



## EVENT SERVICES AGREEMENT

THIS EVENT SERVICES AGREEMENT (“**Agreement**”) made effective August 22, 2013

### BETWEEN

**MITACS INC.**, a not-for-profit corporation created under Part 2 of the Canada Corporations Act, with offices at Suite 301, Technology Enterprise Facility III, The University of British Columbia, 6190 Agronomy Road, Vancouver, British Columbia, Canada V6T 1Z3, (Facsimile: 604-822-3689)

(“**Mitacs**”)

### AND

International Biometric Society – [www.biometricsociety.org](http://www.biometricsociety.org),

1444 I Street, Suite 700, Washington, DC 20005 USA

Phone: 1.202.712.9049 Facsimile: 1.202.216.9646

(“**Client**”)

### WITNESSES THAT WHEREAS:

- A. Client is the **International Biometric Society**, overseeing organization of **The 2016 International Biometric Conference** (the “**Event**”), to be held at **Victoria Convention Centre on Sunday July 10 to Friday July 15, 2016**; and
- B. Mitacs has the ability to provide to Client and is willing to provide to Client, and Client wishes for Mitacs to provide to it, certain organizational and logistical services relating to the arrangement and conduct of the Event.

IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged by each party, the parties hereby agree as follows:

#### 1. APPOINTMENT AND SERVICES

1.1 **Engagement/Description of Services.** Client hereby engages Mitacs to provide to and on behalf of Client the services described in the attached Schedule A (the “**Services**”), and Mitacs agrees to provide such Services on the terms and conditions set forth in this Agreement including without limitation any terms and conditions described in Schedule A, and further agrees to use reasonable care, skill and judgment in performing its obligations hereunder.

1.2 **Obligations of Client.** Client shall be responsible for the Event-related actions and services designated in Schedule A as being Client’s responsibility.

## 2. EVENT BUDGET AND COSTS

2.1 **Event Budget.** Mitacs and Client shall use reasonable efforts to, as soon as reasonably possible following entry into this Agreement, agree on an overall budget for the Event (the “**Event Budget**”), which Event Budget shall be subject to amendment upon agreement of the parties.

2.2 **Client Responsible for Event Costs.** Subject to reasonable conformity with the Event Budget (or express written agreement by Client to exceed the Event Budget in the case of the particular cost), Client shall be responsible for **all direct and indirect costs of the Event or events associated with the Event**, including but not limited to venue rental, catering, audio/visual equipment and services, third-party registration systems charges, payment processing costs, travel expenses, accommodations, courier costs and long-distance telephone charges.

2.3 **Prepayments to Conference Account.** Mitacs shall not be obligated to make any expenditure or incur any liability in relation to the Event unless the amount of such expenditure or liability has been deposited by Client to a Mitacs Conference Account.

## 3. COMPENSATION

3.1 **Fees.** Client shall pay Mitacs the fixed amount of **\$34,500.00** for up to 900 Event registrants, plus an additional \$55 for each Event registrant, if any above 900.

3.2 **Taxes.** Client shall pay all sales and value-added taxes payable in connection with the Services.

3.3 **Deposit.** Client shall pay or cause to be paid to Mitacs a deposit on account of such fees in the amount of **\$3000.00** forthwith upon execution of this agreement.

3.4 **Additional Deposits.** Client shall pay or cause to be paid to Mitacs a further deposit in the amount of **\$12,000.00** on or before **July 01, 2015**. A third deposit of **\$15,000.00** is to be paid on or before **January 15, 2016**. The final outstanding amount of **\$4500.00** is to be paid on or before **June 15, 2016**.

3.6 Mitacs shall not receive hotel room commissions from the venue hotel. Should commissionable rates be able to be negotiated with the venue hotel Mitacs shall instruct the hotel to direct these commissions as rebates to the hotel’s conference master account.

