



June 21, 2024

Andre Solymosi
General Manager
BC Vegetable Marketing Commission

Delivered by email

RE: Levies and Request to Present at BCGGA AGM

Andre;

I am responding to your letter of May 29, 2024, as referenced above.

I trust you have received your invitation to our Annual General Meeting (AGM), I believe Krista has sent all the Guest invitations by now.

You are welcome to bring a communication from your Chair to the meeting, you could leave it on the table with Krista for the members to pick up when they sign in.

You have expressed concerns regarding the funding of our Marketing Study. Although we do not agree with your assertion that the levy proceeds collected by the Commission cannot be used to fund such a study, we confirm no levied funds have been allocated. You may recall that we started offering membership in the BCGGA to non-regulated producers in 2021. We began collecting their membership dues in 2021 and have continued this practice, including for 2024. Funding for the Marketing Study has been allocated from these membership dues. You should have copies of our Financial Statements for 2021 and 2022 which outline the revenues. The Financial Statements for 2023 will be available at the AGM and the Budget for 2024, also available at the AGM will contain information to date.

You also mention these concerns have provoked a broader review of the funding provided by the Commission to the BCGGA and have attached an Appendix "A" for our review. Armand Vander Meulen, the BCGGA Chair and I are available to host a face-to-face meeting with yourself and your Chair, Derek Sturko in our office boardroom to discuss the specified sections of the Research and Industry Development Agreement between the BCGGA and the BCVMC, in response to your first request.

Unit 1 – 2650 Progressive Way, Abbotsford, BC V2T 6H9
604-531-5262 | bcgreenhouse.ca

I have attached a copy of the agreement with the Ministry of Agriculture and Food, and the “Marketing Study” that is being undertaken by MNP, the reconciliation as to how this project is being funded is outlined above, in response to your second request.

Our decision regarding the distribution of a written communication from the BCVMC Chair is outlined above, in response to your third request.

Regards,

A handwritten signature in blue ink that reads "Linda Delli Santi". The signature is written in a cursive, flowing style.

Linda Delli Santi
Executive Director
BC Greenhouse Growers' Association



Natural Resource Ministries



Project Title: BC GREENHOUSE GROWERS' ASSOCIATION MARKETING STUDY

THIS AGREEMENT dated for reference the **24** day of May, 2024.

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of AGRICULTURE AND FOOD.

1767 Angus Campbell Rd, Abbotsford, British Columbia, V3G 2M3

(the "Province")

AND

BC Greenhouse Growers' Association
#1 – 2650 Progressive Way, Abbotsford, B.C., V2T 6H9

(the "Recipient")

The parties to this Agreement (the "Parties") agree as follows:

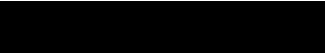


TABLE OF CONTENTS

SECTION 1 - DEFINITIONS	3
SECTION 2 – FINANCIAL CONTRIBUTION	3
SECTION 3 – PAYMENT OF FINANCIAL CONTRIBUTION	3
SECTION 4 - REPRESENTATIONS AND WARRANTIES.....	4
SECTION 5 - INDEPENDENT RELATIONSHIP	5
SECTION 6 – RECIPIENT’S OBLIGATIONS	5
SECTION 7 - RECORDS	6
SECTION 8 - UNUSED FINANCIAL CONTRIBUTION	6
SECTION 9 - CONFLICT OF INTEREST	7
SECTION 10 - CONFIDENTIALITY	7
SECTION 11 – DEFAULT	7
SECTION 12 – TERMINATION	8
SECTION 13 – DISPUTE RESOLUTION	9
SECTION 14 – INSURANCE AND INDEMNITY	9
SECTION 15 – ASSIGNMENT AND SUB-CONTRACTING	10
SECTION 16 - REPAYMENT	10
SECTION 17 – OTHER FUNDING	10
SECTION 18 - NOTICES.....	10
SECTION 19 - NON-WAIVER.....	11
SECTION 20 – ENTIRE AGREEMENT	11
SECTION 21 - MISCELLANEOUS	11
SECTION 22 – EXECUTION AND DELIVERY OF AGREEMENT	12
SCHEDULE A – SERVICES	13
SCHEDULE B - FINANCIAL CONTRIBUTION	18
SCHEDULE C – COMMUNICATIONS SCHEDULE	19
SCHEDULE D - CRIMINAL RECORDS CHECKS.....	20
SCHEDULE E – INSURANCE.....	21
SCHEDULE F – MARKETING, PUBLICITY AND COMMUNICATIONS	22
SCHEDULE G - PRIVACY PROTECTION	23

SECTION 1 - DEFINITIONS

Where used in this Agreement

- (a) "Agreement" means this [REDACTED] Arrangement including all schedules and attachments;
- (b) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (c) "Financial Contribution" means the total aggregate value stipulated in Schedule B;
- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Recipient as a direct result of this Agreement, but does not include:
 - i. client case files or Personal Information as defined in the Freedom of Information and Protection of Privacy Act; or
 - ii. property owned by the Recipient;
- (e) "Project" means the project described in Schedule A;
- (f) "Refund" means any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement;
- (g) "Services" means the services described in Schedule A; and
- (h) "Term" means the duration of the Agreement stipulated in Schedule A.

SECTION 2 – FINANCIAL CONTRIBUTION

The Recipient must carry out and complete the Project described in Schedule A and will use the Financial Contribution provided under this Agreement for the purpose (specified in Schedule A) of defraying costs of the Project incurred by the Recipient in carrying out and completing the Project.

SECTION 3 – PAYMENT OF FINANCIAL CONTRIBUTION

Subject to the provisions of this Agreement, the Province will pay the Recipient in the amount, and at the times set out in Schedule B.

Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the Recipient pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

The Recipient must:

- (c) apply for, and use reasonable efforts to obtain, any available Refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Recipient as a result of this Agreement that the Province has paid or reimbursed to the Recipient or agreed to pay or reimburse to the Recipient under this Agreement; and
- (d) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province, or deduct that amount from the next request for payment under this Agreement.

The previous paragraph continues in force indefinitely, even after this Agreement expires or is terminated.

The Recipient must declare any amounts owing to the government under legislation or an agreement. Amounts due to the Recipient under this Agreement may be set-off against amounts owing to the government.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to the Province, with the intent that the Province rely on it in entering into this Agreement, that

- (a) all information, statements, documents and reports furnished or submitted by the Recipient to the Province in connection with this Agreement are true and correct;
- (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Recipient's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
- (c) the Recipient is not in breach of, or in default under, any law of Canada or of the Province of British Columbia applicable to or binding on it.

