Service Provider will notify the City in writing from time to time as to who will act as the Service Provider's representative for the purposes of this Agreement (the "Service Provider's Project Manager").

- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Service Provider and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Service Provider's Project Manager.

12.0 TERM OF AGREEMENT

- 12.1 This Agreement will commence on the Effective Date and will expire on the (4th) fourth anniversary of the date of this Agreement (the "Term").

13.0 TERMINATION FOR DEFAULT

- 13.1 Either Party (the "Non-Defaulting Party") may terminate this Agreement if the other Party (the "Defaulting Party") is in default of a term of this Agreement and does not, within 30 days following written notice of default from the Non-Defaulting Party, remedy the default or, if the nature of the default is such that it cannot be remedied within 30 days, the Defaulting Party does not use commercially reasonable efforts to continuously and diligently remedy such default. If the Service Provider is the Defaulting Party and the City exercises its right to terminate this Agreement, the Service Provider shall refund to the City (which obligation shall survive the termination of this Agreement) a pro-rated portion of the consideration paid to the Service Provider in accordance with section B(4) of Appendix A based on the portion of the applicable year for which the City will not receive Services due to the early termination of this Agreement. If the City is the Defaulting Party and the Service Provider exercises its right to terminate this Agreement, the Service Provider shall not be required to refund any consideration already paid to the Service Provider.

14.0 ASSIGNMENT

- 14.1 The Service Provider will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld,

delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect.

15.0 CONFIDENTIALITY

- 15.1 In the course of or for the purpose of performing the Services, the Service Provider may obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers provided that, before disclosing such information to the Service Provider, the City identifies such information as being confidential (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:
- (a) information which is in, or becomes part of, the public domain, not due to the Service Provider's breach of this Agreement or the Service Provider's actions;
 - (b) information which was previously in the Service Provider's possession and did not originate from the City; and
 - (c) information which lawfully becomes available to the Service Provider from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Service Provider will not use or reproduce Confidential Information other than as reasonably required, and strictly for, the performance of the Services under this Agreement. The Service Provider will not use any Confidential Information for personal gain or any other purpose. The Service Provider will not, without the prior written consent of the City given on such terms and conditions as the City prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Service Provider will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.3 If the Service Provider is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Service Provider shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Service Provider will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which requires any party retained under a contract to perform services for a public body to comply with the provisions of the Act governing the collection, protection and retention of personal information collected by such party in the course of providing services to the public body. The Service Provider agrees to comply with those provisions of the Act with respect to all personal information collected by it in the course of providing the Services to the City. The Service Provider acknowledges that in the event of a breach by the Service Provider or any of its employees or volunteers of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an

adequate remedy. The Service Provider therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.

15.5 The Service Provider shall return all copies of Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:

- (a) completion of the Services;
- (b) expiration or earlier termination of this Agreement; and
- (c) written request of the City for return or deletion of the Confidential Information.

15.6 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

16.0 PROMOTION OF RELATIONSHIP BY MUTUAL CONSENT

16.1 Each Party may disclose or promote its relationship with the other, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, websites, internet domain names, press releases, or other written materials in print or online media (the “Communications”) provided each Party has obtained the prior written consent of the other Party to the form and substance of any Communications. In addition, neither Party will refer to or use any website, domain name, official emblem, logo or mascot of the other Party in any Communications, without the prior express prior written consent of the other Party.

17.0 DELIVERABLES

17.1 As a result of or as part of providing the Services, the Service Provider may receive, create, produce, acquire or collect one or more of the following:

- (a) products, goods, equipment, supplies, models, prototypes and other materials;
 - (b) ideas, concepts, information and data;
 - (c) reports, drawings, plans, designs, depictions, specifications and other documentation; and
 - (d) any other items identified in this Agreement as deliverables;
- (collectively, the “Deliverables”).

17.2 Deliverables are deemed not to include:

- (a) any item not required to be produced by the Service Provider or supplied to the City as part of or together with the Services, provided that if the City has paid or is liable to pay for any portion of such item’s creation, production, acquisition or collection then such item shall be deemed to be a Deliverable;

- (b) any item produced as a result of the Services, which is specified in this Agreement as being excluded from the Deliverables category; and
 - (c) any item which pre-existed the effective date of this Agreement, that is owned by a third party or that is used by the Service Provider as part of the services provided to any of its other customers (the "Pre-Existing Materials").
- 17.3 All Deliverables will be owned jointly by the City and the Service Provider. Each of the City and the Service Provider shall have the complete and unfettered right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation, and without accounting in any way to the other. City and Service Provider hereby grant the students and faculty who participate in Service Provider projects and activities a non-exclusive, worldwide, perpetual and royalty-free license to use and modify the Deliverables.
- 17.4 The Service Provider will keep accurate records and provide regular reports to the City about the Deliverables as they are created.
- 17.5 Each Deliverable, as to the whole or that portion of the Deliverable then existing, to the extent it is not delivered in the course of performing the Services, will be delivered by the Service Provider to the City on the earliest of each of the following events:
 - (a) the date specified in this Agreement for the delivery of such Deliverable;
 - (b) immediately on the date of expiration or sooner termination of this Agreement; or
 - (c) the date specified by written notice of the City requesting delivery of all or any part of the Deliverable.
- 17.6 As the creator of the Deliverables and in recognition of certain legal rights that will accrue to the Service Provider as creator, only to the extent necessary to give effect to the joint rights of the Parties under section 17.3, the Service Provider transfers to the City, free of all liens and encumbrances, joint ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable by the Service Provider. The Service Provider irrevocably waives, in favour of the City, all moral rights in the Deliverables. The Service Provider will obtain from its employees and any independent contractors, all required assignments and releases of intellectual property, and waivers of moral rights, in the Deliverables to give effect to the joint rights of the Parties under section 17.3.
- 17.7 Neither Party will assert any rights to or interests in, or apply for or register any copyright or other rights or interests in, the Deliverables, or assist any other person in doing so, except in a manner that gives legal effect to the condition of this Agreement that all Deliverables will be owned jointly by the City and the Service Provider and each shall have the complete and unfettered right to use and deal with the Deliverables. Each Party shall provide to the other Party, during and after the term of this Agreement, any reasonable assistance required by the other Party to obtain, perfect and enforce its ownership of and rights in the Deliverables, including without limitation execution of assignments and transfers of the Deliverables to give effect to the above.

