



Forestry Innovation Investment Ltd.

REQUEST FOR QUALIFICATION (RFQ)

FII-24-05 AUDIT SERVICES

ISSUE DATE:	February 5, 2024
SUBMISSION DATE:	March 18, 2024 16:00 Pacific Standard Time
EMAIL SUBMISSION TO:	RFQ@BCFII.CA
DIRECT QUESTIONS TO:	Laura Bobadilla Manager, Finance and Contracts RFQ@BCFII.CA

*FII acknowledges that it is situated on the traditional territories of the
xʷməθkʷəy̍əm (Musqueam), Skwxwú7mesh (Squamish) and səliłwətaʔ (Tsleil-Waututh) Nations.*

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1. Summary

1.1 Overview of RFQ Requirement

Proponents are invited to put forward submissions for Audit Services according to the specifications set out in this RFQ. Any interested proponent may make a submission to this RFQ.

Proponents are advised to pay careful attention to the wording used throughout this RFQ. Failure to satisfy any term or condition noted may result in a rejected submission.

Key sections to consider when responding to this RFQ include:

Section 2.2 RFQ Service Description	A summary of the services FII requires. Proponents should review this section to understand the RFQ requirements and how their expertise matches the type(s) of services FII is looking for. Submissions should address these service requirements.
Section 4.2 Mandatory Requirements	Proponents must meet the mandatory requirements to receive further consideration during the evaluation process. Proponents are encouraged to use the checklist provided as guidance to ensure submissions are complete.
Sections 4.3 Evaluation Criteria and Scoring	Proponents should include evidence to support each of the evaluation criteria in their submission. This includes: <ul style="list-style-type: none"> • Providing a Summary of Vendor Expertise; • Outlining Vendor Qualifications and Samples; • Detailing Staff and Resources; • Detailing Resource Availability; • Providing References; • Listing Detailed Financial/Pricing; and • Providing Area Expert Availability.

If proponents have any questions with regards to the criteria, they are encouraged to reach out to FII for clarification at RFQ@bcfii.ca.

FII will review and classify submissions and, as a result, intends to establish a List of Qualified Suppliers for Audit Services.

FII reserves the right to update, change or modify this RFQ (including the scope of services described) at any time, and notice of any such amendments shall be posted to the FII website and BC Bid as an update. Further, FII reserves the right to cancel this RFQ at any time without notice and without liability to FII.

If the contract provisions are amended by FII during the term of this RFQ, notice of such amendments shall be posted to the FII website and BC Bid as an update to this RFQ. Proponents are responsible for monitoring the FII website and BC Bid for any such updates.

FII does not represent that any contract will be issued pursuant to this RFQ, nor does this RFQ obligate FII in any way to award a contract to any proponent that tenders a submission, or that is entered on the List of Qualified Suppliers. Contract awards, if any, shall only be determined after evaluations of available proponents' resources on a project-by-project basis as needs are identified by FII. See Appendix B for further information regarding the maintenance of the List of Qualified Suppliers by FII.

1.2 RFQ Schedule

The table below outlines the anticipated schedule and timing for this RFQ. The timing and sequence of events may vary and shall ultimately be determined by FII.

Event	Anticipated Date
RFQ issued	February 5, 2024
Submission time	March 18, 2024 16:00 Pacific Standard Time
Evaluation of submissions	March 19, 2024 – March 29, 2024
Proponents advised of results	April 1, 2024
List of Qualified Suppliers term period	April 1, 2024 – March 31, 2027

2. Background and Services Information

2.1 Forestry Innovation Investment Ltd.

Forestry Innovation Investment Ltd. (FII) is British Columbia’s market development agency for forest products. As a Crown agency of the B.C. Government, FII is focused on expanding opportunities for B.C. forest products and ensuring B.C.’s forest sector continues to be a key contributor to the provincial economy.

FII works in collaboration with the forest industry, research institutions, government, Indigenous organizations and other stakeholders to deliver innovative, forward-looking programming that responds to today’s market dynamics as well as tomorrow’s challenges and opportunities. This is done through delivering and co-funding a mix of research and capacity building, as well as market development and promotional activities.

As a Crown agency of the B.C. Government, FII is focused on expanding opportunities for B.C. forest products and ensuring B.C.’s forest sector continues to grow and prosper by:

- Promoting wood’s environmental merits as a preferred, sustainable, renewable building material.
- Expanding global markets by creating more opportunities in existing and new markets—especially in high-potential Asian countries like Japan, South Korea, China, India and Vietnam.
- Showcasing B.C.’s leadership in innovative wood use and manufacturing to advance the use of wood at home and abroad.
- Collaborating with government and industry partners to maximize our effectiveness in supporting the growth of the mass timber and engineered wood products sector in B.C.

Program Areas and Organization Structure

Two business divisions deliver FII programs: Operations and Corporate Services. The following table summarizes the activities of each of these divisions and their respective program areas.

Operations	
Market Initiatives	
<ul style="list-style-type: none"> • Research opportunities in new and emerging markets, and initiate early market exploration activities • Support industry trade associations in developing and/or expanding markets and market segments for B.C. forest products • Support industry efforts to mitigate market access and plant health issues • On behalf of the forest sector, manage outreach and relationship building in China with Chinese authorities and central government agencies • Undertake early-stage market development in India and Vietnam 	
Wood First	
<ul style="list-style-type: none"> • Support a robust valued-added manufacturing sector capable of driving and responding to market demand • Accelerate the adoption of existing and emerging wood-based products and building systems • Advance innovative wood use and building systems • Position B.C. as a world leader in sustainable and innovative wood-based products and building systems in design, production, and application 	

Market Outreach

- Promote the benefits of wood as a green building material
- Develop factual and science-based materials to position wood's environmental benefits and climate change mitigation potential
- Promote B.C. as a world leading supplier of environmentally responsible forest products
- Ensure markets are aware of B.C.'s sustainable forest management practices and high environmental standards

Corporate Services

Finance and Administration

- Ensure financial reporting meets or exceeds government standards
- Provide human resources, IT and office services to meet organizational needs
- Oversee budget and planning, internal controls and cash management
- Provide financial oversight, review and audit to maintain the highest standards of accountability

Corporate Relations

- Compile and share export data and analysis on market trends
- Support government and industry trade missions and related initiatives
- Provide analytical services to meet internal and external needs
- Oversee corporate reporting and performance evaluation

Location of Operations

Offices	Address
FII Corporate Office	#1200 – 1130 West Pender Street Vancouver, B.C., V6E 4A4
China subsidiary: FII Consulting (Shanghai) Co, Ltd.,	Unit 2306, No. 1168 Century Avenue Pudong New Area, Shanghai, China
India subsidiary: Forestry Innovation Consulting India Private Ltd.	One International Centre Unit 801-802, Tower 01 Senapati Bapat Marg, Prabhadevi, Mumbai – 400 013 India
Vietnam subsidiary: Forestry Innovation Consulting (Vietnam) Ltd.	Suite 1705, 17th Floor – Becamex Tower 230 Binh Duong Blvd, Phu Hoa Ward Thu Dau Mot City, Binh Duong Province Vietnam

More information on FII is available at bcfii.ca. Information on B.C.'s forest products, sustainably managed forests, expertise, wood design resources and events is available at naturallywood.com.

2.2 RFQ Service Description

2.2.1 Background

Forestry Innovation Investment Ltd. (FII) manages approximately \$21 million on behalf of the Government of British Columbia to support programs and initiatives integral to achieving objectives central to the Forest Investment Account and the Province's Strategic Plan. FII is committed to ensuring that investments optimize BC's ability to improve international competitiveness and increase the level of benefit derived from the Crown's forest resource.

FII invests a considerable portion of its Market Initiatives and Wood First Programs funds into joint industry cost shared projects. These projects are delivered by non-profit industry associations, research institutes, post-secondary institutions, or government Ministries. For a more detailed explanation of FII's third party funding / eligibility criteria please visit www.bcfii.ca.

In order to ensure full coverage of the audit program, FII is seeking to select a professional audit firms or teams of individuals to provide optimal value in carrying out the audit assignments. FII is looking for experience in conducting audits of performance against the agreements, including financial and operational compliance. In addition to auditing expertise (financial and performance), it is expected that a number of assignments will require expertise in economics, marketing, information technology, product development or forestry. While not an essential element of the proposal, firms/individuals should indicate if such expertise is available.

Interested parties are being asked to provide a detailed description of their qualifications and experience in similar projects of this kind, their availability for the required time period and willingness to provide services. A quotation of the rates proposed for the various levels of staff, sub-contractors or other resources that would be used for this audit work is also required.

FII will negotiate and enter into a contract or series of contracts with the proponent(s) who best meet the needs of the specific audits and provide the best value.

Proponents should identify an audit manager in their submission who would work closely with FII management to complete audit planning, assign auditors to various projects, oversee the quality and comprehensiveness of audit activities, provide input to auditors as required, review all audit reports to ensure completeness and consistency, and assist with challenging audit situations or contentious audit issues.

2.2.2 Recipient Audit Program

FII's monitoring and audit program is an integral part of FII's performance management framework. This framework comprises the performance management system, risk assessment processes, recipient monitoring and audit, internal audit and evaluation activity. The results of these activities are reported to FII's Audit Committee, the Board of Directors and to the Minister of Jobs, Economic Development and Competitiveness

- The monitoring and audit framework is designed to provide assurance that:
- Recipient projects are delivered in accordance with approved project plans
- Funds are spent on eligible activities and costs
- Projects are delivered to a high quality, in an efficient and effective manner
- Projects achieve the expected deliverables
- Project delivery is cost-effective
- Recipients comply with all aspects of their agreements
- Recipients provide accurate and timely financial and deliverable/outcome information; and,
- Recipients are held accountable for their use of public funds

The annual plan for the monitoring and auditing of funding recipients addresses the performance and the achievements of the objectives and expectations identified in their agreements with FII.