## 4. INTELLECTUAL PROPERTY

4.1 **Ownership of Intellectual Property.** All software, website design, marketing strategies, sponsorship promotions, event décor and other creative materials developed or created by or for Mitacs in relation to the Event, including without limitation any intellectual property rights in relation thereto, remain the joint property of Mitacs and the Client and may be used by either party. Without limiting the foregoing, Mitacs shall retain the right to publish any photographs taken of the Event for use in Mitacs’s promotion or advertising.

## 5. EVENT CANCELLATION.

5.1 **Cancellation Insurance.** Mitacs shall arrange insurance against commercially insurable risks in case of of Event/Event-related activity/function cancellation, with Mitacs and Client as named beneficiaries. The cost of such insurance shall be considered an Event cost and be charged against the Conference Account. In the event of cancellation of the Event or any associated

activity/function, whether voluntarily by Client or through any other cause, Client shall remain liable for all direct or indirect costs of the Event and/or associated activities/functions, to the extent that such costs are not covered by the abovementioned cancellation insurance.

## **6. LIMITATIONS AND EXCLUSIONS**

6.1 **No Indirect Damages.** Neither party shall be liable to the other for any indirect, consequential or other damages suffered or incurred by any person or entity in connection with this Agreement including, but not limited to, loss of revenues, profits or savings, or for any demands, claims, actions or proceedings against any person or entity.

6.2 **Limitation of Liability.** Without limiting the effect of section 6.1, the aggregate maximum liability of either party to the other in any case whatsoever, including without limitation in the case of negligence of Mitacs, shall be an amount equal to the fees actually paid by Client to Mitacs pursuant to section 3.1. Notwithstanding the foregoing in this Section, Client shall also be responsible to reimburse Mitacs for any Event costs properly incurred by Mitacs under this Agreement prior to termination.

6.3 **Client Acknowledgement of Risk.** Without limiting the above, Client has full knowledge of and takes full responsibility for the risks of injury, death and property damage that may result from or in any way relate to the service of alcoholic beverages at the Event or at activities or functions associated with the Event.

6.4 **Special Risk Insurance.** Should Mitacs in its sole opinion determine that the Event or any associated event carries a special liability risk, or at the request of Client, Mitacs may arrange a separate general liability insurance policy or policies for the Event and/or related activity/function, with Mitacs and Client as named beneficiaries. The cost of such insurance shall be charged against the Conference Account.

## **7. TERM AND TERMINATION.**

7.1 **Term.** This Agreement shall commence upon the effect date of signature by all parties, and continue until sooner terminated in accordance with section 7.2 will terminate 90 days after the conclusion of the Event.

7.2 **Termination.** This Agreement may be terminated:

- a) by either party if the parties have not settled the Event Budget within **90 days** of commencement of the term of the Agreement; or
- b) by either party upon material breach of this Agreement by the other which the other fails to reasonably rectify within 5 days of written notice thereof; or

provided that the right of termination shall be in addition to all other rights and remedies available to the parties for breach or default by the other.

7.3 **Mitacs's Fees in Case of Termination.** If:

- a) This Agreement is terminated pursuant to paragraph 7.2a) due to Client failing to use reasonable commercial efforts to settle an Event Budget, Mitacs shall have the right to charge, and Client shall pay promptly upon demand, for services rendered by Mitacs up to the time of such termination, at Mitacs's then-applicable standard

service rates, provided that the amount of such charge shall not exceed the amount of the deposit required pursuant to section 3.3;

- b) If this Agreement is terminated pursuant to paragraph 7.2b), then:
  - i) if termination was on account of breach by Client, then Mitacs shall be entitled to full payment of its fixed fee pursuant to section 3.1 based upon 700 Event registrants or the actual number of Event registrants at the time of termination, whichever is the greater; and
  - ii) if termination was on account of breach by Mitacs, then Mitacs shall have the right to charge, and Client shall pay promptly upon demand, for services rendered by Mitacs up to the time of such termination, at Mitacs's then-applicable standard service rates.

