

# 2018 BOARD NOMINATIONS APPLICATION FORM



**FEDERATION  
OF BC YOUTH  
IN CARE  
NETWORKS**

*Federation of BC Youth in Care Networks ("Fed," "Federation" or "FBCYICN") is a youth-driven, provincial non-profit organization dedicated to improving the lives of youth in and from government care between the ages of 14 and 24 in the province of BC. We provide programs and services that help young people come together, get individual support, link with learning opportunities and unite their voices to create positive change in the child welfare system. The Fed was created in 1993 by youth in care and in 2018 we celebrate our 25<sup>th</sup> anniversary.*

## MESSAGE FROM THE BOARD CHAIR

Dear Prospective Board Applicant,

Do you get intrigued by the bigger picture and how all the little things come together to produce a meaningful vision? Do you like to share your perspective and work within a team setting to reach consensus and provide direction for an organization? Do you believe that through a strong mission, upholding values, maintaining oversight and accountability that non-profits can achieve great things for youth in and from care? Then we have a great opportunity to share with you!

The Fed is seeking four fun loving individuals who enjoy spending time with young people, appreciate their contributions and the impact they have on our communities. If you are looking for the opportunity to share your knowledge, skills and experience to support the development and direction of a youth-driven organization, then consider applying to be on the Federation's board of directors.

Four successful board of director applicants will join six holdover board members with experience in the fields of child welfare, communications, human resources, education, finance and non-profit operations. We believe that someone with the following skills and experiences would help us round out our current team:

- Experience in a leadership position (for example as an Executive Director, Director, Manager, etc.);
- Experience with the government care system (spent time in care and/or as a foster parent);
- Have Indigenous ancestry with a strong connection to their Indigenous community;
- Be knowledgeable in the areas of truth and reconciliation, diversity, governance, quality assurance, law, risk management, advocacy, social justice, finance, fund development, amongst others
- Experience with nonprofit and/or corporate budget management.

If you have a good feel for the issues facing youth in and from care today (or you're curious enough to learn), like to laugh and share a smile, have good energy, and want to be part of a movement that engages and supports the lives of BC's amazing youth in and from care, please consider the opportunity to join our board and contribute to our growing legacy of support and development of youth in and from care in BC (over 20 years and still growing strong!).

Sincerely,

Debbie Cox

*FBCYICN Board Chair*

*dcox@jameslaurence.com*

# MESSAGE FROM THE EXECUTIVE DIRECTOR

Dear Prospective Board Applicant,

The Fed is looking for four new volunteer board members from across the province of BC to join our existing team in October, 2018. Board members set the tone at the top of our organization and they are responsible for governing the work of the Fed. This means they focus on making sure the Fed has a strategy in place for its work, including clear mission, vision and values, set up accountability structures to make sure we are doing what we need to do in a way that complies with existing laws, supports best youth informed practice, and that the resources we need to pursue our goals are in place.

As a youth-driven organization, there are many opportunities for board members to get to know young people when they participate as adult supports at events like our youth and leadership retreats. In this context, you get the chance to listen to youth in and from care, amplify their voice, support and develop their skills and strengths and promote a world that helps them pursue their dreams and reach their full potential!

## What's in it for you?

Board members past and present comment on how their experience has opened their eyes and reinforced their belief in the strength, passion and commitment of youth voice and youth/adult partnerships. Through hard work, youth consultation, consistency and dedication, board members work alongside other committed board volunteers who share the ideal of improving the lives of youth in and from government care.

So if you feel like you're prepared to lend your informed and learned oversight abilities to ensure that the Fed has strong strategy, accountability measures, resources in place and is working to support the lives of youth in and from care, and you bring the willingness to share your perspectives in a way that promotes better understanding and consensus where possible, then we want to hear from you soon!

## Review Process

All applicants will receive a call and participate in a short interview to confirm they meet the qualities and qualifications that we are looking for in a board member. After this, your application will be put forward to our youth membership on September 13 in preparation for a vote at the Annual General Meeting (AGM) in October, 2018. For more information on the review process please refer to the section marked "Your Application Checklist."

We look forward to connecting with you soon!

Sincerely,

Ian Mass

*Interim Executive Director*

## BOARD NOMINATIONS KEY DATES

FRIDAY, August 17, 2018	<b>STEP ONE</b>	APPLICATIONS DUE
WEDNESDAY, August 31, 2018	<b>STEP TWO</b>	NOMINEE SCREENING COMPLETED
WEDNESDAY, October 12, 2018	<b>STEP THREE</b>	ELIGIBLE NOMINEES SENT TO VOTING
SUNDAY, October 21, 2018	<b>STEP FOUR</b>	SLATE OF NOMINEES STAND FOR ELECTION AT YOUTH RETREAT #75 IN BELCARRA, BC

# WELCOME POTENTIAL BOARD MEMBER!

We are glad you are considering becoming a board member with the Federation of BC Youth in Care Networks (FBCYICN or the Fed). FBCYICN was created in 1993 by young people in care and is a youth-driven, provincial, non-profit organization dedicated to improving the lives of young people in and from government care in BC between the ages of 14 and 24. In 2018 we are proud to celebrate our 25<sup>th</sup> Anniversary. The Federation provides programs and services that help young people come together, get individual support, link with learning opportunities, and unite their voices to create positive change in the child welfare system and in their communities.

## This Package

The Federation is very interested in hearing more about you and all of your amazing skills, knowledge and experience. To help us learn about you and for you to learn more about us, we have created this board nominations package. The package will also help you complete the steps required to apply. Included in this package you will find:

- An application form for new board members;
- An application form for existing board members seeking renewal;
- A reference form (note: two references are required and one must be from someone between the ages of 14 and 24);
- A copy of our Confidentiality and Non-Disclosure agreement;
- A copy of our Conflict of Interest agreement.