The plan also proposes to conduct reviews of certain projects. This would entail agreeing with submitted year-end financial reports to recipient financial records, and a review of recipients' general ledgers for unusual items. This is a very powerful review approach and has particular use where a recipient has multiple projects, one of which is being audited, but others are of moderate risk. In some cases, one or two other aspects of performance may also be reviewed. Such a 'focused review' would be similar in form to a limited assurance audit. Applying this range of possible examinations to suit particular risks and circumstances is both efficient and effective. It has particular relevance for an effectively integrated monitoring and audit program.

FII takes a risk-based approach to monitoring and auditing recipient agreements. Final review and audit selections are based on risk assessments and performance observed through monitoring during the year and approved by FII's Audit Committee

In fiscal 2022/23, 16 out of 61 recipient agreements were audited externally and FII staff monitored all 61 recipient projects internally. In fiscal 2023/24, there are 45 recipient agreements in total, all of which are being monitored internally. A selection will again be subject to review and audit, based on risk assessment and preliminary monitoring observations.

The Recipients will be made aware of the audit selections once their final annual reporting has been received and audit and/or reviews will begin in May to be completed by August.

The audits will have a continued focus on management costs, ineligible activities, expenses, other revenue, and there will be an expectation of full compliance with FII's policies. Emerging issues include costs and expectations where there is increased coordination and cost sharing between recipients, and requirements related to use of and accounting for contractors and fixed assets.

Each year, FII performs a Program Review which focuses on the strategies of certain recipients – are the strategies founded on relevant, current market research and targeted to tangible market opportunities? There will also be a continuation of the current focus on recipients' performance measurement systems – are the measures relevant, complete, accurate, reliable and efficient, do they support FII's objectives and performance measurement system, and can interim outcomes be expressed in the form of an ROI or similar measure?

It is expected to have more senior qualified audit staff should perform the Program Review.

Program reviews typically begin in June or July and are to be completed by the end of December.

2.2.3 General IT Controls Review

Systems integrity and security has been identified as an important risk given the reliance that FII places on its information technology ("IT") environment. A general computer controls review will assess the organization's IT governance and will address such areas as:

- IT objectives and plans
- IT risk assessment
- Backup and redundancy
- Third party services, if relevant
- Change management
- Logical and physical security

Assessment will be performed with guidance from both CoBIT (Control Objectives for Information Technology) framework and ISO 17799, and internationally recognized generic information standard. At the Audit Committees recommendation, an audit will take place sometime in the next 2 years.

2.2.4 Other Internal Audits as Deemed Necessary

The past internal audits have been performed on FII's travel expenses, procurement services and other such processes. These types of internal audits will continue in the future and are generally conducted in October, November or early February.

All interested proponents are encouraged to review the materials on FII's websites to get the full scope of FII's corporate mandate and associated promotional materials:

- naturally:wood – naturallywood.com
- naturally:wood YouTube – youtube.com/naturallywood
- naturally:wood Facebook – <http://www.facebook.com/naturallywoodcommunity>
- naturally:wood LinkedIn – www.linkedin.com/showcase/naturallywood/
- naturally:wood Twitter - <https://twitter.com/naturallywood>
- FII – bcfii.ca
- FII LinkedIn – linkedin.com/company/forestry-innovation-investment/
- FII India – canadianwood.in
- FII India YouTube - youtube.com/CanadianWoodIndia
- FII Vietnam – canadianwood.com.vn
- FII Vietnam YouTube – youtube.com/CanadianWoodVietnam

2.2.5 Term of List of Qualified Suppliers

The term of this List of Qualified Suppliers that is expected to be produced as a result of this RFQ is approximately **three (3) years** from the notice of evaluation result for this RFQ.

2.2.6 Maintaining the List of Qualified Suppliers

Further information on how the List of Qualified Suppliers will be maintained and used is set forth in Appendix B.

3. Submission Instructions

3.1 Submission Deadline and Receipt Location

Submissions must be in English and must be submitted using the method below. Submissions received after the closing date will not be assessed.

Email Submissions:

Proponents must submit an electronic submission by email no later than **March 18, 2024 16:00 Pacific Standard Time**. Email submissions must be submitted to RFQ@bcfii.ca in accordance with the instructions in Section 3.2 of this RFQ.

3.2 Submittal

- Submissions must be submitted before closing time to the closing location as set out in Section 3.1 of this RFQ. Submissions must not be sent by fax. The proponent is solely responsible for ensuring that, regardless of submission method selected, FII receives a complete submission, including all attachments or enclosures, before the closing time.
- The proponent acknowledges that email transmissions are inherently unreliable. The proponent is solely responsible for ensuring that its complete email submission and all attachments have been received before Closing Time. If FII's system rejects an email submission for any reason, and the proponent does not resubmit by the same or other permitted submission method before closing time, the proponent will not be permitted to resubmit after closing time. The proponent is strongly advised to contact FII immediately should this arise.
- For electronic submissions the following applies:
 - The maximum size of each attachment must be 50 MB or less (proponents are solely responsible for ensuring that email submissions comply with any size restrictions imposed by the proponent's internet service provider).
 - Proponents should submit email submission in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the proponent may make multiple submissions to reduce attachment file size to be within the maximum applicable size; proponents should identify the order and number of emails making up the email submission (e.g. email 1 of 3, email 2 of 3...).
 - For email submissions sent through multiple emails, FII reserves the right to seek clarification or reject the submission if FII is unable to determine what documents constitute the complete submission.
 - Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. FII may reject submissions that are compressed, cannot be opened or that contain viruses, malware or corrupted attachments.
- The subject line of the email and any attachment should be clearly marked with the name of the proponent, the RFQ number and the project or program title.

- FII strongly encourages proponents using electronic submissions to submit submissions with sufficient time to complete the upload and transmission of the complete submission and any attachments before closing time.
- The proponent bears all risk associated with delivering its submission electronically, including but not limited to delays in transmission between the proponent's computer and FII's electronic mail system.

3.3 Late Submissions

Submissions will be marked with their receipt time at the closing location described in Section 3.1 above. Late submissions will not be accepted and will be returned to the proponent. In the event of a dispute, the submission receipt time as recorded at the closing location will prevail, whether accurate or not.

3.4 Changes to Submissions

By submission of a clear and detailed written notice, a proponent may amend or withdraw its submission prior to the submission time. A proponent cannot change the wording of its submission after the submission time, and no words or comments will be added to the submission after the submission time unless requested by FII for purposes of clarification, or to correct minor defects pursuant to Section 3.5 below.

3.5 Correction of Minor Defects

FII reserves the right, in its sole discretion, to invite a proponent to correct minor defects in a submission.

3.6 Mandatory Requirements

Each submission must comply with the mandatory requirements listed in Section 4.2 below, to be considered by the evaluation team in respect of the evaluation criteria.

3.7 Submission Format

Written submissions should be organized in the following format and sequence listed below:

- Submission Letter (see Section 3.8)
- Submission Document
 - Table of Contents
 - Vendor Profile (see Section 4.4)
 - Summary of Vendor Expertise (see Section 4.5)
 - Vendor Qualifications and Samples (see Section 4.6)
 - Staff & Resources (see Section 4.7)
 - Availability (see Section 4.8)
 - References (see Section 4.9)
 - Financial/Pricing (see Section 4.10)
 - Other Appendices as needed

3.8 Submission Letter

The submission letter in Appendix D of this RFQ, or a similar representation of the same information, **must** be completed, signed by an authorized representative of the proponent, and included in the submission.

3.9 Enquiries

All enquiries regarding this RFQ must be directed to FII in writing. No verbal enquiries will be accepted. FII reserves the right to not respond to enquiries and to communicate the enquiry and the answer to all proponents. FII is not responsible for any error that could occur from submission or communication of an enquiry by a proponent.

4. Submission Content

4.1 General Information

The requirements described with a **must** in this RFQ are required to be provided in the submission. It is recommended that submissions also respond to requirements in this RFQ. The submission response to all mandatory and evaluation requirements in this RFQ will be considered by the evaluation team.

4.2 Mandatory Requirements

The following are mandatory requirements for all submissions. Failure to provide a response to a mandatory requirement(s) will result in a rejection of the submission. Submissions that do not clearly demonstrate that they meet the mandatory requirements will receive no further consideration during the evaluation process.

✓	Mandatory Requirements Checklist
<input type="checkbox"/>	Submission must be delivered to FII by email no later than March 18, 2024 16:00 Pacific Standard Time (see Section 3.1)
<input type="checkbox"/>	The submission letter in Appendix D of this RFQ, or a similar representation of the same information, must be completed, signed by an authorized representative of the proponent, and included in the submission (see Section 3.8).
<input type="checkbox"/>	The submission document must include a vendor profile (see Section 4.4)
<input type="checkbox"/>	The submission must clearly identify each key staff member by role and include their hourly and/or daily rates for each year of this RFQ. These rates must remain unchanged during the term of the RFQ. (see Section 4.7 and 4.10)

4.3 Evaluation Criteria and Scoring

Responses meeting the mandatory requirements will be further assessed against the following evaluation criteria. Responses not achieving a passing percentage score of **60%** will receive no further consideration during the qualifications review.

Evaluation Criteria and Scoring	Percentage Score
1. Summary of Vendor Expertise (see Section 4.5)	15%
2. Vendor Qualifications and Samples (see Section 4.6)	30%
3. Staff and Resources (see Section 4.7)	15%
4. Availability (see Section 4.8)	10%
5. References (see Section 4.9)	5%
6. Financial/Pricing (see Section 4.10)	15%
7. Area Expert Availability (see Section 4.11)	10%

4.4 Vendor Profile

The submission should include the following:

- The full legal name and address of the proponent
- A description of the proponent's type of business (sole proprietorship, partnership, corporation, etc.)
- Details of any subcontracting or consortium arrangements proposed by the proponent (see Section 4.12 and 4.13)
- The full legal name of any proposed subcontractors or consortium members

4.5 Summary of Vendor Expertise

Proponents are requested to briefly describe why they believe their skills and experience meet the requirements of this RFQ and demonstrate why they feel they should be included in FII's list of qualified suppliers.