All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in

[REDACTED]

connection with any of the transactions contemplated by it are deemed to be representations and warranties by the Recipient under this Agreement.

All representations, warranties, covenants and agreements made in this Agreement and all certificates, applications or other documents delivered by or on behalf of the Recipient are material, have been relied on by the Province, and continue in effect during the continuation of this Agreement.

SECTION 5 - INDEPENDENT RELATIONSHIP

No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or by any actions of the Parties pursuant to this Agreement.

The Recipient will be an independent and neither the Recipient nor its servants, agents or employees will be the servant, employee, or agent of the Province.

The Recipient will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm, or corporation.

The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 6 – RECIPIENT’S OBLIGATIONS

The Recipient will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule A;
- (b) comply with the payment requirements set out in Schedule B, including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) without limiting the provisions of subparagraph (c) of this Section carry out criminal record checks as required by the Criminal Records Review Act, in accordance with Schedule D;
- (f) unless agreed otherwise, supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (g) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement;

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- (h) co-operate with the Province in making public announcements regarding the Services and the details of this Agreement that the Province requests; and
- (i) acknowledge the financial contribution made by the Province to the Recipient for the Services in any Materials, by printing on each of the Materials the following statement:

"We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Agriculture and Food."

SECTION 7 - RECORDS

The Recipient will:

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of amounts owing;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province;
- (c) for monitoring and audit purposes, within a reasonable amount of time from receiving a request of the Province provide the Province access to or copies of the records referenced in (a) and (b) and all other documents, records, or other materials, (both printed and electronic, including, but not limited to, hard disk or USBs), whether complete or not, related to the delivery of the Services, in order to allow the Province to monitor or audit the use of the Financial Contribution and the delivery of the Services, provided however that nothing in this paragraph requires the Recipient to disclose information that is unrelated to the Services or that the Recipient is required by law to keep confidential.
- (d) if applicable, obtain the consent of clients to allow provincial employees or designates access to client case files for the purposes of service monitoring and evaluation and research purposes.

The Parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Recipient.

SECTION 8 - UNUSED FINANCIAL CONTRIBUTION

At the sole option of the Province, any portion of the Financial Contribution that remains at the end of the Term shall be:

- (a) returned to the Minister of Finance within 30 days upon written request from the Province; or

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- (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 9 - CONFLICT OF INTEREST

The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person or entity.

SECTION 10 - CONFIDENTIALITY

The Recipient will treat as confidential any and all information and material supplied to it by the Province as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

SECTION 11 – DEFAULT

An “Event of Default” means any of the following:

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (e) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof; or
- (f) an “Insolvency Event”, which means any of the following:
 - i. an order is made, a resolution is passed, or a petition is filed, for the Recipient’s liquidation or winding up,
 - ii. the Recipient commits an act of bankruptcy, makes an assignment for the benefit of the Recipient’s creditors or otherwise acknowledges the Recipient’s insolvency,

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- iii. a bankruptcy petition is filed or presented against the Recipient or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Recipient,
 - iv. a compromise or arrangement is proposed in respect of the Recipient under the *Companies' Creditors Arrangement Act* (Canada),
 - v. a receiver or receiver-manager is appointed for any of the Recipient's property, or
 - vi. the Recipient ceases, in the Province's reasonable opinion, to carry on business as a going concern.

SECTION 12 – TERMINATION

On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Recipient, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity;
- (c) by written notice to the Recipient, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 12 (a);
- (d) suspend any installment of the Financial Contribution or any amount that is due to the Recipient subject to the satisfactory remedy through notice under 12(a); or
- (e) require repayment of any portion of the Financial Contribution not spent in accordance with this Agreement prior to termination;

The Province may also, at its option, either:

- (f) terminate this Agreement on 30 days written notice, without cause; or
- (g) terminate this Agreement immediately if the Province determines that the Recipient's failure to comply places the health or safety of any person at immediate risk.

Where this Agreement is terminated before 100% completion of the Project, where applicable, the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Project completed to the satisfaction of the Province prior to termination.

Any final payment made as a result of termination will discharge the Province of all liability to the Recipient under this Agreement.

SECTION 13 – DISPUTE RESOLUTION

Dispute resolution process:

In the event of any dispute between the Parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the Parties otherwise agree in writing:

- (a) the Parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the Parties must then attempt to resolve the dispute through mediation under the rules of Mediate BC; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the Arbitration Act.

Location of arbitration or mediation:

Unless the Parties otherwise agree in writing, an arbitration or mediation under the dispute resolution process will be held in Victoria, British Columbia.

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

SECTION 14 – INSURANCE AND INDEMNITY

During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule E, which may be amended from time to time at the sole discretion of the Province.

Without limiting the provisions of subparagraph (c) of Section 6, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.

The Recipient must indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the negligent acts of the Province.



SECTION 15 – ASSIGNMENT AND SUB-CONTRACTING

The Recipient will not, without the prior, written consent of the Province:

- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
- (b) sub-contract any obligation of the Recipient under this Agreement.

No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations, including Section 6, under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.

This Agreement will be binding upon the Province and its assigns and the Recipient, the Recipient's successors and permitted assigns.

SECTION 16 - REPAYMENT

An amount paid by the Province to the Recipient or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement is repayable to the Province and until repaid constitutes a debt due to the Province.

SECTION 17 – OTHER FUNDING

If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof.

SECTION 18 - NOTICES

Where in this Agreement any notice or other communication is required to be given by any of the Parties, it will be made in writing. It will be effectively given:

- (a) by delivery, to the address of the Party set out below, on the date of delivery;
- (b) by pre-paid registered mail, to the address of the Party set out below, on the fifth business day after mailing;
- (c) by e-mail, to the e-mail address of the Party mentioned in this Agreement, on the date the e-mail is sent.

[REDACTED]

The contact details of the Parties are:

Province: [REDACTED] 1767 Angus Campbell Rd, Abbotsford, BC V3G 2M3
[REDACTED] 1-778-666-0565

Recipient: [REDACTED] #1 – 2650 Progressive Way, Abbotsford, B.C., V2T
6H9, [REDACTED] 604-531-5262

The address, phone number, or email set out above may be changed by notice in the manner set out in this provision.

SECTION 19 - NON-WAIVER

No term or condition of this Agreement and no breach by the Recipient of any term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Recipient.