**7.4 Event Costs Still Payable.** In no case shall termination of this Agreement limit Client's obligations hereunder to pay Event-related costs or any taxes incurred by Mitacs prior to the date of termination, provided that Mitacs shall, upon termination of this Agreement prior to full performance hereof, use reasonable efforts to rescind and/or otherwise terminate any agreements then in place in relation to the Event, in an effort to limit Client's liabilities in such regards.

**7.5 Outstanding Fees.** Despite termination or expiration of this Agreement, Mitacs will still be owed any fees due payable prior to the termination of the agreement, or within 60 days of a stated owed deposit amount.

## **8. GENERAL**

**8.1 Entire Agreement.** This Agreement is the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior representations, proposals, understandings and all other agreements, oral or written, express or implied, between the parties relating to the matters contained herein.

**8.2 Priority of Agreement Body and Schedule.** If the main body of this Agreement contradicts or is inconsistent with the **Schedule A** (or any statement of work entered into thereunder), the main body of this Agreement shall govern.

**8.3 Force Majeure.** Dates or times by which either party is required to perform under this Agreement excepting the payment of any fees or charges due hereunder shall be postponed automatically to the extent that any party is prevented from meeting them by causes (other than financial inability) beyond its reasonable control.

**8.4 Notices.** Any notice required or permitted to be given under this Agreement must be in writing and delivered by facsimile, in person, by courier, or by registered mail to the facsimile number or address contained at the head of this Agreement, as such addresses are modified from time to time by written notice in conformity with this provision, and shall be deemed received on the business day of the recipient following the actual date of receipt as evidenced by written record, if delivered in person, by facsimile or by overnight courier, and on the 5<sup>th</sup> business day after sending by Canadian registered mail.

8.5 **Dispute Resolution.** The parties each agree that in case of any dispute arising between the parties hereto in relation to this Agreement, the parties shall promptly use their best efforts to resolve any such dispute amicably prior to resort to arbitration or litigation.

8.6 **Governing Law, Forum and Attornment.** This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without reference to principles of conflicts of laws. Subject to section 8.5, the courts in Vancouver, British Columbia, and the courts of appeal therefrom shall have exclusive jurisdiction to hear and determine all proceedings in relation thereto. The parties each hereby irrevocably attorn to the jurisdiction of such courts and the courts of appeal therefrom for such purposes.

8.7 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other, which may be withheld arbitrarily.

8.8 **Amendment.** This Agreement may not be modified or altered except by written instrument duly executed by all parties.

8.9 **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby.

8.10 **Non-Waiver.** The waiver or failure of any party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

8.11 **No Partnership or Other Agency.** The parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture or partnership and no party hereto has the right to bind nor act for the other as agent or in any other capacity.

8.12 **Enurement.** All covenants, representatives, warranties and agreements of the parties contained herein shall be binding upon and shall enure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

8.13 **Headings.** Headings and subheadings used in this Agreement are for convenience only and do not form part of this Agreement nor are they relevant to the interpretation of this Agreement.

8.14 **Included Words.** The singular or masculine form of any term or grammar used herein includes the plural, feminine, body corporate or other form of entity, the word "or" is not exclusive and the word "including" is not limiting whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto.

8.15 **Recitals Incorporated.** The recitals to this Agreement are incorporated into and form a part of the binding terms of this Agreement.

8.16 **Survival.** Sections 2.2, 4, 6, 7 and this section 8 of this Agreement shall survive termination or expiry of this Agreement.

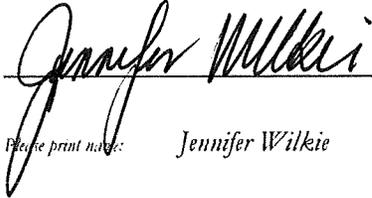
*{THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.}*

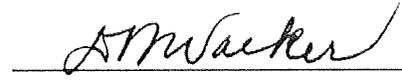
8.17 **Counterparts.** This Agreement may be executed in several counterparts, including by facsimile, and all such counterparts when taken together shall constitute a single fully-executed document.