4.6 Vendor Qualifications and Samples

Proponents should provide a summary of their Audit experience in the areas of performance, financial and contract management. The submission should include three (3) project examples with a particular emphasis on the forest sector and/or Government funded projects, including:

- Projects that have been successfully completed, highlighting the specific aspects of performance, finance and contract management involved
- The quality management/assurance process followed
- The outcome of the assignment(s) and the value added to client.

4.7 Staff and Resources

Proponents should provide a summary of experience and skills (or attach maximum one (1) page CVs in the appendices) for the individuals who may be working on projects. Should there be components of the services that the proponent intends to outsource to other firms, they should specify the nature of the subcontracting relationship.

4.8 Availability

Proponents should indicate the availability of resources to complete the work within any timeframes identified.

4.9 References

Three (3) references should be provided relevant to the proponent's experience and qualification. References should be relevant to the project examples provided in the Qualifications section. Include contact information for each reference.

The evaluation team may ask to contact the references provided by the proponent, or other references that are familiar with the proponent's work. Where in the opinion of FII a proponent's resource receives an unsatisfactory reference, FII reserves the right to reject the submission.

4.10 Financial/Pricing

The submission must clearly identify each key staff member by role and include their hourly and/or daily rates for each year of this RFQ. These rates must remain unchanged during the term of the RFQ. Rates of subcontractors are to be identified where known. FII will focus on value for money regarding the skills and experience of the firm detailed in the submission.

Prices quoted shall be in Canadian dollars and exclusive of the Provincial Sales Tax (PST) and Goods and Services Tax (GST).

4.11 Area Expert Availability

In addition to auditing expertise (financial and performance), it is expected that a number of assignments will require expertise in economics, marketing, information technology, product development, or forestry. Given the somewhat specialized nature of many of FII's investments, previous experience in the above areas or access to that expertise will help auditors better understand the focus and objectives of various projects and how project activities and expenditures may relate to the achievement of those objectives.

Proponents should clearly identify any specialized experience their auditors/audit team may offer, as it relates to economics, marketing, information technology, product development or forestry.

4.12 Consortiums

If the submission is provided by a consortium of two or more individuals or entities then the submission must identify one of the members of the consortium as the proponent, and the others as subcontractors to the proponent. The proponent so identified shall be responsible for all terms and conditions of any contracts that may be awarded and will be the only party to whom FII shall be obligated under any such contract (if awarded). The proponent so identified will be responsible for ensuring that the other members of the consortium, as subcontractors, are able to provide the services to be provided by them under any such contract.

4.13 Subcontractors

Proponents should identify all subcontractors that they intend to use in providing any services, and their submission should provide the same information on the subcontractors that is provided on the proponent (as required in Section 4.4 above).

A competitive process is not required for the proponent to enter into any subcontracts under \$25,000; however, the proponent will retain evidence to demonstrate that the price charged and rates used are reasonable. Reasonable means that they are within the normal expected range for similar services.

The proponent must obtain the approval of FII before entering into any subcontracts between \$25,000 - \$100,000 not included and specifically identified in the original approved submission. FII may, at its discretion, request that such subcontracting be carried out using a competitive tendering process. If a competitive process is not required, the proponent will detail and maintain a rationale for the selection of the subcontractor with reference to how the reasonableness of the rate charged has been ascertained.

Unless otherwise agreed to in writing by FII, all subcontracts exceeding \$100,000, including cumulative awards to the same subcontractor, will be awarded using a competitive tendering process. If a competitive process is not possible, for any reason, then FII reserves the right to request that the proposed subcontractor submit a separate submission to FII for consideration and evaluation in accordance with FII's request for submission process.

4.14 Conflict of Interest

In their submissions, proponents should indicate any real or potential conflict of interest of which they are aware regarding performing work under this RFQ.

FII may reject a submission if, in the opinion of FII, the proponent or its submission would create a conflict of interest in connection with the services requested under this RFQ.

4.15 Submission Acceptance/Rejection

FII is not required to accept the lowest cost submission and may reject any or all submissions.

5. RFQ Terms and Conditions

7.1 No Contract

This RFQ does not constitute an offer to enter into a contract with FII and no contract of any kind is formed under, or arises from, this RFQ or the entry of the name of a proponent on the List of Qualified Suppliers. This RFQ will not prohibit or restrict FII from direct awarding a contract where FII deems it necessary to do so.

7.2 Freedom of Information and Protection of Privacy Act

All documents and other records (including the submissions) in the custody of or under the control of FII may be subject to the Freedom of Information and Protection of Privacy Act (British Columbia) (FOIPPA), and may be required, by law, to be disclosed under FOIPPA.

Except as expressly stated in this RFQ and subject to FOIPPA, all documents and other records included in a submission (and the submission) to this RFQ will be considered confidential by FII.

7.3 Confidentiality

Information pertaining to FII obtained by a proponent as a result of participation in this RFQ is confidential and must not be disclosed without prior written consent from FII.

7.4 Incurred Costs

Proponents are solely responsible for their own expenses in preparing their submissions and for subsequent contract negotiations with FII, if any. If FII elects to reject all submissions received, FII will not be liable to any proponent for any claims, whether for costs or damages incurred by a proponent in preparing its submission, or any other matter whatsoever, and proponents waive any and all claims for any such costs or damages.

7.5 Reservation of Rights

FII reserves the right, in its sole discretion, to:

- Amend the scope of the Services, modify, cancel or suspend this RFQ or any or all stages of the RFQ, at any time for any reason
- Accept or reject any submission based upon the evaluation criteria described in this RFQ as determined in the sole discretion of the evaluation team
- Not accept any or all submission
- Reject or disqualify any or all submissions without any obligations, compensation or reimbursement to any proponent
- Re-advertise for new or additional submissions after the submission date until the expiry of the term for the List of Qualified Suppliers
- Make any changes to the terms of the opportunity described in the RFQ
- Extend, from time to time, any date, time period or deadline provided in this RFQ
- Cancel the List of Qualified Suppliers at any time without entering into any contracts
- Enter into contracts with none, some or all of the proponents in the List of Qualified Suppliers, or only with one or more specific proponents in the List of Qualified Suppliers.

7.6 No Obligation to Contract

FII is not obligated to award any contracts under this RFQ to any proponents, and no proponent whose name is entered on the List of Qualified Suppliers is entitled, as a matter of right, to an award of contract, even if one or more other proponents on the List of Qualified Suppliers is awarded one or more contracts. Proponents whose names appear on the List of Qualified Suppliers may not be awarded a contract.

7.7 Form of Contract

It is expected that any proponent on the List of Qualified Suppliers who is awarded a contract will enter into a contract with FII in substantially similar form and on substantially similar terms and conditions as the contract attached as Appendix C.

7.8 Ownership of Submissions

All submissions to this RFQ and accompanying documentation will become the property of and will be retained by FII. Returns of any subsequent documentation or materials will be at the sole discretion of FII.

7.9 Agreement on International Trade

This RFQ is subject to Chapter 5 of the Agreement on International Trade, and its successor the Trade, Investment and Mobility Agreement, effective April 1, 2009.

7.10 Notification

When the review process is completed and the initial List of Qualified Suppliers is finalized, FII will notify proponents of the results.

7.11 Vendor Debriefing

FII will offer a debriefing to proponents who did not make the List of Qualified Suppliers, on request, at a mutually agreeable time.

7.12 Qualified Suppliers List Distribution

FII reserves the right to distribute contact information of proponents currently on FII's Qualified Suppliers List to stakeholders or other industry third party contacts.

6. Appendices

- Appendix A – Defined Terms
- Appendix B – Maintaining the List of Qualified Suppliers
- Appendix C – FII Professional Service Agreement Template
- Appendix D – Submission Letter

Appendix A – Defined Terms

When used in this RFQ the following terms will have the meanings given to them below. Any terms defined elsewhere in this RFQ will have the meanings so given to them.

Consortium: two or more individuals and/or organizations that together submit a response to this RFQ

Contract: the written agreement resulting from this RFQ executed by FII, and a successful proponent from the List of Qualified Suppliers

Evaluation criteria: the criteria described in Section 4.2 and 4.3 below

Evaluation team: the committee established by FII to evaluate submissions under this RFQ

FII: Forestry Innovation Investment Ltd.

List of Qualified Suppliers: the list of proponents, prepared and maintained by FII, who have the qualifications required under this RFQ to provide the services, as assessed by the evaluation team

Must, or mandatory: a requirement that has to be met in order for a submission to receive consideration under this RFQ, as described in Sections 3.1, 3.3, 3.4 and 4.2 below, unless specifically stated otherwise in this RFQ

Pacific Time: Pacific Standard Time or Pacific Daylight time as provided for in the Daylight Savings Time Act of British Columbia

Proponent: an individual, partnership, firm or company that submits, or intends to submit, a submission in response to this RFQ

RFQ: this document and any Schedules or Appendices attached to this document, as they may be amended by FII

Services: the functions, duties, tasks and responsibilities to be provided by the proponent as described in the contract awarded to a proponent on the List of Qualified Suppliers

Should or desirable: a requirement having a significant degree of importance to the objectives of the RFQ and which will be considered in the evaluation of the submission

Subcontractor: a person, firm, corporation or other legal entity contracting with the proponent to perform a part of the services

Submission: a formal response submitted by a proponent to this RFQ and is the statement of information that substantially complies with the form and content requirements of this RFQ

Submission time: the time and date indicated as such under Section 1.2, being the time and date after which the evaluation of submissions will take place by the evaluation team for purposes of determining the initial List of Qualified Suppliers

Appendix B – Maintaining the List of Qualified Suppliers

1. Changes to the List

FII may, at its sole discretion, and from time to time:

- Extend the term during which the List of Qualified Suppliers is valid
- Invite additional proponents to make a submission for consideration of being added to the List of Qualified Suppliers
- Request or permit one or more proponents to submit additional information, including related experience, availability and fee information
- Update the List of Qualified Suppliers based upon eligibility criteria
- Categorize proponents on the basis of their stated expertise

2. Proponent Changes

Proponents named in the List of Qualified Suppliers should promptly notify FII in writing of any material changes to the information contained in their submission. FII may, but is not obligated to, update the List of Qualified Suppliers, at any time, in its discretion, to reflect such changes.