The written waiver by the Province of any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 – ENTIRE AGREEMENT

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

SECTION 21 - MISCELLANEOUS

All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province thereof to or for anything related to the Project that by law, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

SECTION 22 – EXECUTION AND DELIVERY OF AGREEMENT

This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each Party and that executed copy being delivered to the other Party by a method provided for in Section 18 or any other method agreed to by the Parties.

The Parties have executed this Agreement as follows:

SIGNED AND DELIVERED on behalf of the Recipient

Signature of Recipient's Signing Authority

May 22, 2024
Date

Printed Name & Title of Recipient's Signing Authority

SIGNED AND DELIVERED on behalf of the Province

Signature of Province's Signing Authority

May 23, 2024

Date

Printed Name & Title of Province's Signing Authority

SCHEDULE A – SERVICES

THE PROJECT

TERM

Notwithstanding the date of execution of this Agreement, the Term of this Agreement starts on May 24, 2024 and ends on August 23, 2024.

PROJECT

The BC Greenhouse Growers' Association is proceeding with a study (the "Study") on the potential establishment of a greenhouse vegetable focused commission in the Province. Currently, British Columbia (B.C.) greenhouse vegetable growers have their produce marketed through the B.C. Vegetable Marketing Commission. The Recipient has identified a third-party contractor(the "Contractor"), to carry out the Study on the Recipient's behalf, and to;

- Conduct a review of the current produce-focused commission type support in B.C.
- Conduct a review of other greenhouse vegetable focused commissions in other jurisdictions in Canada, including benefits and disadvantages.
- Develop recommended options on the potential establishment of a greenhouse vegetable focused commission in B.C. based on research and analysis findings.

The Recipient is responsible for completion of the Project and will ensure completion of all phases of the Project by the Contractor. The approach to the Project by the Contractor will include 2 phases;

Phase 1: Review of Current State and Scan of Other Commissions

Step 1.1 – Stage a Project Initiation Meeting

The Contractor will conduct a Project initiation meeting with the Recipient to confirm the scope and desired outputs of the Project. During this meeting, the Contractor will also confirm the Project time frame, and reporting channels, and identify issues that need to be highlighted over the course of the Project.

Step 1.2 – Arrange Regular Project Updates

The Contractor will schedule a regular conference call with the Recipient (e.g., every other week) to provide Project updates and to identify project challenges before they become serious obstacles.

Step 1.3 – Develop an Annotated Table of Contents

[REDACTED]

The Contractor will develop an annotated table of contents to serve as a guide for the Final Project Report. The purpose of this deliverable is to make sure that the approach and the final deliverable meet the Recipient's needs. This will be circulated to the Recipient for review and feedback before the main tasks of Phase 2 begin.

Step 1.4 – Conduct a Review of Current Greenhouse Produce Marketing Support and Oversight in B.C.

The Contractor will conduct a review of current greenhouse produce-focused marketing support and marketing oversight in B.C. This will include a review of the B.C. Vegetable Marketing Commission including its background and history, members served, core services offered, fee structure, and their operational and governance models. The review will be completed through a combination of primary and secondary data collection. The Contractor will collect relevant, publicly available information from the B.C. Ministry of Agriculture and Food, the Recipient, and other relevant sources.

Step 1.5 – Conduct an Environmental Scan of Greenhouse Vegetable Focused Marketing Supports and Oversight in other Jurisdictions in Canada

The Contractor will conduct a scan of up to two greenhouse vegetable focused commissions in other jurisdictions in Canada. More specifically, the scan will aim to identify and document information such as the following about each commission:

- Types of services provided.
- Funding and operating model and structure.
- Potential costs associated with operating the commission.
- Cost to members by service and the associated commission's payment structure.
- Factors that have supported or hindered the commission's success (e.g., best practices and lessons learned).

The Contractor will work with the Recipient to decide on the commissions to explore as part of the scan. The scan will be completed through a combination of primary and secondary data collection. The Contractor will collect relevant, publicly available information on the selected greenhouse vegetable focused commissions from publicly available reports, websites, and other publications. To augment the secondary research, the Contractor will conduct up to six telephone interviews with key representatives from the selected commissions.

Step 1.6 – Conduct a SWOT Analysis

Once the information from the primary and secondary sources has been collected and analyzed, the Contractor will conduct a high-level SWOT (strengths, weaknesses, opportunities, and threats) analysis of the potential marketing and marketing oversight options for greenhouse vegetables in B.C. A SWOT analysis is a common tool used in identifying strengths, pressures, challenges, and opportunities of establishing a new organization or implementing a process/program.

Step 1.7 – Prepare Strategic Recommendations

Based on the results of the primary and secondary research along with the SWOT analysis, the Contractor will develop strategic recommendations around marketing and marketing oversight for greenhouse vegetables in B.C. The recommendations will include the necessary steps the Recipient, and other relevant stakeholders may need to take prior to further investigating potential enhancements to the current paradigm.

Step 1.8 – Prepare Draft Report

Based on the annotated table of contents, the Contractor will prepare a draft report summarizing the findings of the Contractor's research, analysis, and recommendations.

Step 1.9 – Discuss Draft Report with the Recipient

The Contractor will discuss the draft report with the Recipient and provide an opportunity to provide one set of consolidated comments and feedback for the preparation of the final report. Once feedback is integrated into the final report, the Contractor will develop a two (2) page executive summary that will summarize the highlights of the study and can be circulated as a standalone document.

Step 1.10 – Finalize Report - 'Review of Current State and Scan of Other Commissions'

The Contractor will finalize the report based on the feedback received from the Recipient into a document titled, "Review of Current State and Scan of Other Commissions".

This "Review of Current State of Other Commissions" is due for submission as a deliverable to the Province on or before June 24, 2024 by the Recipient on behalf of the Contractor.

Phase 2: Online Survey and High-Level Business Case

Step 2.1 – Conduct an Online Survey of Recipient Members

In this step, the Contractor will conduct an online survey of the Recipient's members to gather their level of support for potential changes to the marketing and marketing oversight of greenhouse vegetables and gather input on key aspects of any proposed changes to the existing paradigm including services and fees. The survey will also be used to gather any perceptions of challenges or concerns with potential enhancements. The Contractor will draft the survey questionnaire and provide the Recipient with an opportunity to provide feedback. Following the programming of the online survey, the Contractor will ask the Recipient to identify 1-3 members to pilot test the online survey and provide feedback to the Contractor before its launch. Following the completion of the survey analysis, the Contractor will prepare a report that summarizes the key findings of the survey.