IN WITNESS WHEREOF the parties thereto have executed this Agreement as the date first above-written.

MITACS INC., by its authorized signatory

**THE CLIENT IDENTIFIED ON THE FIRST PAGE OF THIS AGREEMENT,**  
by its authorized signatory

  
\_\_\_\_\_  
Please print name: Jennifer Wilkie  
Please print title: Chief Financial Officer – Mitacs

  
\_\_\_\_\_  
Please print name: Dee Ann Walker  
Please print title: Executive Director - IBS

**If Client is an incorporated entity, Client must use the signature block in the TOP-RIGHT**  
**If Client IS NOT incorporated, Client must use the signature block immediately to the RIGHT.**

EXECUTED AND DELIVERED BY

\_\_\_\_\_  
*Sign above, and print full name below*  
\_\_\_\_\_

**Scope of Services Requested**

**Completed form acts as Schedule A to the Event Services Agreement**

between Mitacs and Dee Ann Walker, CAE - Executive Director, International Biometric Society

Date: August 22, 2013

Event Details				
Name	The 28 <sup>th</sup> International Biometric Conference (IBC 2016)			
Date	July 10-15, 2016			
Location	Victoria Conference Centre			
Local contact:	Local Organizing Committee (LOC) Contact			
Conference profile:				
Total number of days including on-site registration, conference sessions and including pre- and post-conference activities:	4 Days including 1 Tour day			
Number of parallel plenary theatres not to exceed:	1			
Total number of invited speakers not to exceed:	30			
Number of parallel session rooms not to exceed:	6			
Total number of separate sessions not to exceed:	60			
Total number of posters not to exceed:	100			
Estimated number of delegates:	700-850			
		<b>Provided by</b>		
<b>Conference Service Requested:</b>		Mitacs	Client	N/A
<b>Overall event/conference organization</b>				
Regular meetings with conference planning committee (suggested start date: July 2013)	✓			
Coordinate site visit for LOC members and IBC representatives/ officers	✓			
Provide quarterly update reports to the IBO	✓			
Scheduling, coordination and management of organizing committee meetings		✓		
Planning, coordination and on-site logistics for all contracted MITACS services	✓			
Planning and coordination with all third-party suppliers	✓			
Travel and office expenses associated with planning and organizing the conference	✓			
Arranging necessary conference liability and/or cancellation insurance	✓			
Generating and conducting post-conference survey (on-line only)	✓			
Web based post-conference reporting. Reporting on all aspects of the conference, including number of conference attendees, room pick up rates, peak days, conference costs, program feed-back, etc. (please allow 30 days)	✓			
<b>Financial and Conference Budget Management</b>				
Development and management of the conference budget	✓	✓		
Handling all funds and management of expenses related to the conference		✓		
Providing recommendations to the planning committee regarding changes or adjustments required by the conference budget	✓			
Tracking of conference registration		✓		
Tracking of sponsorship receipts		✓		
Reconciliation of conference budget after all invoices and expenses have been recorded – completed within 90 days of the end of the conference or event	✓	✓		