17.8 The Service Provider will not incorporate any Pre-Existing Materials in any Deliverable without first:

- (a) advising the City, in writing, of the nature of the Pre-Existing Materials and their proposed use and obtaining the City's written consent to do so;
- (b) acquiring from each third-party owner of such Pre-Existing Materials, a fully paid-up, perpetual, non-exclusive license, in writing, for the City to use the Pre-Existing Materials as part of the Deliverable; and
- (c) granting, in writing, to the City with respect to such Pre-Existing Materials that the Service Provider owns, a fully paid-up, perpetual, non-exclusive license to use the Pre-Existing Materials as part of the Deliverable.

17.9 The Service Provider represents and warrants that the Deliverables will not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret, or confidential or proprietary information of a third party. The Service Provider shall defend, indemnify and hold the City harmless from and against any and all damage, liability, cost and expense incurred by the City in connection with any claim by a third party that a Deliverable infringed, misappropriated or misused its copyright, patent, trade-mark, trade secret, or confidential or proprietary information.

18.0 NOTICES

18.1 Any notice required or permitted to be given to the Service Provider will be sufficiently given if delivered in writing by the City's Project Manager to the Service Provider's Project Manager personally, by e-mail (provided the recipient verifies receipt by reply e-mail) or, if mailed, by registered mail to the last known address of the Service Provider.

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Service Provider's Project Manager to the City's Project Manager personally, by e-mail (provided the recipient verifies receipt by reply e-mail) or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

19.0 NO CONFLICT OF INTEREST

19.1 The Service Provider agrees that during the term of this Agreement the Service Provider will not engage in any conduct which would or might put the interests of the City into conflict with the interests of the Service Provider or any other person, or use any Confidential Information for personal gain or any other purpose except as reasonably required, and strictly for, performing the Services.

19.2 The Service Provider now confirms and warrants that, to the best of the knowledge of the Service Provider, other than disclosed in Appendix D, there is no officer, director, or employee of the Service Provider (a "person having an interest") or any spouse or close business associate of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any

appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

- 20.1 If the Service Provider is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.
- 20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Service Provider.
- 20.3 The Service Provider shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Service Provider's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

21.0 COMPLIANCE WITH LAW

- 21.1 The Service Provider will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.
- 21.2 The Service Provider agrees that it will during the Term comply with all Applicable Laws.

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

- 22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution unless the Parties agree to resolve a dispute by mediation or arbitration. If a dispute arises under this Agreement, the Parties agree, before resorting to mediation, arbitration or litigation, on a commercially reasonable efforts basis, to resolve the dispute through each Party's senior management.

23.0 INDEPENDENT CONSULTANT

- 23.1 This Agreement is a contract for services and the Service Provider, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates, employees, volunteers and agents of the Service Provider and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.
- 23.2 The Service Provider will not represent to anyone that the Service Provider has any authority to bind the City in any way or that the Service Provider is an employee or agent of the City.

24.0 INDEPENDENT LEGAL ADVICE

- 24.1 The Service Provider acknowledges that the Service Provider has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

- 25.1 Time of the Essence.** Time shall be of the essence of this Agreement.
- 25.2 Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Service Provider to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Service Provider's lack of financial resources; the Service Provider's insolvency; strikes, lockouts or other withdrawals of services arising out of any labour dispute involving the City, the Service Provider or a Sub-contractor; or governmental action taken in the enforcement of any law specifically against the Service Provider or its Sub- Service Providers. If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0 GENERAL

- 26.1 No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.
- 26.2 Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 26.3 Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 26.4 Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 26.5 Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
- 26.6 Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Service Provider.

- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Service Provider is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Service Provider shall be joint and several.
- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Service Provider under this Agreement any amounts payable by the Service Provider to the City under this Agreement.
- 26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Service Provider and their respective successors and permitted assigns.
- 26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the City and the Service Provider each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER

s.15(1), s.22(1)

Authorized Signatory

Doug Smith, Director

Print Name and Title

s.15(1), s.22(1)

Authorized Signatory

s.15(1), s.22(1)

For N.K.
(CPO)

SUSAN JING SU, CATEGORY MANAGER ALEXANDER RALPH
Print Name and Title SR. MGR SCM OPS

CITYSTUDIO VANCOUVER SOCIETY

s.15(1), s.22(1)

Authorized Signatory

Janet Moore - Chair

Print Name and Title

s.15(1), s.22(1)

Authorized Signatory

Veronika Bylich - Board Member
Print Name and Title

APPENDIX A - SCOPE OF WORK

A. In return for COV's contributions described below, CS will provide COV with the following services and other direct benefits each year in advancing COV goals:

1. CS will continue to serve as an innovation and experimentation hub which:
 - enables COV greater collaboration with multiple post-secondary academic institutions, faculty and students on advancing COV goals above;
 - enhances student experiential learning in fields and skills related to COV goals and to improve their civic engagement and employability;
 - establishes and manages partnership parameters and relationships directly with and represent the major post-secondary learning institutions (a minimum of five institutions) in the Lower Mainland to provide students with access to COV.