Step 2.2 – Develop a High-Level Business Case

The Contractor will leverage findings from Steps 1.1-1.10 and Step 2.1 to develop a high-level and short business case that will be used by the industry association as a tool to

look at their options related to regulated marketing, and then introduce and communicate any potential change to government. The business case will be about three (3) pages in length. The business case will not include a detailed assessment of the feasibility of any potential enhancements. Instead, it will summarize the research findings, focusing on the benefits and support for any proposed enhancements among the Recipient's members.

The Recipient will then submit the final report of the 'Online Survey' and 'Business Case' to the Province on behalf of the Contractor on or before August 23, 2024.

PURPOSE & EXPECTED RESULTS

The purpose and expected outcomes of the Project relate directly to Goals 1 and 2 of the Ministry of Agriculture and Food's current service plan to:

1. Strengthen B.C.'s food security and provincial food systems; and
2. Support the agriculture, food, and beverage sectors in growing and diversifying domestic and international markets.

The purpose is to strengthen B.C.'s greenhouse vegetable producers' position in the global marketplace and further drive the success, and viability of their industry. The expected results of this Project will give BC Greenhouse Vegetable producers the information and analysis necessary to further consider how they can most effectively market their products within B.C., as well as for export.

OUTCOMES

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Recipient to comply with other provisions of this Schedule A, the Recipient must use commercially reasonable efforts to achieve them:

An outcome of the Project is that the Recipient and its members will have options, and a pathway of how they may further proceed in establishing their own marketing commission for B.C. grown greenhouse vegetables.

The Project will also improve the Ministry of Agriculture and Food's understanding of the role it can take to further supporting its stakeholders to be as successful as possible in the agricultural sector.

The Parties acknowledge that the Recipient does not warrant that these outcomes will be achieved.

DELIVERABLES

There are two deliverables associated with the Project;

1. The Recipient will be expected to deliver a 'Review of Current State and Scan of Other Commissions'; containing phase 1 as completed on behalf of the Contractor to the Recipient on June 24, 2024.

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2. The Recipient will be expected to deliver a 'Online Survey and Business Case' report; containing phase 2 as completed on behalf of the Contractor to the Province on August 23, 2024.

REPORTING REQUIREMENTS

Project Reporting

Ongoing Communication

The Recipient must make all reasonable efforts to respond to ad-hoc requests by the Province for information on Project progress. The Recipient must also advise the Province immediately of any substantial events that could impact the Project timeline. See 'Schedule C – Communications Schedule'.

SCHEDULE B - FINANCIAL CONTRIBUTION

PAYMENTS

1. The Province will pay the Recipient [REDACTED] for the Term of this Agreement based on the payment schedule below.
2. Payments will be made upon receipt and acceptance by the Province of the following:

Payment Schedule	Payment Amount
<ul style="list-style-type: none">• A 'Review of Current State and Scan of Other Commissions' report; containing phase 1 of the Project as described in 'Schedule A'. Due for submission on June 24, 2024.	[REDACTED]
<ul style="list-style-type: none">• An 'Online Survey' and 'Business Case' report; containing phase 2 of the Project as described in 'Schedule A'. Due for submission on August 23, 2024.	[REDACTED]
TOTAL	[REDACTED]

The Recipient must submit to the Province a written statement of account showing;

- (a) the Recipient's legal name and address;
- (b) the date of the statement and a statement number for identification;
- (c) the Agreement number;
- (d) the calculation of the Financial Contribution being claimed, with reasonable detail of the applicable part of the Project completed to statement date; and
- (e) any other billing information reasonably requested by the Province.



SCHEDULE C – COMMUNICATIONS SCHEDULE

The Recipient will arrange bi-weekly phone call updates with the Province to inform them on how the deliverables and phases of the Project are proceeding. This call schedule is to commence the week following the execution date of this Agreement, and to continue every other week until the 'Review of Current State and Scan of Other Commissions' Report is submitted.



SCHEDULE D - CRIMINAL RECORDS CHECKS

The purpose of the *B.C. Criminal Records Review Act* (the "Act") is to help protect children from physical and sexual abuse. The legislation applies to all organizations that work with children and are operated, licensed or receive operating funds from the provincial government of British Columbia.

The Act makes a criminal record check mandatory for anyone who works with children. In the Act, "works with children" means:

Working with children directly or having or potentially having unsupervised access to children in the ordinary course of employment or in the practice of an occupation.

The Act defines "child" as an individual under 19 years of age.

In consideration of the above, the Recipient will;

1. comply with all requirements and regulations of the Act;
2. ensure all new and existing employees, volunteers, and sub-contractors comply with the Act including those who have previously completed a criminal records review check; and
3. maintain and make available to the Province, upon request, documentation showing that the criminal record check requirement, as set out in this Schedule, has been met.

SCHEDULE E – INSURANCE

1. The Recipient shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Province.
 - (a) Automobile Liability on all vehicles owned, operated or licensed in the name of the Recipient, and if used for government business, in an amount not less than [REDACTED]
 - (b) Comprehensive/Commercial General Liability in an amount not less than [REDACTED] inclusive per occurrence, insuring against bodily injury, personal injury and property damage. The Province is to be an additional insured under this policy. Such insurance shall include, but not be limited to:
 - Products and completed Operations Liability;
 - Owner's and Contractor's Protective Liability;
 - Blanket Written Contractual Liability;
 - Contingent Employer's Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as Additional Insured;
 - Broad Form Property Damage; and
 - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of the Province occupied by the Recipient.
2. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province.
3. The Recipient shall provide the Province with evidence of all required insurance prior to the commencement of the work or services. Such evidence shall be in the form of a completed Province of British Columbia Certificate of Insurance, duly signed by the insurance agent or broker on behalf of the Insured. When requested by the Province, the Recipient shall provide certified copies of required policies.
4. All required insurance shall be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
5. The Recipient hereby waives all rights of recourse against the Province with regard to damage to the Recipient's property.

SCHEDULE F – MARKETING, PUBLICITY AND COMMUNICATIONS

1. The Recipient must cooperate with the Province in the public announcements, news releases or event opportunities regarding the Project that the Province requests.
2. The Recipient must not provide any media releases, promotional materials or communications in a public forum with respect to the Project except if they have been approved in advance by the Province.
3. The Recipient must acknowledge the financial contribution made by the Province and the government of Canada on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms for use by Participants, or other materials or publications produced by the Recipient and related to the Project, in terms satisfactory to the Province.
4. All print advertisements must
 - (a) include display of the [REDACTED] Provincial logo and government of Canada word mark; and,
 - (b) include a key message pre-approved by the Province.
5. All advertisements, including print advertisements, must have prior approval from the Province. To obtain prior approval, the Recipient must submit the proposed template for the advertisement to the Province identifying the media where the Recipient intends to advertise and the duration of the proposed advertisement.
6. Any urgent media deadlines for advertising should be flagged when requests for approvals are submitted.