<b>Registration management</b>			
Set up of conference registration by using an existing third-party on-line system (please indicate if the registration needs to be in both English and French) <i>*Client responsible for direct costs associated with 3<sup>rd</sup> party fees</i>		✓	
Programming all necessary fields, price structures, options, early bird specials, registration deadlines, etc.		✓	
Monitoring registration and producing registration take-up reports		✓	
Tracking registration categories, countries of origin, delegate type etc.		✓	
Securely processing registration funds for the conference, including accounting for merchant and interchange fees (credit card, interact, etc.)		✓	
Sending registration confirmations, email follow-ups, etc.		✓	
Issuing letters of invitation (if applicable)		✓	
Generating certificate of attendance (if applicable)		✓	
Providing customer care, issuing refunds or upgrades as required		✓	
<b>Conference venue, meeting and/or hotel function space negotiations</b>			
Sourcing appropriate meeting and function space	✓		
Venue negotiations	✓		
Venue contract execution – option		✓	
Negotiating catering contracts <ul style="list-style-type: none"> <li>• Food and beverage minimums</li> <li>• Menu selections for breaks, lunch, breakfast, dinner</li> </ul>	✓		
Catering contract execution – option		✓	
<b>Accommodation negotiations and contracting</b>			
Sourcing hotel accommodation room blocks and/or preferred hotel rates for conference attendees, including: <ul style="list-style-type: none"> <li>• Negotiating room block size and conference room rates</li> <li>• Negotiating extensions on conference room rates (pre- and post-conference)</li> <li>• Negotiating hotel contracts and deposit amounts</li> <li>• Negotiating concessions for conference guests and meeting space</li> </ul>	✓		
Hotel contract execution – option		✓	
<b>Accommodation management</b>			
Setting up a hotel registration system (Paskey) where suitable	✓		
Coordinating registration guidelines (including early bird discounts, etc. with hotel)	✓		
Providing a rooming list to the hotel for conference VIPs	✓		
Hotel room block management, including monitoring hotel room pick-ups and adjusting room block commitments to minimize possible attrition penalties	✓		
Providing timely reports on hotel room pick-up activity	✓		
<b>Conference website</b>			
Basic website design Management (3 <sup>rd</sup> Party) – simple design 5-6 navigation tabs			✓
Designing conference logo and/or branding	✓		
Full website content management including: conference and program information, information on the host city, local weather, popular attractions, hotel and conference venue information, venue photos, places to eat, etc.	✓		
Posting conference announcement and link within Mitacs.ca domain	✓		
Hosting full website		✓	
Coordinating third-party website hosting	✓		

Maintenance of website accommodation information (hotel availability updates, information on Victoria and special events etc.)	✓		
Maintenance of conference program information (calls for papers, session lists, speaker biographies, etc.)	✓		
Maintenance of sponsor information (sponsor names, logos, etc. *provided by client)	✓		
<b>Scientific management</b>			
Consulting and recommendations on conference topics, focus and program structure		✓	
Identifying and engaging Scientific Chair		✓	
Abstract submission / review management, (using an existing third-party on-line system including: - Posting calls for submissions for conference sessions - Managing response to calls for session submissions - Sorting and forwarding session submissions to program committee - Responding to session submission inquiries, forwarding emails		✓	
Poster submission management, including: - Posting calls for submissions for poster sessions - Managing response to calls for poster submissions - Sorting and forwarding poster submissions to program committee - Responding to poster submission inquiries, forwarding emails		✓	
<b>Speaker management</b>			
Sourcing conference speakers		✓	
Coordinating conference speaker contracts and release forms	✓		
Processing speaker registrations and ensuring all speakers are registered	✓		
Providing Letters of Invitation and other travel documents as necessary	✓		
Speaker travel and cost reconciliation (after receipts are submitted)		✓	
Greeting and managing speakers at the conference (excludes "meet and greet" at airport, train station etc.)	✓		
Coordinate with short course instructors to provide electronic copies of handouts	✓		
Sourcing speaker gifts	✓		
<b>Program management and publication</b>			
Collecting and collating content (abstracts, bios, photos, developing social content etc.)	✓		
Coordination of graphic design, layout, sponsor logos, etc.	✓		
Coordinating program publication (print, CD, USB drive, etc.) *Noted: Client is responsible for editing content and final review	✓		
Supply extensive information on travel to Victoria – via email and website to all pre-registered attendees	✓		
Develop short paper brochure including travel and program information to be included with packets at 2014 IBC in Florence, Italy	✓		
Provide print advertisement for Biometric Bulletin and other organization for posting	✓		
<b>Social Media Ambassador</b>			
Determine and support best social media strategy for this event, source supplier, organize content and provide updates <i>*fees are additional</i>	✓		
Mobile phone app Basic – est. cost \$799 includes personalized agenda, alerts, updates, media feeds, maps and customization	✓		