Proponents named in the List of Qualified Suppliers who wish to make any addition, deletion or other change to their submission should notify FII in writing as to the proposed change. FII may, but is not obligated to, consider such a change and to update the List of Qualified Suppliers at any time, at its discretion. Any such change may be disallowed by FII.

3. Withdrawal from the List

Any proponent may withdraw its name from the List of Qualified Suppliers at any time by notice in writing to FII.

4. Use of List

FII may, at its discretion, and from time to time:

- Use the List of Qualified Suppliers to award contracts to proponents with relevant expertise in connection with specific projects, in which case:
 - As specific projects are identified, the evaluation team will assess the qualifications and experience of all proponents on the List of Qualified Suppliers
 - The evaluation for each such project shall be based primarily on the proponent
 - being capable of providing and satisfactorily completing the specific project
 - being cost effective
 - being readily available to complete a time sensitive project
 - having specific expertise
- Develop and implement processes and criteria for identifying, classifying and selecting proponents from the List of Qualified Suppliers
- Develop shortlists of proponents from the List of Qualified Suppliers in connection with specific projects and invite shortlisted proponents to be considered for one or more contracts in connection with such projects
- Select proponents to enter into one or more contracts directly from the List of Qualified Suppliers in accordance with provincial procurement policies
- Contact any one or more proponents from the List of Qualified Suppliers
- Consider or invite any one or more proponents from the List of Qualified Suppliers to enter into, or compete to enter into, one or more contracts
- Enter into more than one contract with the same proponent from the List of Qualified Suppliers, and to not enter into any contract with other proponents from the List of Qualified Suppliers
- Not use the List of Qualified Suppliers in any way whatsoever including, without limitation, by not selecting proponents to enter into, or by not inviting them to compete in respect of, any one or more contracts
- Not enter into any contracts

Appendix C – FII Professional Service Agreement Template

PROFESSIONAL SERVICES AGREEMENT (PSA)

S24-XXX-XX

This Agreement is made and entered into this XX day of XXXX, 2023.

BY AND BETWEEN:

FORESTRY INNOVATION INVESTMENT LTD. (“FII”)

having an address at:

#1200 – 1130 West Pender Street

Vancouver, British Columbia, V6E 4A4

Phone Number: 604.685.7507

AND

VENDOR NAME (“VENDOR”)

having an address at:

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXX

Phone Number: XXX-XXX-XXXX

WHEREAS FII wishes to receive XXXXX Services and has issued a Request for Qualifications FII-XX-XX dated MMMM DD, YYYY.

WHEREAS the Vendor has provided FII with a Project Proposal dated XXXX XX, 2022 attached as Schedule G. For valuable consideration the parties agree to the provisions of the attached terms and conditions and schedules, which schedules are incorporated into and form part of this agreement.

Schedule **A** – Services and Deliverables

Schedule **B** – Costs and Payments

Schedule **C** – Travel Policy and Expense Claims

Schedule **D** – Invoicing Requirements

Schedule **E** – Insurance Coverage

Schedule **F** – Confidentiality & Non-Disclosure

Schedule **G** – Vendor Project Proposal

Schedule **H** – Photograph/Video License

Schedule **I** – Standards of Conduct Policy

<p>SIGNED AND DELIVERED by Forestry Innovation Investment Ltd.</p> <p>Signature: _____</p> <p>Signing Authority Title</p> <p>Date: _____</p>	<p>SIGNED AND DELIVERED by [insert vendor name]</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Terms and Conditions

1. Services. Vendor will provide the services described in Schedule A (*Services and Deliverables*) (the “**Services**”) in accordance with the provisions of this Agreement. Vendor will provide the Services during the Term (as defined in Schedule A) regardless of the date of execution or delivery of this Agreement.

2. Labour and Materials. Unless the parties otherwise agree in writing, Vendor will supply and pay for all labour, materials, facilities, and approvals necessary or otherwise required for Vendor to perform the Services under this Agreement.

3. Standard of Care. Unless otherwise specified in this Agreement, Vendor will perform the Services to a standard of care, skill and diligence of a prudent person providing services (on a commercial basis) that are similar to the Services.

4. Competency. Vendor will ensure that all persons Vendor employs or retains to perform the Services are competent to do so and are properly trained, instructed, and supervised.

5. FII’s Instructions. FII may from time to time give Vendor reasonable instructions (in writing or otherwise) as to the performance of the Services. Vendor will comply with those instructions and, unless otherwise specified in this Agreement or by FII, Vendor may determine the manner in which the instructions are to be carried out.

6. Status Reports. Upon FII’s request, Vendor will fully inform FII of all work done by Vendor or a subcontractor in connection with providing the Services.

7. Records. Vendor will maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in performing the Services, in form and content and for a period satisfactory to FII, as may be notified by FII to Vendor.

8. Inspections. Vendor will permit FII at all reasonable times to inspect and copy all material that has been produced or received by Vendor or any subcontractor in connection with providing the Services under this Agreement (collectively the “**Material**”) including, without limitation, all accounting records, findings, software, data, specifications, drawings, reports, and documents, whether complete or not.

9. Confidential Material. Vendor and Vendor’s employees, agents and permitted subcontractors (and if Vendor is a company, its directors, and officers) (the “**Vendor Group**”) will treat all Material as confidential in accordance with, and subject to, the terms and conditions of confidentiality and non-disclosure set forth in Schedule F (*Confidentiality & Non-Disclosure*).

10. FII’s Ownership. The Material and any property FII provide to Vendor or a subcontractor in connection with this Agreement or the Services is FII’s exclusive property. Vendor will deliver the Material to FII immediately upon FII’s request.

11. Copyright. The copyright in any Material created under this Agreement by Vendor (or any member of the Vendor Group) belongs exclusively to FII. Upon FII’s request, Vendor will deliver to

FII duly signed documents, in a form satisfactory to FII, waiving in FII’s favour any moral rights which Vendor (or any member of the Vendor Group) may have in the Material, and confirming the vesting of all such copyright in FII.

12. Insurance Coverage. Except as provided below, Vendor will maintain and pay for the insurance outlined in Schedule E (*Insurance Coverage*). If the Vendor does not have insurance coverage, then the Vendor will notify FII in writing at the time of signing this Agreement, in which case FII may, in its discretion, waive (or reduce) the insurance requirements in Schedule E (*Insurance Coverage*). FII will notify Vendor in writing of any such waiver or reduction of the insurance requirements in Schedule E (*Insurance Coverage*).

13. Taxes. Vendor will apply for and, immediately on receipt, remit to FII any refund or remission of federal or provincial tax or duty available with respect to any items which FII has paid for or agreed to pay for under this Agreement.

14. Compliance with Laws. In performing the Services under this Agreement, Vendor will comply with all applicable laws, including the provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), and its provisions regarding the protection and privacy of personal information.

15. Indemnity. Vendor agrees to indemnify and save harmless FII and its directors, officers, employees and agents (the “**FII Group**”) from any losses, claims, damages, actions, causes of action, costs (including legal costs on a solicitor-client basis) and expenses that FII or any of the FII Group may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur as a result of any negligence or malfeasance of the Vendor (or and member of the Vendor Group) in providing the Services.

16. Assignment. Vendor will not assign any of Vendor’s rights under this Agreement without FII’s prior written consent.

17. Subcontracts. Vendor will not subcontract any of Vendor’s obligations under this Agreement (other than to persons listed in Schedule A (*Services and Deliverables*)) without FII’s prior written consent. No subcontract, whether consented to or not, relieves Vendor from any obligations under this Agreement. Vendor will be fully responsible for remunerating its subcontractors for all Services performed by Vendor’s subcontractors. Vendor will ensure that any subcontractor retained by Vendor fully complies with this Agreement in performing the subcontracted obligations.

18. Conflicts of Interest. Vendor will not provide any services to any person which, in FII’s reasonable opinion, could give rise to a conflict of interest between Vendor’s duties to that person and Vendor’s duties to FII under this Agreement.

19. Fees. If Vendor complies with this Agreement, FII will pay Vendor: (a) the fees described in Schedule B (*Costs and Payments*); and (b) the expenses, if any, described in Schedule B (*Costs and Payments*) if they are supported, where applicable, by proper and original receipts and, in FII’s opinion, are necessarily incurred by

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Vendor in providing the Services. FII is not obliged to pay Vendor more than the “Maximum Amount” specified in Schedule B (*Costs and Payments*) on account of fees and expenses.

20. Invoices. In order to obtain payment of any fees and expenses under this Agreement, Vendor will submit to FII a detailed invoice breakdown (as described in Schedule D (*Sample Invoice*)) upon completion of the Services, or at such other intervals as agreed to by FII. Unless otherwise specified by FII, Vendor will submit invoices by the 15th of each month, for hours worked and expenses incurred in performing the Services in the prior month. In any event, Vendor will submit all invoices to FII within 30 days of the expiry or earlier termination of this Agreement, or upon the earlier written request of FII.