SCHEDULE G - PRIVACY PROTECTION

Definitions


1. In this Schedule,
 - (i) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
 - (j) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (k) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Recipient as a result of the Agreement or any previous agreement between the Province and the Recipient dealing with the same subject matter as the Agreement;
 - (l) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
 - (m) “**public body**” means “public body” as defined in the Act;
 - (n) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
 - (o) “**service provider**” means a person retained under a contract to perform services for a public body; and
 - (p) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Recipient is aware of and complies with the Recipient’s statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Recipient acknowledges and agrees that

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- (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Recipient in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Recipient is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient may only collect or create personal information that relates directly to and is necessary for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.
- 5. The Recipient must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Recipient;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
- 6. Where the Recipient collects personal information directly from the individual the information is about, the Recipient must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the name and contact information of the individual designated by the Province to answer questions about the Recipient's collection of personal information.

Privacy Training

- 7. The Recipient must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Recipient's expense, the privacy course prior to that individual providing those services.
- 8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Recipient must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Recipient or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Recipient receives a request for access to information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Recipient to provide such access. If the Province has advised the Recipient of the name or title and contact information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Recipient must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Province must advise the Recipient of the date the correction request was received by the Province in order that the Recipient may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Recipient must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Recipient disclosed the information being corrected or annotated.
14. If the Recipient receives a request for correction of personal information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province and, if the Province has advised the Recipient of the name or title and contact information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Recipient must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Recipient will ensure that all personal information is securely segregated from any information under the control of the Recipient or third parties to prevent unintended mixing of personal information with other information or access to personal

information by unauthorized persons and to enable personal information to be identified and separated from the information of the Recipient or third parties.

Storage of and Access to Personal Information

16. The Recipient must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Recipient must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Recipient will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Recipient will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Recipient must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Recipient may only use personal information if that use is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Recipient has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Recipient will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Recipient may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Recipient's obligations, or the exercise of the Recipient's

rights, under the Agreement.

23. If in relation to personal information, the Recipient:

- (a) receives a third-party request for disclosure;
- (b) receives a request to disclose, produce or provide access that the Recipient knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Recipient must immediately notify the Province.

24. If the Recipient receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Recipient must instead:

- (a) use its best efforts to direct the party making the third-party request to the Province;
- (b) provide the Province with reasonable assistance to contest the third-party request; and
- (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Recipient as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Recipient to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.5 of the Act, if the Recipient knows that there has been an unauthorized disclosure of personal information, the Recipient must immediately notify the Province.

Compliance with the Act and Directions

26. The Recipient must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Recipient as a service provider, including any regulation made under the Act and the terms of this Schedule; and

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- (b) any direction given by the Province under this Schedule.
27. The Recipient acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Recipient will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Recipient's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Recipient does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Recipient must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Recipient, terminate the Agreement by giving written notice of such termination to the Recipient, upon any failure of the Recipient to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Recipient" in this Schedule includes any subcontractor or agent retained by the Recipient to perform obligations under the Agreement and the Recipient must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Recipient in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Recipient must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Recipient to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

PRIVATE & CONFIDENTIAL

February 21, 2024

[REDACTED]
[REDACTED]

BC Greenhouse Growers' Association
207 – 15252 32nd Avenue
Surrey, British Columbia V3Z 0R7

Dear Linda:

Re: British Columbia Greenhouse Vegetable Market Study

We are pleased to confirm the arrangements under which **MNP LLP** (MNP) will provide consulting services to **BC Greenhouse Growers' Association** (BCGGA). This letter and the attached terms and conditions comprise the terms of our engagement.

Scope of Work

It is our understanding that the BCGGA is looking for a market study which will include the role marketing oversight currently plays in the BC greenhouse vegetable market. The objectives of the study are to:

- Conduct a review of current produce-focused marketing and marketing oversight support in BC.
- Conduct a review of other greenhouse vegetable focused marketing and marketing oversight mechanisms in other jurisdictions in Canada, including benefits and disadvantages.
- Develop recommendations on marketing and marketing oversight in BC based on research and analysis findings.

Approach

MNP will employ the following approach to complete this project.

Phase 1: Review of Current State and Scan of Other Commissions

Step 1.1 – Stage a Project Initiation Meeting

We will conduct a project initiation meeting with the BCGGA to confirm the scope and desired outputs of the project. During this meeting, we will also confirm the project time frame, and reporting channels, and identify issues that need to be highlighted over the course of the project.

Step 1.2 – Arrange Regular Project Updates

For projects of this type, we find that a regular conference call (e.g., every other week) to provide project updates helps to keep the project on time and to identify project challenges before they become serious obstacles. We suggest arranging bi-weekly conference calls (lasting about 15 to 30 minutes) or submitting bi-weekly written status reports to the BCGGA.

Step 1.3 – Develop an Annotated Table of Contents

We will develop an annotated table of contents to serve as a guide for the final report. The purpose of this deliverable is to make sure that the approach and the final deliverable meet the BCGGA's needs. This will be circulated to the BCGGA for review and feedback before the main tasks of Phase 2 begin.

Step 1.4 – Conduct a Review of Current Greenhouse Produce Marketing Support and Oversight in BC

In this step, we will conduct a review of current greenhouse produce-focused marketing support and marketing oversight in BC. This will include a review of the BC Vegetable Marketing Commission including its background and history, members served, core services offered, fee structure, and their operational and governance models.

The review will be completed through a combination of primary and secondary data collection. We will collect relevant, publicly available information from the BC Ministry of Agriculture and Food, the BCGGA, and other relevant sources.

Step 1.5 – Conduct an Environmental Scan of Greenhouse Vegetable Focused Marketing Supports and Oversight in other Jurisdictions in Canada

In this step, we will conduct a scan of up to two (2) greenhouse vegetable focused commissions in other jurisdictions in Canada. More specifically, the scan will aim to identify and document information such as the following about each commission:

- Types of services provided.
- Funding and operating model and structure.
- Potential costs associated with operating the commission.
- Cost to members by service and the associated commission's payment structure.
- Factors that have supported or hindered the commission's success (e.g., best practices and lessons learned).

We will work with the BCGGA to decide on the commissions to explore as part of the scan.