CS will be responsible for recruiting faculty and students from applicable post-secondary academic institutions and also recruiting applicable third parties for the purposes of delivering the services described herein to COV.

2. CS will continually endeavour to increase revenue and support from other partners, grants, business and revenue sources.
3. CS to provide COV staff and CS student collaboration opportunities in its CS Studio and Campus Course Programs of up to 35 projects per year to conduct experiments and ideation (which may be revised in the future).
4. CS to host a maximum of two (2) meetings annually for the purpose of developing CS projects and continually work with COV staff to identify and scope projects aligned with City priorities.
5. CS to host two (2) showcasing and networking events (Hubbub) annually inside City Hall for COV staff, CS staff and students, academic and other community partners increasing COV engagement and external collaboration.
6. CS to provide COV staff with shared learning and professional development through project collaboration experiences.
7. With advance consultation and mutual agreement by CS, CS to host up to eight (8) visiting multi-party delegates/dignitaries to CS facilities on behalf of COV and/or the other academic partners, annually.
8. CS to host up to two (2) other COV led-events on behalf of COV in CS' facilities (e.g., Doors Open Vancouver) annually.
9. CS will provide the COV one board observer seat for the CityStudio Vancouver Society

Board of Directors. The board observer will not be a director of the Board and will not be entitled to vote but will be invited to every Board meeting and may provide input and participate in Board discussions. The City's board observer will be assigned by the City Manager. The COV will also provide one representative on the CS advisory council that consists of representatives from partner institutions. COV's representative on the CS advisory council will have the same rights and responsibilities as all other members of the CS advisory council.

10. CS to continue serving as a valuable source of referrals for COV to recruit and hire future staff and leaders.
11. CS to find, and serve as intermediary for, up to six (6) non-profits and social innovators, to sub-let the CS facilities for events subject to prior written notice to, and approval of, COV and complying with other requirements of the City lease on the CS facilities.
12. CS to build on and reinforce profile of COV as a global innovation leader, especially among students, other cities, universities and colleges through:
 - a. CS earned media in local, national, international and digital media channels, including CS photos, stories and other collateral.
 - b. CS attendance and presentations at local, national, international conferences.
 - c. Exporting and sharing CS knowledge and model with other cities.

B. COV will contribute the following to CS each year:

1. COV will provide CS reasonable access to COV staff to identify challenges and opportunities COV faces.
2. COV will provide CS reasonable access to COV staff to collaborate on projects through CS Studio, the Campus Course Program and other initiatives.
3. As partial payment of the consideration to CS for delivering its services, COV will provide CS use of COV property (including routine maintenance and utilities) located at 1800 Spyglass Place (approx. 3,500 sq/ft). If the Spyglass space is no longer available, COV will endeavour to identify adequate space of similar size for CS within another COV facility. As a condition to using the space provided by COV, CS is required to comply with the terms of a lease that is satisfactory to the City.
4. As partial payment of the consideration to CS for delivering its services, COV will pay CS \$100,000 per year for each year of the term of this Agreement. COV understands that CS will apply these funds to pay salaries and operating expenses that enable CS to deliver its services to COV. COV agrees to adjust this amount each year if COV is satisfied that, based on information provided by CS, an adjustment is necessary to account for reasonable Cost of Living Adjustments to CS salaries provided any adjustment in a 12 month period does not exceed 5%.
5. CS will invoice and COV will pay CS the yearly amount no later than June 30. If the amount is to be adjusted, COV and CS will agree on the revised amount no later than

March 31. Together with the invoice, CS will deliver to the City (a) a copy of the most recent financial statements required to be prepared by CS under the *Societies Act* (British Columbia), (b) to the extent not included in the foregoing set of financial statements, a reasonably detailed statement of revenues and expenses covering the same period as the financial statements, and (c) a statement of expected revenues and expenses for the period covered by the invoice.

6. COV and CS may agree on additional services not described in this Scope of Work and CS and COV will determine a reasonable compensation for additional services and through a separate mechanism or contract.
7. CS to seek prior written permission from COV and to comply with COV policy, by-laws, etc. before using City assets (buildings, streets, etc.).
8. CS will ensure that projects have appropriate insurance, permits or City approvals, and before using any City logos, trademarks or other intellectual property, CS will receive prior written approval from COV.

C. Timeframe

1. This Scope of Work will be in effect for four (4) years from the date of signing.

D. CityStudio Structure

1. CS is incorporated under the Societies Act of British Columbia.

E. Communication and Frequency of Meetings

1. COV and CS will meet at least quarterly to discuss their current and future work as contemplated by this Agreement.
2. CS' Board of Directors will meet at least quarterly to discuss CS' strategic direction and major issues.
3. CS' Advisory Council will meet at least once a year to discuss institutional relationships and involvement.
4. CS and COV shall not release or make any press releases, public announcements or notifications or publish any information about the other without first obtaining the written approval of the other in respect of the form and content of such release, announcement or notification.
5. Communication Responsibilities of CityStudio
 - COV will be represented in CS' communications, relating to the collaborative nature of this project and COV's strategic planning goals and targets.
 - COV will be profiled in CS' annual report.
 - COV Logo will appear on CityStudio's Homepage and profile page.