21. Payment. FII will pay Vendor’s invoices that are properly rendered for Services performed, and approved by FII in accordance with this Agreement, within 30 days of receipt of the invoice at FII’s Vancouver office. Invoices not completed according to Schedule D (*Sample Invoice*) will be delayed until corrected by the Vendor, unless otherwise approved in writing by FII. If the Vendor chooses payment by wire/direct bank transfer, FII is not responsible for any bank fees incurred by the Vendor.

22. Liens. FII may withhold from any payment due to Vendor an amount sufficient to indemnify FII against any lien or other third-party claim that could arise in connection with the provision of the Services (such as a lien for unpaid subcontractors).

23. Appropriations. FII’s obligation to pay money to Vendor is subject to the *Financial Administration Act* (British Columbia) which makes that obligation subject to an appropriation being available in the fiscal year of the Province of British Columbia for which such payment becomes due.

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

25. Non-Residents. If Vendor is not a resident in Canada, FII will withhold any applicable taxes from the fees described in Schedule B (*Costs and Payments*) and remit the taxes to Canada Revenue Agency as required by applicable law.

26. Termination. FII may terminate this Agreement for: (a) Vendor’s failure to comply with this Agreement, immediately on giving written notice of termination to Vendor; and (b) any other reason, on giving at least 10 days’ prior written notice of termination to Vendor. If FII terminates this Agreement under paragraph (b), then FII will pay Vendor that portion of the fees and expenses described in Schedule B (*Costs and Payments*) applicable to the Services that were completed to FII’s satisfaction before termination. That payment discharges FII from all liability to Vendor under this Agreement.

27. Independent Contractor. Vendor will not do anything that would result in personnel hired by Vendor (or any member of the Vendor Group) being considered an FII employee. Vendor and the members of Vendor Group are independent contractors and are not FII’s employees, agents, or partners. Vendor will not commit or purport to commit FII to pay any money to any person.

28. Authorized Signatories. If Vendor is not an individual, Vendor represents and warrants to FII that Vendor has authorized the signatory or signatories who have signed this Agreement to enter into and execute this Agreement on Vendor’s behalf without affixing Vendor’s common seal (where Vendor is a corporation).

29. Availability of Information. FII will make available to Vendor all information in FII’s possession which FII considers pertinent to Vendor’s performance of the Services.

30. On-Site Policies. When providing Services on FII’s premises, Vendor will comply with all of FII’s security, privacy and other location-based rules and guidelines, notified by FII to Vendor.

31. Miscellaneous. (a) This Agreement is governed and construed in accordance with the laws of the Province of British Columbia and any applicable laws of Canada. (b) Time is of the essence in this Agreement. (c) A waiver of any term of this Agreement or of any breach by Vendor of this Agreement is effective only if it is in writing and signed by FII and is not a waiver of any other term or any other breach. (d) No modification of this Agreement is effective unless it is in writing and signed by the parties, other than a modification made by FII pursuant to Section 12 (*Insurance Coverage*) above, or an amendment by FII pursuant to paragraph (e) of this Section. (e) FII may increase the total amount of fees and expenses payable to the Vendor under Schedule A (*Services and Deliverables*), or extend the Term of this Agreement, upon written notice to Vendor. (f) This Agreement and any modification of this Agreement constitute the entire agreement between the parties as to performance of the Services. (g) 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 other electronic means (including as a PDF attachment to an email received by the other party).

32. Notice. (a) Any notice contemplated by this Agreement, to be effective, will be in writing and either personally delivered or sent by courier; and in each case, to the recipient’s address as specified in this Agreement. (b) Either of the parties may give notice to the other of a substitute address from time to time. (c) Any notice delivered or sent in accordance with paragraph (a) is deemed to be given and received at the time of delivery.

33. Arbitration. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with or derived from this Agreement will, unless the parties otherwise agree, be referred to and finally resolved by a single arbitrator in an arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules.

34. Survival. Sections 6 to 11, 13 to 15, 20, 21, 24 to 25, and 32 to 34 continue in force, even after this Agreement ends.

35. Document Conflicts. If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, then the provision in the Schedule is inoperative to the extent of the conflict.

Schedule A

Services and Deliverables

1. Term.

The term of the Agreement and the period during which Vendor will provide and complete all of the Services will be from XXXXX to XXXXX (the "Term"), unless extended by FII in its sole discretion pursuant to Section 31(e) of the Agreement.

2. Service Description

During the Term of this Agreement, the Vendor will perform and deliver the Services (and all related functions and duties incidental to the performance of the Services) in accordance with and as described in this Schedule A and in Schedule G (Vendor Project Proposal).

- Insert service description here

3. Deliverables

At the end of this Agreement or earlier, the Vendor shall supply FII with the following: (Include a delivery schedule, formats, quantity and specific or technical requirements.)

- Image Names
Images submitted should have a unique file name that represents both the file contents and a searchers' interest. This helps both Google and users. Where possible, please use all lower case and replace spaces with hyphens. Avoid the underscore character (_) and punctuation other than the dash/hyphen "-".
- Examples
 - Species
 - douglas-fir-trees.jpg
 - douglas-fir-bark.jpg
 - Buildings
 - earth-sciences-building-exterior.jpg
 - projectname-rendering-architecture-firm.jpg
 - Products
 - nail-laminated-timber-detail.jpg
 - oriented-strand-board-profile.jpg

For instances where there are lots of images in bulk situations where custom image names may not be possible, it's also acceptable to number the images. Preferably without brackets:

- douglas-fir-trees-1
- douglas-fir-trees-2

Or use the original camera generated numbers with the pertinent information to assist with search and photo id.

- P105095-earth-sciences-building-exterior.jpg
- earth-sciences-building-P105096.jpg

- Metadata
As much information as possible
 - Copyright/credit information
 - Photographer name
 - Date of photo
 - Location

4. Conflict Among Schedules

In the case of a conflict or inconsistency among the provisions of this Schedule A and the provisions of Schedule G (Vendor Project Proposal), the provisions of this Schedule A will govern.

5. Individuals

Vendor will cause the following individuals to perform the Services during the Term of this Agreement. Vendor will not substitute any other person for the following individuals without the prior written consent of FII.

- insert names of personnel who will provide the Services
- Others as pre-approved by FII prior to engagement.

6. Subcontractors

Vendor is permitted to use the following subcontractors in performing the Services under this Agreement. Vendor will not use any other subcontractors without the prior written consent of FII.

- insert names of subcontractors, including the names of the individuals who will provide the subcontracted Services – or – if none permitted, insert “No subcontractors”

FII will reimburse the Vendor for actual costs incurred by the Vendor when using subcontractors to perform Services under this Agreement. Vendor will also ensure that any subcontractor retained by the Vendor fully complies with this agreement including Schedule C (Travel Policy and Expense Claims) in performing subcontracted obligations.

Schedule B

Costs and Payments

1. Total Fees and Expenses

The total amount payable to the Vendor by FII for all fees and all expenses under this Agreement will not exceed \$XXX (prior to applicable taxes), unless increased by FII in its sole discretion pursuant to Section 31(e) of the Agreement. FII will be entitled to reject any expenses that are not properly incurred in accordance with the terms of this Agreement. Vendor may seek prior written approval from FII before incurring any expenses under this Agreement.

2. Rates

FII will pay the Vendor at the rate of \$XXX per hour as set out in Schedule G (Vendor Project Proposal), to a maximum of XX hours, for Services satisfactorily provided by Vendor pursuant to this Agreement.

Payment for Services will not exceed a total of \$XXX.

3. Travel Expenses

FII will pay traveling allowances in accordance with Schedule C (Travel Policy and Expense Claims). FII will only pay the actual cost of travel related expenses where the Vendor is required to travel in the course of performing the Services under this Agreement.

Payment for Travel Expenses will not exceed a total of \$XXX.

4. Other Expenses

FII will pay pre-approved disbursements and out-of-pocket expenses. Vendors will only be reimbursed for actual costs of disbursements or out-of-pocket expenses.

Payment for Other Expenses will not exceed a total of \$XXX.

5. Special Expenses

In addition to the expenses referred to in Section 3 above, FII will pay Vendor for the actual costs of the following special expenses incurred by the Vendor in performing the Services under this Agreement:

- Describe nature of special expenses – e.g., cost of purchasing lumber, proofs, publication materials, etc or insert “N/A” if not applicable.]

Payment for Special Expenses will not exceed a total of \$XXX.

6. Invoices

The Vendor will ensure that every invoice submitted to FII for Services performed under this Agreement contains the required detailed invoice breakdown as described in Section 20 (Invoices) & Schedule D (Sample Invoice). All reimbursable expenses included in an invoice will be claimed in accordance with Schedule C (Travel Policy and Expense Claims), or Section 5 (Special Expenses) above, as applicable, and must be supported with proper and original receipts as contemplated in Section 19 (Fees) of the Agreement. For any travel related expenses, City, British Columbia will be specified as the home base in all cases.

7. Sales Tax

The Vendor shall invoice FII for relevant Goods and Services Tax (GST) and Provincial Sales Tax (PST), net of any tax rebate to which the Vendor is entitled.

Schedule C

Travel Policy and Expense Claims

Approved Travel Rates – (Group II Rates)

The following travel policies apply on travel associated with FII funded activities. FII will only reimburse costs within the policies described below. Any exceptions to the policies described below must be approved in advance and in writing by the CEO of FII (or the CEO's designate).

A Vendor claiming travel expenses must maintain detailed, comprehensive travel records for review by FII. All travel must summarize the dates, locations and expenses claimed for each day on travel status. All original receipts for the travel expenses claimed must be attached to the associated travel record. Only expenses where a receipt is attached will be eligible for reimbursement by FII.