The scan will be completed through a combination of primary and secondary data collection. We will collect relevant, publicly available information on the selected greenhouse vegetable focused commissions from publicly available reports, websites, and other publications. To augment the secondary research, we will conduct up to six (6) telephone interviews with key representatives from the selected commissions.

Step 1.6 – Conduct a SWOT Analysis

Once the information from the primary and secondary sources has been collected and analyzed, we will conduct a high-level SWOT (strengths, weaknesses, opportunities, and threats) analysis of the potential marketing and marketing oversight options for greenhouse vegetables in BC.

A SWOT analysis is a common tool used in identifying strengths, pressures, challenges, and opportunities of establishing a new organization or implementing a process/program.

Step 1.7 – Prepare Strategic Recommendations

Based on the outcomes of the primary and secondary research along with the SWOT analysis, we will develop strategic recommendations around marketing and marketing oversight for greenhouse vegetables in BC.

The recommendations will include the necessary steps the BCGGA, and other relevant stakeholders may need to take prior to further investigating potential enhancements to the current paradigm.

Step 1.8 – Prepare Draft Report

Based on the annotated table of contents, we will prepare a draft report summarizing the findings of our research, analysis and recommendations.

Step 1.9 – Discuss Draft Report with the BCGGA

We will discuss the draft report with the BCGGA and provide an opportunity to provide one set of consolidated comments and feedback for the preparation of the final report.

Once feedback is integrated into the final report, MNP will develop a two (2) page executive summary that will summarize the highlights of the study and can be circulated as a standalone document.

Step 1.10 – Finalize Report

We will finalize the report based on the feedback received from the BCGGA.

Phase 2: Online Survey and High-Level Business Case

Step 2.1 – Conduct an Online Survey of BCGGA Members

In this step, we will conduct an online survey of BCGGA members to gather their level of support for potential changes to the marketing and marketing oversight of greenhouse vegetables and gather input on key aspects of any proposed changes to the existing paradigm including services and fees. The survey will also be used to gather any perceptions of challenges or concerns with potential enhancements.

We will draft the survey questionnaire and provide the BCGGA with an opportunity to provide feedback. Following the programming of the online survey, we will ask the BCGGA to identify 1-3 members to pilot test the online survey and provide feedback to us before its launch. It is our assumption that the BCGGA will distribute the survey and send regular survey reminders to its membership to increase survey participation.

Following the completion of the survey analysis, we will prepare a report that summarized the key findings of the survey.

Step 2.2 – Develop a High-Level Business Case

In this step, we will leverage findings from Steps 1.1-1.10 and Step 2.1 to develop a high-level and short business case that will be used as a tool to introduce and communicate any potential change to government. The business case will be about three (3) pages in length.

Please note that the business case will not include a detailed assessment of the feasibility of any potential enhancements. Instead, it will summarize the research findings, focusing on the benefits and support for any proposed enhancements among the BCGGA members.

Project Timeline

We anticipate being able to complete the project within **4.5 months** of project initiation (pending on data collection).

Phases	Timeline
Phase 1: Review of Current State and Scan of Other Commissions	3.5 months
Phase 2: Online Survey and High-Level Business Case	1 month
Total	4.5 months

Fees and Expenses

Our estimated fees for the completion of this project are **\$49,000 plus applicable taxes**.

Phases	Timeline
Phase 1: Review of Current State and Scan of Other Commissions	
Phase 2: Online Survey and High-Level Business Case	
Total	

We anticipate there not being any significant travel expenses. All travel expenses will be charged at cost and preapproved by the BCGGA before any purchases are made by MNP.

Our proposed fees are based on the following assumptions:

- MNP has assumed that the scope of the project includes only those activities and deliverables described in this proposal. The scope shall remain unchanged, except as the BCGGA and MNP may mutually agree in writing. In the event that the BCGGA requests a change to the scope of

work that materially affects the schedule or effort required, such a change may have an impact upon schedule and cost

- The BCGGA will provide timely and appropriate access to all supporting information and personnel necessary for MNP to perform its responsibilities. MNP will not be responsible for any inaccuracies or delays in deliverables caused by incomplete, inaccurate or conflicting information provided by the BCGGA.
- MNP has assumed that the BCGGA contact person(s) will be available at the commencement of this engagement and throughout the project schedule to provide input and review the deliverables.
- All documents will be created using MS Office, and will be written in English.

Change Order

In the event of an anticipated change in scope of the project, the MNP Engagement Partner will facilitate a proactive discussion followed by a formal approval and signing process involving the BCGGA, prior to any additional work being conducted. The formal process will include documenting the change in scope and estimating the effort to complete and the costs associated with the change. MNP will not undertake any out-of-scope or change-of-scope work without prior discussion and approval by the BCGGA

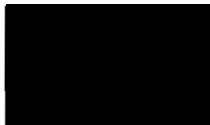
Standard Terms and Conditions

The standard terms and conditions attached hereto are an integral part of this engagement. This engagement letter should be read in conjunction with the standard terms and conditions included in Appendix A. This engagement letter and the standard terms and conditions are collectively referred to hereinafter as the "Agreement". In the event of any conflict or inconsistency between this engagement letter and the standard terms and conditions attached hereto, the terms of this engagement letter shall prevail.

Should you have any questions, please feel free to contact me directly at [REDACTED]

Yours truly,

MNP LLP



Ag Risk Management Resources, General Core



Engagement Acceptance by and on behalf of BC Greenhouse Growers’ Association

Re: British Columbia Greenhouse Vegetable Market Study

We have reviewed the Agreement and hereby accept the terms and conditions thereof. We hereby authorize MNP LLP to proceed with the engagement as set out in the Agreement.

On behalf of BC Greenhouse Growers’ Association.:

<div></div>	e-Signed by <div></div> 2024-03-07 04:18:36 GMT
Name	Signature
<div></div>	
Title	Date

I have the legal authority to bind BC Greenhouse Growers’ Association.

Appendix A – Standard Terms & Conditions

The following standard terms and conditions and the engagement letter to which they are attached form one agreement and set out the terms and conditions upon which MNP LLP ("MNP") will provide services to you (the "Client").