- Online, in print and in presentations CS will describe COV as a key partner that makes the wider collaboration possible.
6. Communication Responsibilities of City of Vancouver
- COV will provide communications support and opportunities to increase collaboration and engagement with CS.
 - COV will support CS in identifying partnership enrichment and development opportunities.
 - COV will support CS in identifying project opportunities with staff.
 - COV to internally promote and enable CS' programs and opportunities with staff and directors that are of mutual benefit.
 - COV will promote this collaboration online, in print and in presentations with the following key messages:
 - CityStudio was created by Duane Elverum and Janet Moore in 2011 with the strong initial support, vision and collaboration of the City of Vancouver and Simon Fraser University.
 - The intention of CityStudio is to establish a multi-school collaborative partnership aiming to provide opportunities for city staff, students and faculty to co-create projects in community that support the City of Vancouver's strategic plans, goals and targets.
 - Since 2011 the partnership has grown to include UBC, Emily Carr University of Art and Design, BCIT, Langara College, The Native Education College, Vancouver Community College as well as the Vancouver Economic Commission.
 - Through this collaboration:
 - the City of Vancouver benefits from the expertise of faculty amplified by the energy and creativity of students.
 - Students recruited by CS gain important professional relationships and employability skills while co-creating projects that directly benefit the City of Vancouver.
 - Faculty receive increased opportunities for student learning.
 - Communities benefit with projects on the ground that make neighbourhoods more sustainable, liveable and joyful.

F. Other Opportunities

1. This Scope of Work describes certain types of engagements and collaborations between CS and COV but will not limit future opportunities. CS and COV will continue to discuss other opportunities that may be to each party's mutual benefit. These other future opportunities are not covered by this Scope of Work. COV and CS may agree on other additional services, and CS and COV will determine a reasonable compensation and appropriate terms and conditions for those additional services through a different mechanism or contract.

APPENDIX B - INSURANCE REQUIREMENTS

A1.1 Required Types/Amounts Prior to commencing the Services, the Service Provider will obtain at its own expense:

- (a) a commercial general liability insurance policy with a limit of not less than \$5,000,000 per occurrence, and a deductible of not more than \$5,000, protecting the Service Provider and the Service Provider's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Service Provider or the actions of the Service Provider or the Service Provider's personnel. The policy must contain a cross-liability clause in favour of the City and will name the City and the City's officials, employees and agents as additional insureds.
- (b) Tenant's broad form legal liability with a limit of not less than \$1,000,000.

A1.2 Required Policy Terms

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice and, for any property insurance carried by the Service Provider, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

A1.3 Insurance Certificate

Prior to signing, and immediately following the signature of, this Agreement, the Service Provider shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

A1.4 Sub-Contractors' Insurance

The Service Provider will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Service Provider will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) and a copy of

the applicable insurance clauses from its Sub-contractor agreements.

A1.5 Insurance Requirements Additional to any other Requirements

The Service Provider and each of its Sub-contractors will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Service Provider or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Service Provider from any other provisions of this Agreement with respect to liability of the Service Provider or otherwise.

APPENDIX C - KEY PROJECT TEAM MEMBERS

1. Duane Elverum, Executive Director
2. Miriam Esquitín, General Manager

APPENDIX D - CONFLICT OF INTEREST DISCLOSURE

CityStudio Vancouver discloses that, to the best of our knowledge, as of the date of signing this agreement, there is no officer, director, or employee that has a conflict of interest as described in this agreement.



AMENDING AGREEMENT (No. 1)

Agreement #PS20180516

THIS AGREEMENT (this “Amending Agreement”) is made as of June 30, 2022

BETWEEN:

CITYSTUDIO VANCOUVER SOCIETY., a corporation organized under the laws of British Columbia and having an office at 1800 Spyglass Place, Vancouver, British Columbia, V5Z 4k8 (hereinafter referred to as the “**Service Provider**”)

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4 (hereinafter referred to as the “**City**”)

WHEREAS the Service Provider and the City have entered into that certain Supply Agreement relating to **PS20180516 - Supporting and Facilitation Collaboration Between The City and Academic Institutions dated August 1, 2018** (the “**Base Agreement**”);

AND WHEREAS the Service Provider and the City wish to record their agreement concerning certain amendments to the Base Agreement,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the Parties agree as set forth herein.

1. AMENDMENTS TO BASE AGREEMENT

- (a) Section 12.1 of the Base Agreement is deleted entirely and replaced with the following:
“The term of the Agreement will commence on the Effective Date and will expire on July 31, 2023, with additional two (2) two (2) year extension option at City’s discretion. (the “Term”).
- (b) Scope of Work to Appendix A of the Base Agreement is hereby deleted entirely and replaced with Appendix A - Scope of Work of this Amending Agreement.

2. FURTHER PROVISIONS OF THIS AMENDING AGREEMENT

- (a) This Amending Agreement shall be effective during the term of the Base Agreement (as amended hereby, if applicable) and shall terminate at the end of such term.
- (b) Unless otherwise defined in this Amending Agreement, capitalized terms used herein shall have the meanings ascribed thereto in the Base Agreement.