1. **Sales Tax.** Vendor is required to include GST & PST, net of any tax rebate to which the Vendor is entitled, for all expenses prior to submitting financial summary information to FII.
2. **Gratuities.** Tips and gratuities are at the discretion of the Vendor and are a personal expense (i.e., not an expense reimbursable by FII). Travel per diem allowances is provided for payment of miscellaneous out-of-pocket expenses.
3. **Extraordinary Costs.** Where a Vendor on FII business incurs a loss of (or damage) to personal property that is pertinent to the performance of the Vendor's duties, that is not otherwise covered by government policy or insurance, the Vendor may claim for reimbursement for the lesser of the loss, the cost of repairs or the deductible portion of the Vendor's insurance policy, as applicable, up to a maximum of \$500.00 CDN.
4. **Hotel Cancellation Charges.** Vendor is responsible for cancelling hotel reservations in time to avoid "no show" charges. "No show" hotel costs will not be reimbursed by FII.
5. **Vehicle Travel.** For all types of vehicles, actual transportation toll charges may be claimed at cost for travel on approved project business. The vehicle operator is individually responsible for paying parking fines, traffic violation fines (including photo radar), and impoundment/towing fees when driving a vehicle (whether a company, leased, rented or personal vehicle) on approved project business.
6. **Private Vehicle Allowance.** The private vehicle allowance is intended to cover the gas and maintenance costs associated with operating a personal vehicle while traveling on approved project business. The private vehicle allowance does not apply when using a rental, leased or company vehicle. A Vendor who is authorized to use its own vehicles in the performance of its duties will be reimbursed as follows:
Effective April 1, 2023 - \$0.61 per km

Vendor may claim the vehicle allowance where they are driven to the departure location (i.e., airport, bus, ferry, or train terminal) and picked up upon return.

When daily travel distance exceeds 150 km (about the cost of a daily vehicle rental), the Vendor should travel by a rental vehicle unless otherwise previously authorized.
7. **Parking.** Where privately owned vehicles are used for approved project business, receipted parking charges only will be reimbursed at cost.
8. **Insurance Requirements.** Vendor is responsible for obtaining adequate insurance coverage for using their private vehicle for business purposes. Adequate coverage shall be determined before the use of a privately owned vehicle is authorized.
9. **Vehicle Rentals.** Vendor is required to use rental vehicles for travel over 150km or where they represent a lower cost alternative to the use of private vehicles.

A Vendor renting vehicles must purchase the Personal Accident Insurance option, as well as the Collision Damage Waiver option.

Vendor must obtain a competitive rate for vehicle rentals (only compact or mid-sized rates will be permitted, depending upon usage requirements).

10. **Public Transportation.** Claims for public transportation while travelling on approved project business will be reimbursed at cost. Receipts are required.

Please note that airport shuttle buses offer a convenient and economical means of transportation, as compared to taxis or rental vehicles.

11. **Taxi Charges.** Claims for taxi costs while travelling on approved project business will be reimbursed at cost when other more economical means of transportation are either unavailable or unsuitable.

12. **Foreign Miscellaneous Expenses.** Reimbursement may be claimed for reasonable expenses incurred that relate directly to foreign travel as follows:

- Visas
- Car rental insurance when vehicle is used solely for business purposes
- Premiums for additional medical insurance to provide coverage equivalent to that available under the British Columbia Medical Services Plan

13. **Foreign Exchange on Expenses.** Current monetary exchange rates apply to all acceptable business expenses when travelling outside of Canada. Each receipt and/or allowance is to be converted to Canadian funds and must have supporting documentation to indicate exchange rate charged (i.e. Credit card statements, currency exchange slips). Where the exchange rate is not documented, FII will only accept current or historical exchange rates as listed on the Bank of Canada web site: <http://www.bankofcanada.ca/rates/exchange/currency-converter>

14. NORTH AMERICAN TRAVEL

14.1 Air Travel. FII will only reimburse air travel costs to a maximum of the advanced purchase discounted economy rate. On Air Canada the acceptable fare is Standard or Flex. Change fees will be reimbursed should they apply because of a change in travel plans initiated by FII, provided that the change has been approved in advance and in writing.

Full fare (flexible) economy class (includes Air Canada Comfort) or business class will not be reimbursed without approval in advance and in writing by the CEO of FII (or the CEO's designate).

FII will not reimburse the Vendor for any costs incurred in flying charter, private or personally rented aircraft.

14.2 Accommodations. For project business conducted within North America, costs for accommodation will be reimbursed for single occupancy at commercial standard room rates based on the following criteria:

- In all cases, hotels that provide special government rates should be explored first. These hotels and their rates can be found on the following website: <http://csa.pss.gov.bc.ca/businesstravel/>
- When exploring alternate arrangements, Vendor should always attempt to secure the most competitive single occupancy commercial standard room rates available. Hotel location and security should also be factors when making a choice based on competitive rates. Four star rated hotels are the FII standard, provided the competitive room rate before taxes is less than the equivalent \$175.00 CDN per night. If circumstances dictate a requirement for room rates above the equivalent \$175.00 CDN, this request must be presented along with written justification to the VP Finance of FII for approval.
- Vendor may use private accommodation instead of commercial accommodation and claim the private accommodation allowance to the equivalent of \$30.00 CDN per night.
- Where FII employees are traveling on the same business as Vendor (e.g., trade shows, etc.), FII will make hotel bookings for FII employees and will advise the Vendor of the project the name of the hotel and the applicable room rates to be reimbursed. Vendor should then make arrangements with the hotel to book rooms for itself at these same rates. Should the Vendor choose to stay at a different hotel, FII will only reimburse the Vendor to the level of the base room rate plus applicable taxes previously advised to the Vendor.

14.3 Ferry Travel. Claims for the cost of ferry travel will be reimbursed at cost and original receipts for vehicles are required. The cost of a ferry stateroom will be reimbursed only if the ferry is used for overnight travel.

14.4 BC Ferries. Reserved Boarding BC Ferries Reserved Boarding service allows travelers to reserve a space on a particular ferry sailing. Please note that as the reservation service costs more than a regular fare, a reservation is only to be made during peak travel periods. Vendor must have a valid business reason for requiring a reservation. Under these circumstances, BC Ferry reservation costs will be reimbursed at cost.

Each one-way reservation is charged a non-refundable reservation fee as follows:

- \$10.00 if made 7 or more days in advance of the sailing's scheduled departure date, or
- \$17.00 if made less than 7 days up to the day before travel, or
- \$21.00 if made for same day travel.

BC Ferries allows reservations to be changed for a service charge. This service charge can be claimed as an expense only with prior written approval by FII.

14.5 Per Diem Reimbursement Rates. Meal and Incidental Travel Allowance (effective April 1, 2018).

- Breakfast only \$12.00
- Lunch only \$16.00
- Dinner only \$29.00
- Incidental* \$15.00

*The incidental allowance is to cover out-of-pocket travel expenses such as gratuities, portage, dry cleaning, and personal telephone calls (and is in addition to meal allowances). The incidental is only eligible when the individual is on travel status for the full day.

Where travel is for a partial day or the Vendor is off travel status over a meal period(s), or is provided a meal by another source, the allowance (as outlined above) must be reduced appropriately from the daily amount claimed.

When on travel status, the Vendor cannot claim a meal allowance when the airline carrier has provided a free meal en route. A Vendor whose religious or personal beliefs or medical requirements prohibit the Vendor from consuming certain foods should be aware that "special meals," such as a vegetarian meal can normally be obtained from air carriers, provided that adequate advance notice is given (usually 24 hours prior to the flight). Vendor is responsible for arranging for any special catering requirements prior to travel.

For travel in the United States, the allowance is deemed to be in US currency.

14.6 Part Day Travel Status. The following guidance is provided on partial day status:

- On the day of departure if the Vendor's travel status begins:
 - after 7:00 a.m., breakfast cannot be claimed;
 - after 12:00 noon, breakfast and lunch cannot be claimed; and
 - after 6:00 p.m., no meals can be claimed.
- On the day of return if the Vendor's travel status terminates:
 - prior to 7:00 a.m., no meals can be claimed;
 - prior to 12:00 noon, breakfast can be claimed;
 - prior to 6:00 p.m., breakfast and lunch can be claimed; and
 - after 6:00 p.m., all meals can be claimed.

Travel status begins and ends at the designated departure and return locations. The departure and return locations may be the Vendor's headquarters, personal residence or other points of assembly as designated by FII.

On the day of departure, unless the Vendor has scheduled travel status to commence before the meal period ends, Vendor is on personal time during their meal period and are not entitled to the allowance for that meal.

On the day of return, unless travel status ends after the meal period begins, Vendor is on personal time during their meal period and are not entitled to the allowance for that.

15. OVERSEAS TRAVEL

15.2 Air Travel. FII will reimburse air travel costs up to the full fare (flexible) economy class rate (this includes Air Canada Comfort fare). This rate is usually fully refundable and change fees do not apply or are minimal. FII will not reimburse the cost of change fees should they apply if the full fare (flexible) economy class of travel is chosen.

Business class will not be reimbursed without approval in advance and in writing by the CEO of FII (or the CEO's designate).

FII will not reimburse Vendor for any costs incurred in flying charter, private or personally rented aircraft on project business.