1. **Gathering and Verification of Information.** MNP will perform the services based on the information the Client provides to MNP. MNP will rely on that information to be accurate and complete and MNP will neither verify the information nor perform any procedures designed to discover errors or other irregularities in the information, although MNP may ask the Client to clarify or supplement such information. MNP will not independently verify financial statements or data submitted by the Client to allow MNP to perform services, nor will MNP review furnished working papers for technical and mathematical accuracy. The engagement of MNP cannot be relied upon to uncover errors in the underlying information incorporated in the Client's tax returns or other information, should any exist.
2. **Cooperation.** The Client shall cooperate with MNP in the performance by MNP of its services hereunder, including, without limitation, by providing MNP with reasonable facilities and timely access to data, information and personnel of the Client. The Client shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to MNP for purposes of the performance by MNP of its services hereunder. The Client shall notify MNP if the Client learns that the information provided is inaccurate or incomplete or otherwise should not be relied upon. Furthermore, if during the engagement new information arises that is reasonably relevant to MNP's Services, the Client will promptly notify MNP and provide MNP with all such information.
3. **Additional Client Responsibilities.** The Client shall appoint a senior employee to oversee, evaluate and accept the services provided by MNP. In no case shall any decision to accept or implement such services be a decision of MNP, and all such decisions shall be the decisions of the Client according to the Client's own internal management rules. [In the event that the services under this engagement letter are provided while MNP is also providing audit or assurance services to the Client, the Client agrees to take steps, in concert with MNP, to ensure that its adoption of the services does not impair the independence principles of corporate good governance practices and/or the generally accepted audit or accounting practices applicable in the jurisdiction(s) where the Client operates.]
4. **Payment of Invoices.** Accounts will be rendered on a regular basis as the engagement progresses. All accounts shall be due and payable when rendered. Without limiting its rights or remedies, MNP shall have the right to halt or terminate its services entirely if payment is not received within thirty (30) days of the invoice date. Interest shall be charged on accounts unpaid after thirty (30) days after the date of the bill. Interest shall be calculated and payable at the rate of 19.56% per annum (1.5% per month).
5. **Taxes.** All fees and other charges do not include any applicable federal, provincial or other sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes or duties shall be assumed and paid by the Client without deduction from the fees and charges hereunder.
6. **Term.** Unless terminated sooner in accordance with its terms, this Agreement shall terminate on the completion of MNP's services hereunder. This Agreement may be terminated by either party at any time in writing to the other party by providing ten (10) days written notice. In the event of termination pursuant to this paragraph, the Client agrees to compensate MNP for services performed and expenses incurred through the effective date of termination, as well as for reasonable time and expenses incurred

to bring our services to a close in a prompt and orderly manner. Additionally, MNP has the right to terminate this Agreement if the obligations of the Client are not fulfilled. Before exercising this right, MNP will provide the Client with twenty (20) days notice to remedy such breach. If MNP exercises its right of termination, we will not be responsible for any loss, cost or expense resulting from such termination.

7. **Grant of License.** All documents produced by MNP, in any form whatsoever, for delivery to the Client (collectively, the "Deliverables") are prepared in contemplation only of the Client's use for the purpose stated in the engagement letter and not for any other purpose, or by any other party. MNP hereby grants the Client a limited, non-exclusive, perpetual, world-wide license, without payment of any royalty, so that the Client may, solely for its internal business purposes, use, copy and distribute internally the Deliverables, without modification. The Client shall not use the Deliverables directly or indirectly, for any purpose competitive with the business of MNP. MNP retains all intellectual property rights, title and interest in and to all its existing methodologies, processes, techniques, ideas, concepts, trade secrets, artwork, logos and identifying script and know-how that MNP may develop or supply in connection with this Agreement ("MNP Knowledge") whether or not such is embodied in the Deliverables. Subject to the confidentiality restrictions contained in paragraph 10, MNP may use the MNP Knowledge for any purpose.
8. **Working Papers.** MNP owns all working papers and files, other materials, reports and work created, developed or performed during the course of the Engagement, including intellectual property used in the preparation thereof. MNP may, but is under no obligation to, agree to provide the Client with a copy of all practitioner-prepared working papers necessary for the Client's accounting records. MNP may develop software, including spreadsheets, documents, databases, and other electronic tools, to assist us with this Engagement. Where these tools are developed specifically for MNP's purposes and without consideration of any purpose for which the Client might use them, any such tools provided to the Client are made available on an "as is" basis only, and remain the exclusive intellectual property of MNP, and are not to be distributed to or shared with any third party and MNP shall be entitled to the return of all such property, uncopied, at any time.
9. **Third Parties and Internal Use.** This Agreement is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the advice, opinions, reports, Deliverables or services of MNP contemplated in this Agreement. The Client further agrees that the advice, opinions, reports and Deliverables issued by MNP shall not be distributed to any third party without the prior written consent of MNP. MNP agrees that such consent will ordinarily be granted provided that the Client makes a specific written request of MNP and the third party seeking such materials executes an acknowledgement of non-reliance and a release acceptable to MNP.

MNP does not warrant and is not responsible for any third party products or services obtained independently by the Client notwithstanding any participation or involvement by MNP. The Client shall have the sole and exclusive rights and remedies with respect to any defect in third party products or services and any claim shall only be brought against the third party vendor and not against MNP.
10. **Confidentiality.** To the extent that, in connection with this engagement, MNP comes into possession of any proprietary or confidential information of Client, MNP will not disclose such information to any third party without Client's consent, except: (a) when properly acting in the course of providing the Services (including to such of MNP's subcontractors, affiliates and advisors as may have a need to know), (b) as may be required by applicable law, or as may be permitted by applicable professional standards; or (c)

to the extent such information: (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by MNP in breach hereof; (ii) is disclosed by Client to a third party without substantially the same restrictions as set forth herein; (iii) becomes available to MNP on a non-confidential basis from a source other than Client whom MNP believes is not prohibited from disclosing such information to MNP by obligation to Client; (iv) is known by MNP prior to its receipt from Client without any obligation of confidentiality with respect thereto; or (v) is developed by MNP independently of any disclosures made by Client to MNP of such information. The

[Client/Company/Organization/Entity] acknowledges that our client files may be periodically reviewed by provincial or national practice inspectors as required by law, including for reporting-issuers by the Canadian Public Accountability Board, the Public Company Accounting Board, or other regulators, and by other MNP personnel that may be located extra-provincially to ensure we are adhering to professional and MNP standards.