3. RATIFICATION OF TERMS

The parties hereby ratify the terms and conditions of the Base Agreement, except as varied hereby, and agree that except as amended by this Amending Agreement, the Base Agreement will continue in full force and effect.

4. COUNTERPARTS

This Amending Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Amending Agreement by signing any counterpart.

5. ELECTRONIC EXECUTION

Delivery of an executed signature page to this Amending Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

IN WITNESS WHEREOF this Amending Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories:

CITY OF VANCOUVER

s.15(1), s.22(1)

Susan Jing Su, Category Manager, Supply Chain Management

CITYSTUDIO VANCOUVER SOCIETY

s.15(1), s.22(1)

Bill Dow, Chair

s.15(1), s.22(1)

Natasha Mrkic-Subotic, Vice-Chair

APPENDIX A - SCOPE OF WORK

A. In return for the City's contributions described below, City Studio (CS) will provide COV (City of Vancouver) with the following services and other direct benefits in advancing the City's goals:

1. CS will continue to serve as an innovation and experimentation hub which:
 - enables COV greater collaboration with multiple post-secondary academic institutions, faculty and students on advancing COV strategic goals and priorities;
 - enhances student experiential learning in fields and skills related to COV goals and improves their civic engagement and employability;
 - aligns and advances civic innovation, engagement and learning for City staff and post-secondary students;
 - establishes and manages partnership parameters and relationships directly with and represents the major post-secondary learning institutions (a minimum of four (4) institutions) in the Lower Mainland to provide students with access to COV.

City Studio will be responsible for recruiting and supporting faculty and students from applicable post-secondary academic institutions and also recruiting applicable third parties for the purposes of delivering the services described herein to COV.

2. CS will continually endeavour to increase revenue and support from other partners, grants, business and revenue sources.
3. CS will provide up to 45 COV staff and City Studio post-secondary student collaboration opportunities in its CS Campus Course Programs per year to conduct research, design, experiments and ideation.
4. CS will build relationships and source innovation project ideas from diverse COV departments throughout the year, host a maximum of two (2) meetings annually for the purpose of developing CS projects, and continually work with COV staff to scope and manage projects aligned with City priorities.
5. CS will host two (2) showcasing and networking events (Hubbub) annually for COV leadership and staff, CS staff and students, academic and other community partners increasing COV engagement and external collaboration.
6. CS will provide COV staff with shared learning and professional development through project collaboration experiences.
7. CS will provide an annual report of activities to COV covering progress, challenges and outcomes on the scope of work. CS may provide an annual update to COV Mayor and Council to increase awareness of COV engagement with post-secondaries and innovation projects.

8. With advance consultation and mutual agreement by CS and as long as provincial and internal COVID regulations allow, CS will host up to two (2) visiting multi-party delegates/dignitaries to CS facilities on behalf of COV and/or the other academic partners, annually.
9. CS will host up to six (6) COV staff-led events, meetings or workshops, and up two (2) other COV led-events on behalf of COV in CS' facilities (e.g., Doors Open Vancouver) annually, as long as provincial and internal regulations allow.
10. CS will provide the COV one board observer seat for the CityStudio Vancouver Society Board of Directors. The board observer will not be a director of the Board and will not be entitled to vote but will be invited to every Board meeting and may provide input and participate in Board discussions. The City's board observer will be assigned by the City Manager.
11. CS will continue serving as a valuable source of referrals and promotion for COV to recruit and hire future staff and leaders, and inspire post-secondary students to think of COV as a desirable workplace.
12. CS will find and serve as intermediary for, up to six (6) non-profits and social innovators, to sub-let the CS facilities for events subject to prior written notice to, and approval of, COV and complying with other requirements of the City lease on the CS facilities, as long as provincial and internal COVID regulations allow.
13. CS will build on and reinforce profile of COV as a global innovation leader, especially among students, other cities, universities and colleges through:
 - (a) CS events and communications such as publications, collateral and social media.
 - (b) CS earned media in local, national, international and digital media channels.
 - (c) CS attendance and presentations at local, national, international conferences.
 - (d) Exporting and sharing CS knowledge and model with other cities.
14. CS will seek prior written permission from COV and to comply with COV policy, by-laws, etc. before using City assets (buildings, streets, etc.).
15. CS will ensure that projects have appropriate insurance, permits or City approvals, and before using any City logos, trademarks or other intellectual property, CS will receive prior written approval from COV.
- B. City of Vancouver (COV) will contribute the following to CityStudio (CS) each year:**
 1. COV will provide CS reasonable access to COV staff to identify challenges and opportunities COV faces that would benefit of CS services.
 2. COV will provide CS reasonable promotion and access to COV staff to collaborate on projects through CS Campus Courses and other initiatives.
 3. As partial payment of the consideration to CS for delivering its services, COV will provide CS use of COV property (including routine maintenance and utilities) located

at 1800 Spyglass Place (approx. 3,500 sq/ft). If the Spyglass space is no longer available, COV will identify adequate space of similar size for CS within another COV facility. As a condition to using the space provided by COV, CS is required to comply with the terms of a lease that is satisfactory to the City.