15.3 Accommodations. For project business conducted overseas, costs for accommodation will be reimbursed for single occupancy at commercial standard room rates based on the following criteria:

- In all cases, hotels that provide special government rates should be explored first. These hotels and their rates can be found on the following website: <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/acrds/hebergement-accommodation-eng.aspx>
- When exploring alternate arrangements, Vendor should always attempt to secure the most competitive single occupancy commercial standard room rates available. Hotel location and security should also be factors when making a choice based on competitive rates. Four star rated hotels are the FII standard, provided the competitive room rate before taxes is less than the equivalent of \$250.00 CDN per night. If circumstances dictate a requirement for room rates above the equivalent of \$250.00 CDN, this request must be presented along with written justification to the VP Finance of FII for approval.
- Vendor may use private accommodation instead of commercial accommodation and claim the private accommodation allowance to the equivalent of \$30.00 CDN per night.
- Where FII employees are traveling on the same business as Vendor (e.g., trade shows, etc.), FII will make hotel bookings for FII employees and will advise the Vendor of the project the name of the hotel and the applicable room rates to be reimbursed. Vendor should then make arrangements with the hotel to book rooms for itself at these same rates. Should the Vendor choose to stay at a different hotel, FII will only reimburse the Vendor to the level of the base room rate plus applicable taxes previously advised to the Vendor.

15.4 Meal/Per Diem Allowances. Meal rates, including an amount for incidentals, in all other foreign destinations and cities are as published by Treasury Board of Canada Secretariat. These rates can be viewed on the Internet at https://www.njc-cnm.gc.ca/directive/app_d.php?lang=eng (click on Appendix D – Allowances Module 4) Note that these rates are updated each quarter (April, July, October, and January).

For part day travel status, the times for departure and arrival as noted in section 14.6 (Part Day travel Status) above apply, and the appropriate meal claim should be made. The amount for incidentals is only eligible for reimbursement when the Vendor is on travel status for a full day.

Schedule D

Invoicing Requirements

In order to obtain payment of any fees and expenses under this Agreement, the invoice MUST contain the following information.

1. Vendor name
2. Professional Services Agreement (PSA) number
3. Dates worked itemized by day
4. Description of deliverables completed
5. Rate charged
6. Itemized summary of any expenses with original receipts (including sales tax)
7. Vendor's GST/HST number (if applicable)
8. Total hours / days worked
9. Electronic invoices should be sent to: accounting@bcfii.ca

Invoices not completed according to Schedule D will not be processed by FII until corrected by the Vendor, unless otherwise approved in writing by FII.

Sample Invoice:

Company Invoice

Company Name
Street address
City, Province
Tel: (888) 888-8888
Email: name@company.com

Invoice Date: Jan 1, 2023
Invoice Number: _____

BILL TO: Forestry Innovation Investment
#1200 – 1130 West Pender Street
Vancouver, BC, V6E 4A4

Reference: PSA# S24-XXX-XX

Date(s)	Description of Services	Hours	Rate	Amount
			Total Services	

Date(s)	Description of Expense	Quant.	\$/per	Amount
			Total Expenses	

Subtotal	
GST #	
INVOICE TOTAL	

If the Vendor chooses payment by wire/direct bank transfer, FII is not responsible for any bank fees incurred by the Vendor.

Schedule E

Insurance Coverage

1. General Insurance Coverage

The Vendor will, during the term of the Agreement and at all times while providing the Services to FII, and without limiting its obligations under the Agreement and at its own expense, provide and maintain, or cause its subcontractors to provide and maintain the following insurance with insurers licensed in British Columbia:

- **Comprehensive General Liability** in an amount not less than \$1,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage and including liability assumed under the Agreement; and
- **Automobile Insurance** in an amount not less than \$2,000,000 inclusive per occurrence, insuring against theft, accidents, bodily injury, personal injury, and property damage, where vehicles will be used in providing the Services.

The Vendor must provide FII with a certificate of insurance as evidence of all required insurance prior to the commencement of the Services. Such evidence will be in the form of a Certificate of Insurance as issued by the Vendor's Insurance Agent. The Vendor will notify FII before cancelling or modifying any insurance required under this Agreement.

In cases where the Vendor does not have insurance coverage, the Vendor must notify FII in writing, as contemplated in Section 12 (Insurance Coverage) of the Agreement, in which case, the requirements set forth above will only be waived or reduced if approved in writing by FII pursuant to Section 12 (Insurance Coverage) of the Agreement.

2. WorkSafe BC

The Vendor must provide FII with a WorkSafe BC Clearance Letter. In cases where the Vendor is not registered with WorkSafe BC, the Vendor must notify FII in writing, as contemplated in Section 12 (Insurance Coverage) of the Agreement, in which case, the requirements set forth above will only be waived or reduced if approved in writing by FII pursuant to Section 12 (Insurance Coverage) of the Agreement.

Schedule F

Confidentiality and Non-Disclosure

1. Confidential Information

“Confidential Information” means:

- a) all information or material that has been received by Vendor or any subcontractors (“Subcontractors”) in connection with the Agreement including, without limitation, all accounting records, findings, software, data, specifications, drawings, reports, documents, and agreements (as well as the Agreement), whether complete or not, and in any form whatsoever; and
- b) all resulting information from the performance of the Services including, without limitation, all reports, advice, presentations, completed or otherwise produced by Vendor or its Subcontractors.

2. Proprietary Rights

The Confidential Information will at all times remain the sole and exclusive property of FII, and FII may, without restriction or limitation of any kind, use, disclose or otherwise distribute all or any portion of the Confidential Information in any manner whatsoever as FII may determine in its sole and unfettered discretion. Vendor will not acquire any right, title or interest in, to or associated with any Confidential Information other than the limited right to use the Confidential Information solely to provide the Services under the Agreement.

3. Confidentiality Obligation

Vendor will:

- a) use the Confidential Information only as necessary to provide the Services or to otherwise perform Vendor’s obligations under the Agreement;
- b) disclose the Confidential Information only to such persons and only to the extent that such disclosure is necessary to provide the Services or to otherwise perform Vendor’s obligations under the Agreement; and
- c) maintain the strict confidentiality of the Confidential Information using the same degree of care as Vendor affords to Vendor’s own confidential information of a similar nature which Vendor desires not to be published or disseminated, and in no event less than reasonable care, to prevent the unauthorized use or disclosure of the Confidential Information.

4. Exception

Vendor’s obligations under Section 3 above will not apply to any of the Confidential Information that:

- a) is expressly excluded from the application of the confidentiality provisions of this Agreement in a written consent signed by FII, but subject to any terms or conditions that may be stated in such consent;
- b) is or becomes generally available to the public other than as a result of disclosure by Vendor or any of Vendor’s representatives;
- c) is lawfully and in good faith obtained by Vendor on a non-confidential basis from an independent third party without breach of any applicable confidentiality obligation, as shown by evidence sufficient to establish the third party as the source of the Confidential Information, and that was not obtained by the third party from FII; or
- d) Vendor can show, by written records or other tangible evidence, was in Vendor’s possession prior to (i) the disclosure of the Confidential Information by or on behalf of FII to Vendor, or (ii) the creation of such Confidential Information by Vendor for FII under the Personal Services Agreement, as the case may be.

5. Disclosure Required by Law

Vendor will not be in breach of Vendor's obligation under this Agreement not to disclose any of the Confidential Information if that disclosure is required by law or a court order, provided that Vendor gives FII as much notice as is reasonably possible in the circumstances prior to disclosing any of the Confidential Information, and Vendor co-operates with FII in any application, proceeding or other action FII may undertake to obtain a protective order or other means of protecting the confidentiality of the Confidential Information that is required to be disclosed.

6. Return and Destruction of Confidential Information

At any time upon request by FII and immediately upon termination of the Agreement, Vendor will promptly:

- a) deliver, or cause to deliver, to FII all originals and copies of Confidential Information and all documents, records, data, and materials containing Confidential Information in Vendor's or Subcontractors' possession, power or control; and
- b) delete, or cause to delete, all Confidential Information from any and all of Vendor's or Subcontractors' computer systems, emails and databases.

7. Agents and Employees

Vendor will cause any Subcontractors and any person in its organization or employ to whom the Confidential Information is disclosed to comply with this Schedule.

8. Survival

The obligations of Vendor under this Schedule will survive termination of the Agreement and will continue in force indefinitely.

9. Remedies for Breach

Vendor acknowledges that any breach of this Schedule shall cause irreparable harm to FII that cannot reasonably or adequately be compensated in damages. Vendor agrees that, upon any actual or impending violation of this Schedule, FII is entitled to specific performance, injunctive and other equitable relief to prevent a breach of this Schedule and that resort to equitable relief shall not be construed as a waiver of any rights or remedies that FII may have for damages or otherwise.



Schedule G

Vendor Project Proposal

<insert vendor proposal here>

Schedule H

Photograph/Video License

1. License Grant

Vendor hereby irrevocably and unconditionally:

- a) grants to FII and its successors, assigns and licensees (collectively, the “FII Licensed Group”) a non-exclusive, perpetual, royalty-free, irrevocable, fully sub-licensable, fully transferable, and worldwide right and license to Use each of the photographs and video recordings created by Vendor and provided to FII as part of the Services (collectively, the “Works”); and
- b) waives in favour of the FII Licensed Group all moral rights and creator’s rights Vendor has throughout the world in, to, or associated with each of the Works.

2. “Use”

means any and all forms of commercial and non-commercial use and publication of any nature and kind whatsoever (including, without limitation, to alter, change, modify and combine with or incorporate into other works and create derivative works from), by means of any and all forms, media and technologies now known or later developed, and whether or not such uses are by the user alone or in conjunction with other persons or bear the marks and branding of the user or other persons.

3. Representations/Warranties

Vendor represents, warrants and covenants as follows:

- a) Vendor is (or will be) the sole creator and owner of each of the Works, and has all requisite powers, rights and authorities to grant the licenses set forth in this Schedule;
- b) the Use of the Works by the FII Licensed Group will not infringe the rights (including copyright, personality rights, privacy rights or any other intellectual property rights) of any other person; and
- c) Each image in the Works will be listed by name or identifier and thumbnail image in Appendix H.1. as well as each individual that is depicted in one or more of the Works will be listed by name in Appendix H.1 as a “Model” (which completed Appendix H.1 will be provided by Vendor to FII upon delivery to FII of the Works) and has duly signed a Model Release Form (attached as Appendix H.2) which has not been and will not be amended.