11. **Personal Information.** Except to the extent necessary for the performance of the services, the Client shall not provide any personal information, as defined in Canadian federal and provincial privacy legislation, to MNP in connection with this Engagement. If personal information is disclosed to or by MNP, or is accessed, collected, or used, by MNP, the Client consents to the same and represents and warrants that it has or will collect all necessary consents, provide any necessary notices, and do all such other things as are required under applicable law in respect of such personal information. Any collection, use or disclosure of personal information will be subject to MNP's privacy policy (available for review at www.mnp.ca/privacy) and will comply with applicable Canadian federal and provincial laws.
12. **Limited Warranty.** MNP warrants that the services shall be performed with reasonable care in a diligent and competent manner. MNP agrees to correct any non-conformance with this warranty (subject to the limitations on MNP's liability set forth in paragraph 13), provided that the Client gives MNP written notice of such non-conformity no later than thirty (30) days following the performance of the services ("Warranty Period") by MNP and in any event within the time limitation (18 months) set out in paragraph 13. Notwithstanding the foregoing, to the extent that the services are advisory in nature, no specific business result is assured or guaranteed. All decisions made by Client relating to the implementation of MNP services, advice, opinion and recommendations are the sole responsibility of the Client. In the event of a warranty covered deficiency in the services, the sole and exclusive remedy of the Client and MNP's sole obligation shall be to re-perform the Services (or the affected portion). Such warranty coverage is contingent on Client providing prompt written notification to MNP once such deficiency is reasonably apparent to Client during the Warranty Period. Except as otherwise contained in this Agreement, MNP makes no other warranties, express or implied, and the Client waives application of all other warranties, whether arising by operation of law, course of performance or dealing, custom, usage in the trade or profession or otherwise, including without limitation implied warranties or conditions of merchantable quality and fitness for a particular purpose.
13. **Limitation on Liability.** The Client and MNP agree to the following with respect to MNP's liability to the Client:
 - a. MNP's liability to the Client for the aggregate of all losses, claims, liabilities, penalties, damages, or expenses shall not exceed the amount of fees paid by the Client to MNP pursuant to this Agreement, except to the extent such loss, claim, liability, penalty, or expense suffered by the Client has been finally judicially determined to have resulted from the bad faith or intentional misconduct of MNP.

- b. In no event shall MNP be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense or any loss of revenue or profit or any other commercial or economic loss or failure to realize expected savings.
- c. MNP's liability will be several and not joint and several and the Client may only claim payment from MNP of MNP's proportionate share of the total liability based on the degree of fault of MNP as finally determined by a court of competent jurisdiction.

Any notice required under paragraph 11 above or any action by way of filed court process against MNP by the Client must be brought and served within eighteen (18) months after the cause of action arises and, if not so brought, such notice or action shall be null and void to the same extent as if the right to bring such were statute barred.

- 14. **Indemnity.** The Client agrees to indemnify and hold harmless MNP from and against any and all fees, costs, expense (including without limitation legal fees and disbursements), claims, losses, damages, fines, penalties or liabilities of any nature whatsoever, whether arising out of any commenced or threatened action, suit, proceeding, investigation, claim or otherwise, which is brought or threatened against MNP by a third party (each, a "Claim") under any contract, statute, regulation, common law, rule of equity, or otherwise, including without limiting the generality of the foregoing, preparing for, defending against, providing evidence in, producing documents, or taking any reasonable action in respect of any Claim, insofar as such Claim arises out of or is based directly or indirectly upon the carrying out by MNP of this engagement, or the services and Deliverables provided by MNP pursuant to this Agreement.
- 15. **Survival and Interpretation.** The agreements and undertakings of the Client contained in this Agreement shall survive the expiration or termination of this Agreement. For the purposes of this Agreement, "MNP" shall mean MNP LLP and its directors, officers, partners, professional corporations, employees, subsidiaries and affiliates and to the extent providing services under the engagement letter to which these terms are attached, MNP LLP, its member firms, and all of their partners, principals, members, owners, directors, staff and agents; and in all cases any successor or assignee.
- 16. **Governing Law, Severability and Entire Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any action or proceeding relating to this engagement shall be brought in the Province of British Columbia, and the parties submit to the jurisdiction of the courts of the Province of British Columbia and waive any defense of inconvenient forum to the maintenance of such action or proceeding. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations, representations or warranties of any kind whether oral or written.
- 17. **Assignment.** Except as herein provided, neither party may assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or claims relating to this engagement) without the prior written consent of the other party. MNP may, without the consent of the Client, assign or subcontract its rights and obligations hereunder to (a) any affiliate or related entity or (b) any entity which acquires all or a substantial part of the assets or business of MNP.

18. **Solicitation.** The Client agrees that during the term of this Agreement and for a period of one year after completion of the services, it shall not, directly or indirectly, for itself or for any third party, solicit the services of, hire, contract for the services of, or otherwise entice away from their partnership, employment or contract of services with MNP any MNP Person. In the event of a breach of this section by the Client, the Client shall be obliged to pay to MNP liquidated damages in the amount of one hundred fifty (150%) percent of the total compensation the Client or third party offered to pay the individual in their first year of service to such party, or one hundred fifty (150%) percent of total compensation the Client or third party actually paid to the individual in their first year of service to such party, whichever is greater. The Client further understands that any breach by Client of this provision may result in a threat to our independence which may prevent us from accepting or continuing any engagement to provide assurance services to the Client. "MNP Person" means any and all partners, employees and contractors providing services to MNP, whether for a defined or indefinite period or on a part-time or full-time basis, and with whom the Client had contact during the term of this Agreement.
19. **Data Analytics.** The Client agrees that MNP may use relevant portions of Client information disclosed to MNP in the course of the engagement, which may include Confidential Information and Personal Information (the "Client Data") for the purpose of performing individualized (using your data only, for your eyes only) as well as aggregated benchmarking and industry models and reports (using de-identified data from a variety of sources). Aggregated benchmarking and industry reporting services will be performed to provide valuable insights on financial and other trends either (a) within your specific business organization over time, or (b) on an aggregated basis across an entire industry or sector. MNP may use such information to provide services to its clients or for other business purposes. None of the resulting aggregated reporting will contain any information that would allow a third party to identify you. The data will not be re-identified or removed following the aggregation process.
20. **Third Party Services.** In connection with this engagement, MNP may use certain third parties to provide professional, administrative, and analytical services and other clerical support. As a result, Client Data may transit or be used, stored or accessed in jurisdictions outside your province of residence or outside of Canada, and may be subject to disclosure in accordance with the laws applicable in such jurisdiction, which laws may not provide the same level of protection as Canadian federal and provincial privacy laws. MNP will require such third parties to undertake confidentiality obligations that are equivalent to those contained in this Agreement. For clarity, MNP does not warrant and is not responsible for any third-party product or service obtained independently by the Client notwithstanding any participation or involvement by MNP in the procurement of such services.