4. As partial payment of consideration to CS for delivering its services, COV will pay CS \$130,000 for each year of the term of this Amending Agreement. COV understands that CS will apply these funds to pay salaries and operating expenses that enable CS to deliver its services to COV. COV agrees to adjust this amount each year if COV is satisfied that, based on information provided by CS, an adjustment is necessary to account for reasonable Cost of Living Adjustments to CS salaries provided any adjustment in a 12-month period does not exceed 5%.
5. CS will invoice and COV will pay CS the yearly amount no later than September 30. If the amount is to be adjusted, COV and CS will agree on the revised amount no later than August 31. Together with the invoice, CS will deliver to the City (a) a copy of the most recent financial statements required to be prepared by CS under the *Societies Act* (British Columbia), and (b) to the extent not included in the foregoing set of financial statements, a reasonably detailed statement of revenues and expenses covering the same period as the financial statements.
6. COV and CS may agree on additional services not described in this Scope of Work and CS and COV will determine a reasonable compensation for additional services and through a separate mechanism or contract.
7. COV will designate liaisons that will endeavour to support alignment with CS.

C. Timeframe

1. This Scope of Work will be in effect for one (1) year from August 1, 2022 to July 31, 2023.

D. CityStudio Structure

1. CS is incorporated under the Societies Act of British Columbia and a charitable organization registered under the Income Tax Act.

E. Communication and Frequency of Meetings

1. COV and CS will meet at least quarterly to discuss their current and future work as contemplated by this Agreement.
2. CS' Board of Directors will meet at least quarterly to discuss CS' strategic direction and major issues.
3. CS and COV shall not release or make any press releases, public announcements or notifications or publish any information about the other without first obtaining the written approval of the other in respect of the form and content of such release, announcement or notification.
4. Communication Responsibilities of CityStudio (CS):

- (a) COV will be represented in CS communications, relating to the collaborative nature of this project and COV strategic planning goals and targets.
- (b) COV and the City logo will be profiled in CS annual report, website homepage and profile page.
- (c) Online, in print and in presentations CS will describe COV as a key partner that makes the wider collaboration possible.

5. Communication responsibilities of City of Vancouver (COV):

- (a) COV will provide communications support and opportunities to increase collaboration and engagement with CS.
- (b) COV will support CS in identifying partnership enrichment and development opportunities.
- (c) COV will support CS in identifying project opportunities with staff.
- (d) COV will internally promote and enable CS' programs and opportunities with staff and directors that are of mutual benefit.
- (e) COV will promote this collaboration online, in print and in presentations with mutually agreed key messages.

F. Other Opportunities

- 1. This Scope of Work describes certain types of engagements and collaborations between CS and COV but will not limit future opportunities. CS and COV will continue to discuss other opportunities that may be to each party's mutual benefit. These other future opportunities are not covered by this Scope of Work. COV and CS may agree on other additional services, and CS and COV will determine a reasonable compensation and appropriate terms and conditions for those additional services through a different mechanism or contract.



AMENDING AGREEMENT (No. 1)

Agreement #PS20180516

THIS AGREEMENT (this “Amending Agreement”) is made as of June 16, 2024

BETWEEN:

CITYSTUDIO VANCOUVER SOCIETY., a corporation organized under the laws of British Columbia and having an office at 1800 Spyglass Place, Vancouver, British Columbia, V5Z 4k8 (hereinafter referred to as the “**Service Provider**”)

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4 (hereinafter referred to as the “**City**”)

WHEREAS the Service Provider and the City have entered into that certain Supply Agreement relating to **PS20180516 - Supporting and Facilitation Collaboration Between The City and Academic Institutions dated August 1, 2018** (the “**Base Agreement**”);

AND WHEREAS the Service Provider and the City wish to record their agreement concerning certain amendments to the Base Agreement,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the Parties agree as set forth herein.

1. AMENDMENTS TO BASE AGREEMENT

- (a) Section 12.1 of the Base Agreement is deleted entirely and replaced with the following:
“The term of the Agreement will commence on the Effective Date and will expire on July 31, 2027.
- (b) Scope of Work to Appendix A of the Base Agreement is hereby deleted entirely and replaced with Appendix A - Scope of Work of this Amending Agreement.

2. FURTHER PROVISIONS OF THIS AMENDING AGREEMENT

- (a) This Amending Agreement shall be effective during the term of the Base Agreement (as amended hereby, if applicable) and shall terminate at the end of such term.
- (b) Unless otherwise defined in this Amending Agreement, capitalized terms used herein shall have the meanings ascribed thereto in the Base Agreement.

3. RATIFICATION OF TERMS

The parties hereby ratify the terms and conditions of the Base Agreement, except as varied hereby, and agree that except as amended by this Amending Agreement, the Base Agreement will continue in full force and effect.

4. COUNTERPARTS

This Amending Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Amending Agreement by signing any counterpart.

5. ELECTRONIC EXECUTION

Delivery of an executed signature page to this Amending Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

IN WITNESS WHEREOF this Amending Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories:

CITY OF VANCOUVER

PDF Bruce

Paul Bruce, Manager of Contracts & Administration, Supply Chain Management

CITY

s.15(1), s.22(1)

Bill Dow, Chair

s.15(1), s.22(1)

Duane Elverum, Executive Director and Co-Founder

APPENDIX A - SCOPE OF WORK

A. In return for the City's contributions described below, City Studio (CS) will provide COV (City of Vancouver) with the following services and other direct benefits in advancing the City's goals:

1. CS will continue to serve as an innovation and experimentation hub which:
 - enables COV greater collaboration with multiple post-secondary academic institutions, faculty and students on advancing COV strategic goals and priorities;
 - enhances student experiential learning in fields and skills related to COV goals and improves their civic engagement and employability;
 - aligns and advances civic innovation, engagement and learning for City staff and post-secondary students;
 - establishes and manages partnership parameters and relationships directly with and represents the major post-secondary learning institutions (a minimum of four (4) institutions) in the Lower Mainland to provide students with access to COV.