*gn*  
*amw*

<b>Sponsor management</b>			✓
Develop sponsorship strategy & package	✓		
Organizing and handling sponsorship funds (excludes solicitation of sponsorships)	✓		
Providing necessary invoices and recording of funds		✓	
Coordinating sponsor logos to appear on the website and conference program		✓	
Coordinating sponsor logos and/or signage to appear at the conference facility	✓		
Organizing sponsor special events (provide specific details)	✓		
Sponsorship tracking (logos, levels of recognition at conference, give-a-ways, comp registrations, display booths or tables)	✓		
Coordinating sponsor special requirements and/or concessions:	✓		
• Location of sponsor materials/branding at conference			
• Sponsor personnel complimentary or concessionary registration			
Sponsor personnel appearances at sponsored events, sessions or breaks			
• <b>On-Site logistics/floor plan/conference flow:</b>	✓		
Ongoing liaison with venue management and staff			
Design and coordination of all on-site aspects of the conference	✓		
Design of optimal floor plan with the venue manager	✓		
Adjusting floor plan and seating arrangements as required during the conference	✓		
Managing on-site set up, poster boards, agendas and display times	✓		
Arranging and coordinating on-site signage	✓		
Hire and manage event staff onsite	✓		
"Day of" logistics, including supplier management, staff management, and data collection for post conference reporting, message boards, etc	✓		
<b>Audio-visual and technical requirements:</b>	✓		
Determination of conference AV and technical requirements			
Negotiation contract with AV – lighting and technical suppliers	✓		
Negotiate wifi agreements and bandwidth with venues	✓		
On-site liaison with AV and technical suppliers	✓		
Coordinating the supply of webcasting services	✓		
Coordinating recording and archiving service for speaker presentations, to be available after event	✓		
<b>Delegate management</b>	✓		
Sourcing delegate swag and give-aways			
Assembling delegate bags for onsite distribution at the registration table	✓		
Coordinating "meet and greet" services at airports and/or train stations	✓		
<b>Trade show management</b>			✓
Contracting with Trade Show exhibitors (list provided by client)			
Charging, collecting and managing fees			✓
Generate contract for event			✓
Coordinating trade show space, booths, tables, power, drayage, and load in times			✓
Providing contacts for recommended customs brokers and freight forwarders			✓
Sourcing/securing tradeshow decorator			✓
Generating trade show floor plan and space requirements			✓
Coordinating and organizing trade show presentations			✓
Arranging supplemental conference insurance for trade show, if necessary			✓
<b>Special Events</b>			✓
Sunday Opening Reception			
Gala Dinner Thursday evening	✓		

Private & Individual Regional Officers Council Receptions	✓		
Poster Session	✓		
*All above to include:	✓		
Negotiating Venue Contract- Option (if managing the budget)			
Preparing event cost estimates, budget options	✓		
Designing special event themes and décor	✓		
Coordinating rentals, entertainers, lighting, MC, live music, etc as required	✓		
Organizing event agenda (based on input from client)	✓		
Selecting appropriate menu and beverages	✓		
Coordinating special travel, transportation as required	✓		
Arranging supplemental conference insurance for gala event, if necessary	✓		
<b>Guest Tours – Wednesday (6 options with 30 people each)</b>	✓		
Provide recommendations for 1-2 very active options and remainder standard and are typical of region and it's highlights			
Provide information sheet on additional tour options and attractions to visit in area well in advance eg Alaskan cruise	✓		
<b>Volunteer management</b>	✓		
Securing volunteers by LOC			
Training and managing on-site volunteers		✓	
<b>Additional services (specify)</b>	✓		