4. No Compensation or Credit

The FII Licensed Group is not obligated to Use the Works. The FII Licensed Group will not provide any remuneration, royalties, fees, or other compensation to Vendor for or in connection with the Use of the Works by the FII Licensed Group. The FII Licensed Group is not obligated to give any credit or attribution to Vendor as the creator of the Works but may do so in its discretion.

5. Indemnity

Vendor will defend, indemnify, and save harmless the FII Licensed Group and their Representatives from and against all Claims and Proceedings directly or indirectly arising from, connected with or relating to the Works (including, without limitation, the Use of the Works) or any breach of this Schedule by Vendor. The FII Licensed Group and their Representatives will have sole control over the defence of and settlement negotiations relating to all Claims and Proceedings. Vendor will assist and co-operate as fully as reasonably required by the FII Licensed Group and their Representatives in the defence of all Claims and Proceedings. For purposes of this provision:

- a) "Claims" means first party and third-party claims, counterclaims, complaints, demands, causes of action, liabilities, obligations, damages, losses, legal fees, costs, expenses and disbursements (including, without limitation, reasonable attorneys' fees and court costs) of any nature or kind, whatsoever and howsoever arising;
- b) "Proceedings" means third party actions, suits, proceedings and hearings of any nature and kind in any court of law or equity or before any arbitrator or other body, board, or tribunal; and
- c) "Representatives" means past, present and future directors, officers, employees, volunteers, agents, representatives, subcontractors, successors, assigns, licensees, and related persons and each of them.

6. Limited Remedies

Notwithstanding any other provision of the Agreement:

- a) this Schedule is not subject to termination, revocation or rescission by Vendor for any reason whatsoever, and this Schedule will survive the termination of the Agreement indefinitely;
- b) Vendor's sole remedy for breach of this Schedule by the FII Licensed Group is a claim for damages and other remedies (not including termination, revocation, or rescission); and
- c) Vendor hereby waives any right to seek, obtain or enforce any injunctive or other remedy or relief that would in any way enjoin, restrain, or interfere with the Use of the Works by the FII Licensed Group.

Schedule H – Appendix H.1

Models, Names and Thumbnails

At the completion of the project, Vendor must complete the below Models, Names and Thumbnails Form and provide FII with the following information:

1. Thumbnails of all images included in the Work
2. Name of the Work
3. Location of the Work
4. Name of each image (see image naming requirement in Schedule A – Section 3 – Deliverables)

For Models (if applicable)

5. Role of each individual person
6. Name of person
7. List of images in which person appears
8. Completed Model Release Form (Appendix H.2) for each model

<insert thumbnails here>

Project Name: _____

Project Location(s): _____

This Appendix H.1 (Models & Names and Thumbprints) is being delivered to Forestry Innovation Investment Ltd. ("FII") together with the Works referred to above as part of Professional Services Agreement PSA-S24-XXX and is incorporated into such Professional Services Agreement by reference.

Schedule H – Appendix H.2

Model Release Form

Model name		Birthdate	
Address			
Telephone		Email:	
Photographer name:			
Photo/Video shoot name and description			
Date of photo/video shoot			
Location of photo/video shoot			
Forestry Innovation Investment (FII) contact			

IN CONSIDERATION OF being allowed to participate in the Photo/Video Shoot referenced above and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), I HEREBY COVENANT AND AGREE with the Photographer referenced above as follows:

1. Certification and Acknowledgement:

I hereby represent and warrant that I am the above-named Model and that the information set forth above is true and correct. I acknowledge that I wish to participate as a model in a photo/video shoot conducted by the Photographer on the date and at the location(s) referenced above (the "Photo/Video Shoot") during which the Photographer and his/her employees and other representatives will take photographs or video and sound recordings of me (the "Recordings") for use by the Photographer and Forestry Innovation Investment Ltd. (FII) and its respective successors, assigns and licensees (the "Client Group").

2. Consent, Authorization and Grant:

I hereby unconditionally and irrevocably consent to the Photographer and his/her employees and other representatives creating the Recordings (which will contain my image, likeness, voice, performance, and movements). I hereby unconditionally consent, authorize, and grant to the Photographer and the Client Group all requisite and necessary authority, permission, right, license, title and interest of every nature and kind, in perpetuity and throughout the world, to directly and indirectly (through their respective employees, contractors and other persons) Use, assign, sell and license others to Use the Recordings as they see fit in their discretion. In this Agreement, "Use" means all forms of commercial and non-commercial use and publication of any nature and kind whatsoever (including without limitation to alter, change, modify and combine with or incorporate into other works and create derivative works from, including whether or not I am recognizable), by means of all forms, media and technologies now known or hereafter developed whatsoever, and whether or not such uses are by the user alone or in conjunction with other persons or bear the marks and branding of the user or other persons.

3. Waiver of Rights:

I hereby unconditionally and irrevocably waive all rights (including moral rights or performers rights) that I may have in the Recordings and in my image, likeness, voice, performance, and movements as recorded in the Recordings. I have no right to review or approve the Recordings or their Use.

4. Ownership:

I hereby unconditionally and irrevocably acknowledge and agree that all right, title and interest in, to and associated with the Recordings (including my image, likeness, voice, performance, and movements as recorded in the Recordings) are solely owned by the Photographer and the Client Group.

5. No Compensation or Credit:

The Photographer and the Client Group are not obligated to Use the Recordings. The Photographer and the Client Group will not provide any remuneration, royalties, fees, or other compensation to me for or in connection with their Use of the Recordings. The Photographer and the Client Group are not obligated to disclose my name or otherwise identify me by name or otherwise as a model in the Recordings, but they may do so in their sole discretion.

6. Release:

I hereby release, remise and forever discharge the Photographer and the Client Group and their respective successors, assigns, licensees, employees, agents, representatives, and related persons and each of them, from all claims, counterclaims, complaints, demands, causes of action, liabilities, and obligations of any nature or kind, whatsoever and howsoever arising, (including for libel, defamation, invasion of privacy or right of publicity, and infringement of copyright), which now or hereafter exist by reason of any events, acts or omissions that are in any way connected with, or which arise directly or indirectly from or relate to this Agreement, the Photo/Video Shoot, the creation of the Recordings or the Use of the Recordings.

7. General:

This Agreement is irrevocable and perpetual, and is not subject to termination, revocation, or rescission by me for any reason whatsoever. This Agreement is the entire agreement between me and the Photographer regarding the Photo/Video Shoot and the Recordings and may be modified only by a written instrument signed by me and the Photographer. This Agreement is for the benefit of the Photographer and the Client Group and their respective successors, assigns, licensees, employees, agents, representatives, and related persons. This Agreement is binding on me and my heirs, executors, administrators, successors, and personal representatives. The Photographer may assign this Agreement. This Agreement and all related matters will be governed by and construed in accordance with the laws of British Columbia, Canada and the courts of British Columbia, Canada sitting in Vancouver will have original and exclusive jurisdiction over any dispute arising from, connected with, or relating to this Agreement or any related matter.

 Model's Signature

 Witness Signature

 Date

 Witness Name and Address

This Appendix H.2 (Model Release Form) is being delivered to Forestry Innovation Investment Ltd. ("FII") together with the Works referred to above as part of Professional Services Agreement PSA-S24-XXX and is incorporated into such Professional Services Agreement by reference.

Schedule I

Notification of Standards of Conduct Policy

1. Compliance with the Standards of Conduct

This Schedule is notification of Section 30 (On-Site Policies) to which the Vendor agrees to adhere in providing Services to FII. Failure to comply with the Standards of Conduct described in this Schedule will constitute failure to comply with this Agreement, such that FII may terminate it without any compensation otherwise provided for in this Agreement.

2. Personal Conduct

The Vendor will not, through personal conduct while providing Services, bring FII into disrepute.

3. Impartiality

In any situation where the Vendor represents FII, the Vendor will not invoke any bias against other individuals or legal entities unless preferentiality is inherently a feature of the Services provided.

The Vendor will not promote political interests while providing Services.

4. Workplace Behaviour

The Vendor will behave in a manner that meets acceptable social standards, treating others in the workplace with respect and dignity, and refraining from exploiting a work relationship for private advantage or benefit.

The Vendor will not engage in sexual harassment or other forms of personal harassment, which behaviour includes:

- Verbal abuse or threats
- Unwelcome remarks, jokes, innuendo, or taunting about a person's body attire, age, marital status, ethnic or religious origins
- Displaying offensive or derogatory pictures
- Practical jokes which cause awkwardness or embarrassment
- Unwelcome invitations or requests
- Leering or other gestures
- Condescension or paternalism which undermine self-respect
- Unnecessary physical contact
- Deliberate or repeated unsolicited comments, questions, representations and or physical contact which are of a sexual nature
- Other conduct of a sexual nature that is known or should have been known to be offensive

5. Dealing with Inappropriate Workplace Behaviour

If the Vendor perceives that he or she is being subjected to inappropriate workplace behaviour by an FII employee or another FII Vendor, the Vendor should raise the issue with the FII signatory to this Agreement.

Appendix D – Submission Letter

(Proponent's Letterhead)

(Date)

Laura Bobadilla
Forestry Innovation Investment Ltd.
#1200 – 1130 West Pender Street
Vancouver, B.C.
V6E 4A4

RE: Request for Qualifications (RFQ) for FII-24-03 Writing Services

Enclosed is our submission in response to this RFQ.

(Name of Proponent) confirms the terms and conditions of this RFQ have been read, understood, and agreed to in its entirety and are willing to enter into the contract attached as Appendix C.

Authorized Signature

Print Name

Title