City Studio will be responsible for recruiting and supporting faculty and students from applicable post-secondary academic institutions and also recruiting applicable third parties for the purposes of delivering the services described herein to COV.

2. CS will continually endeavour to increase revenue and support from other partners, grants, business and revenue sources.
3. CS will provide up to 45 COV staff and City Studio post-secondary student collaboration opportunities in its CS Campus Course Programs per year to conduct research, design, experiments and ideation.
4. CS will build relationships and source innovation project ideas from diverse COV departments throughout the year, host a maximum of two (2) meetings annually for the purpose of developing CS projects, and continually work with COV staff to scope and manage projects aligned with City priorities.
5. CS will host two (2) showcasing and networking events (Hubbub) annually for COV leadership and staff, CS staff and students, academic and other community partners increasing COV engagement and external collaboration.
6. CS will provide COV staff with shared learning and professional development through project collaboration experiences.
7. CS will provide an annual report of activities to COV covering progress, challenges and outcomes on the scope of work. CS may provide an annual update to COV Mayor and Council to increase awareness of COV engagement with post-secondaries and innovation projects.

8. With advance consultation and mutual agreement by CS and as long as provincial and internal COVID regulations allow, CS will host up to two (2) visiting multi-party delegates/dignitaries to CS facilities on behalf of COV and/or the other academic partners, annually.
9. CS will host up to six (6) COV staff-led events, meetings or workshops, and up two (2) other COV led-events on behalf of COV in CS' facilities (e.g., Doors Open Vancouver) annually, as long as provincial and internal regulations allow.
10. CS will provide the COV one board observer seat for the CityStudio Vancouver Society Board of Directors. The board observer will not be a director of the Board and will not be entitled to vote but will be invited to every Board meeting and may provide input and participate in Board discussions. The City's board observer will be assigned by the City Manager.
11. CS will continue serving as a valuable source of referrals and promotion for COV to recruit and hire future staff and leaders, and inspire post-secondary students to think of COV as a desirable workplace.
12. CS will find and serve as intermediary for, up to six (6) non-profits and social innovators, to sub-let the CS facilities for events subject to prior written notice to, and approval of, COV and complying with other requirements of the City lease on the CS facilities, as long as provincial and internal COVID regulations allow.
13. CS will build on and reinforce profile of COV as a global innovation leader, especially among students, other cities, universities and colleges through:
 - (a) CS events and communications such as publications, collateral and social media.
 - (b) CS earned media in local, national, international and digital media channels.
 - (c) CS attendance and presentations at local, national, international conferences.
 - (d) Exporting and sharing CS knowledge and model with other cities.
14. CS will seek prior written permission from COV and to comply with COV policy, by-laws, etc. before using City assets (buildings, streets, etc.).
15. CS will ensure that projects have appropriate insurance, permits or City approvals, and before using any City logos, trademarks or other intellectual property, CS will receive prior written approval from COV.
- B. City of Vancouver (COV) will contribute the following to CityStudio (CS) each year:**
 1. COV will provide CS reasonable access to COV staff to identify challenges and opportunities COV faces that would benefit of CS services.
 2. COV will provide CS reasonable promotion and access to COV staff to collaborate on projects through CS Campus Courses and other initiatives.
 3. As partial payment of the consideration to CS for delivering its services, COV will provide CS use of COV property (including routine maintenance and utilities) located

at 1800 Spyglass Place (approx. 3,500 sq/ft). If the Spyglass space is no longer available, COV will identify adequate space of similar size for CS within another COV facility. As a condition to using the space provided by COV, CS is required to comply with the terms of a lease that is satisfactory to the City.

4. As partial payment of consideration to CS for delivering its services, COV will pay CS \$130,000 for each year of the term of this Amending Agreement. COV understands that CS will apply these funds to pay salaries and operating expenses that enable CS to deliver its services to COV. COV agrees to adjust this amount each year if COV is satisfied that, based on information provided by CS, an adjustment is necessary to account for reasonable Cost of Living Adjustments to CS salaries provided any adjustment in a 12-month period does not exceed 5%.
5. CS will invoice and COV will pay CS the yearly amount no later than September 30. If the amount is to be adjusted, COV and CS will agree on the revised amount no later than August 31. Together with the invoice, CS will deliver to the City (a) a copy of the most recent financial statements required to be prepared by CS under the *Societies Act* (British Columbia), and (b) to the extent not included in the foregoing set of financial statements, a reasonably detailed statement of revenues and expenses covering the same period as the financial statements.
6. COV and CS may agree on additional services not described in this Scope of Work and CS and COV will determine a reasonable compensation for additional services and through a separate mechanism or contract.
7. COV will designate liaisons that will endeavour to support alignment with CS.

C. Timeframe

1. This Scope of Work will be in effect for one (1) year from August 1, 2022 to July 31, 2023.

D. CityStudio Structure

1. CS is incorporated under the Societies Act of British Columbia and a charitable organization registered under the Income Tax Act.

E. Communication and Frequency of Meetings

1. COV and CS will meet at least quarterly to discuss their current and future work as contemplated by this Agreement.
2. CS' Board of Directors will meet at least quarterly to discuss CS' strategic direction and major issues.
3. CS and COV shall not release or make any press releases, public announcements or notifications or publish any information about the other without first obtaining the written approval of the other in respect of the form and content of such release, announcement or notification.
4. Communication Responsibilities of CityStudio (CS):

- (a) COV will be represented in CS communications, relating to the collaborative nature of this project and COV strategic planning goals and targets.
- (b) COV and the City logo will be profiled in CS annual report, website homepage and profile page.
- (c) Online, in print and in presentations CS will describe COV as a key partner that makes the wider collaboration possible.

5. Communication responsibilities of City of Vancouver (COV):

- (a) COV will provide communications support and opportunities to increase collaboration and engagement with CS.
- (b) COV will support CS in identifying partnership enrichment and development opportunities.
- (c) COV will support CS in identifying project opportunities with staff.
- (d) COV will internally promote and enable CS' programs and opportunities with staff and directors that are of mutual benefit.
- (e) COV will promote this collaboration online, in print and in presentations with mutually agreed key messages.

F. Other Opportunities

- 1. This Scope of Work describes certain types of engagements and collaborations between CS and COV but will not limit future opportunities. CS and COV will continue to discuss other opportunities that may be to each party's mutual benefit. These other future opportunities are not covered by this Scope of Work. COV and CS may agree on other additional services, and CS and COV will determine a reasonable compensation and appropriate terms and conditions for those additional services through a different mechanism or contract.



AMENDING AGREEMENT (No. 3)

Agreement #PS20180516

THIS AGREEMENT (this “Amending Agreement”) is made as of June 2, 2025

BETWEEN:

CITYSTUDIO VANCOUVER SOCIETY., a corporation organized under the laws of British Columbia and having an office at 1800 Spyglass Place, Vancouver, British Columbia, V5Z 4K8
(hereinafter referred to as the “**Service Provider**”)

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4
(hereinafter referred to as the “**City**”)

WHEREAS the Service Provider and the City have entered into that certain Supply Agreement relating to **PS20180516 - Supporting and Facilitation Collaboration Between The City and Academic Institutions dated August 1, 2018** (the “**Base Agreement**”);

AND WHEREAS the Service Provider and the City wish to record their agreement concerning certain amendments to the Base Agreement,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the Parties agree as set forth herein.

1. AMENDMENTS TO BASE AGREEMENT

- (a) Clause A1 - a minimum of four (4) institutions to be replaced with:
a minimum of two (2) institutions.

2. FURTHER PROVISIONS OF THIS AMENDING AGREEMENT

- (a) This Amending Agreement shall be effective during the term of the Base Agreement (as amended hereby, if applicable) and shall terminate at the end of such term.
- (b) Unless otherwise defined in this Amending Agreement, capitalized terms used herein shall have the meanings ascribed thereto in the Base Agreement.

3. RATIFICATION OF TERMS

The parties hereby ratify the terms and conditions of the Base Agreement, except as varied hereby, and agree that except as amended by this Amending Agreement, the Base Agreement will continue in full force and effect.

4. COUNTERPARTS

This Amending Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Amending Agreement by signing any counterpart.

5. ELECTRONIC EXECUTION

Delivery of an executed signature page to this Amending Agreement by either party by electronic transmission shall be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

IN WITNESS WHEREOF this Amending Agreement has been executed as of the day and year first above written by and on behalf of the parties by their duly authorized signatories:

CITY OF VANCOUVER

P D F Bruce

Paul Bruce, Manager of Contracts & Administration, Supply Chain Management

CITYSTUDIO VANCOUVER SOCIETY

s.15(1), s.22(1)

Bill Dow, Chair

s.15(1), s.22(1)

Duane Elverum, Executive Director and Co-Founder

APPENDIX A - SCOPE OF WORK

A. In return for the City's contributions described below, City Studio (CS) will provide COV (City of Vancouver) with the following services and other direct benefits in advancing the City's goals:

1. CS will continue to serve as an innovation and experimentation hub which:
 - enables COV greater collaboration with multiple post-secondary academic institutions, faculty and students on advancing COV strategic goals and priorities;
 - enhances student experiential learning in fields and skills related to COV goals and improves their civic engagement and employability;
 - aligns and advances civic innovation, engagement and learning for City staff and post-secondary students;
 - establishes and manages partnership parameters and relationships directly with and represents the major post-secondary learning institutions (a minimum of four (4) institutions) in the Lower Mainland to provide students with access to COV.

City Studio will be responsible for recruiting and supporting faculty and students from applicable post-secondary academic institutions and also recruiting applicable third parties for the purposes of delivering the services described herein to COV.

2. CS will continually endeavour to increase revenue and support from other partners, grants, business and revenue sources.
3. CS will provide up to 45 COV staff and City Studio post-secondary student collaboration opportunities in its CS Campus Course Programs per year to conduct research, design, experiments and ideation.
4. CS will build relationships and source innovation project ideas from diverse COV departments throughout the year, host a maximum of two (2) meetings annually for the purpose of developing CS projects, and continually work with COV staff to scope and manage projects aligned with City priorities.
5. CS will host two (2) showcasing and networking events (Hubbub) annually for COV leadership and staff, CS staff and students, academic and other community partners increasing COV engagement and external collaboration.
6. CS will provide COV staff with shared learning and professional development through project collaboration experiences.
7. CS will provide an annual report of activities to COV covering progress, challenges and outcomes on the scope of work. CS may provide an annual update to COV Mayor and Council to increase awareness of COV engagement with post-secondaries and innovation projects.

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C. Timeframe

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