## Board Director Responsibilities (at a glance)

With this position comes responsibilities and decision-making powers that will shape the direction and future of the organization. You will be part of an amazing team of people and a unique youth-driven organization. As a voting board member elected to a three year term, your role as a board director will include the following approximate time commitment:

- Attending 10 board meetings (minimum of two hours each) per year – there are no board meetings in the months of July and August;
- Participating on a board of directors of up to 12 people;
- Serving on at least one standing board committee (a three hour meeting every four months and some meeting prep tasks in between);
- Attending at least one out of the three Youth Retreats for a minimum of eight hours each year— attendance is required for board directors at the AGM meeting held annually at the Fall Youth Retreat;
- Participating in one board retreat per year;
- Being a board contact or ambassador at various conferences and/or public events;
- Committing to check and reply to correspondence two to three times per week during peak periods; and
- Responding to requests via email consistently as required.

# YOUR APPLICATION CHECKLIST

Our youth members have highlighted that knowledgeable, committed board members are essential to helping the Fed reach its goals. They have shared feedback which is reflected in the design of our board nominations process. Our application process will take some time to complete and we trust that once you meet our youth members and others involved in our organization you will feel it was well worth the effort! Our youth members want to have as much information and as many opportunities as possible to really get to know their potential board members to ensure that they vote for those who they feel will align best with the mission and vision of the organization and help to improve the lives of youth in and from care.

To complete our nomination process:

- Fill out and submit the appropriate application form, including two references (at least one youth between the ages of 14 and 24) by Friday, August 17, 2018
- Complete a Criminal Record Check (paid for or reimbursed by the Federation with receipt);
- Be available to participate in a short 20 minute interview with a member(s) of the board nominations committee prior to Wednesday, September 12, 2018; and
- Attend and stand for nomination at our Annual General Meeting at our Youth Retreat #75 (Sunday, October 21, 2018) at Camp Sasamat in Belcarra, BC.

*NOTE: Transportation costs will be covered and accommodation will be provided by the Fed.*

*(Please note that for board of directors wishing to stand for renewal, it is strongly encouraged that their second reference be from an existing board member).*

## In Closing

We are honoured that you are interested in this opportunity to work with us. We are excited to meet you and answer any and all questions you may have to help you figure out if this is the right opportunity for you. Successful board applicants play a critical role in directing the organization and stimulate the ongoing success that the organization looks to maintain and expand. We hope that this will be the beginning of a rewarding experience for you! Please note that we welcome board applications from people across the province of BC.

If you have any questions about the board application process, please contact Debbie Cox, Board Chair at [dcox@jameslaurence.com](mailto:dcox@jameslaurence.com) or Gary Tennant, Board Co-Chair at [gary.fbcyicn@gmail.com](mailto:gary.fbcyicn@gmail.com)



4. How can your life and/or professional experience contribute to the Federation's mission, vision and the overall governance of the organization?

5. What do you hope to gain by being a part of the Federation? What would make this a meaningful experience for you?

6. Have you ever had experience on a board of directors? If so, what was your role and the contributions you are most proud of?

## DECLARATION

I understand that my name has been put forward for consideration by the Federation Board Nominations Committee. Should the committee approve my nomination, I agree to allow my name to stand for election to the Federation Board of Directors. I agree that all statements provided in my application are true and that any attempt to mislead the Federation with my responses could result in my application being withdrawn from consideration.

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NAME (PRINTED)

SIGNATURE

DATE SIGNED

## DEADLINE FOR APPLICATIONS

We will accept your application no later than Friday, August 17, 2018 in one of three ways:

1. By mail or drop off at the Federation office: 500-625 Agnes Street, New Westminster, BC V3M 5Y4;
2. Email as a scanned PDF attachment to [info@fbcyicn.ca](mailto:info@fbcyicn.ca); or
3. Fax to [1-604-527-7764](tel:1-604-527-7764).

*If you have any questions about how to submit your application, call the Fed office at 604-527-7762 or email [info@fbcyicn.ca](mailto:info@fbcyicn.ca)*





4. How can your life and/or professional experience contribute to the Federation's mission, vision and the overall governance of the organization?

5. What do you hope to gain by being a part of the Federation? What would make another term a meaningful experience for you?

6. As a returning board of director standing for nomination, what were your key contributions from your previous term?

## DECLARATION

I understand that my name has been put forward for consideration by the Federation Board Nominations Committee. Should the committee approve my nomination, I agree to allow my name to stand for election to the Federation Board of Directors. I agree that all statements provided in my application are true and that any attempt to mislead the Federation with my responses could result in my application being withdrawn from consideration.

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# FEDERATION OF BC YOUTH IN CARE NETWORKS BOARD OF DIRECTORS REFERENCE FORM

## FOR YOUR INFORMATION:

Thank you for agreeing to be a reference for someone who is applying to be a member of the Federation of BC Youth in Care Network's board. The Fed's board members must contribute to the board's ability to successfully achieve its four core areas of governance responsibility, which include:

- To hire, fire and manage the performance of the Executive Director;
- To develop the overall strategy for the organization. This strategy is carried out daily by the staff team and outlined in the annual plan for the Federation. The annual plan allows the board to determine how strong the Federation performed its tasks in a fiscal year;
- To ensure that the Federation has the right resources in place to pursue the strategy as outlined by the board; and
- To identify and monitor ways for the Fed to be accountable to its annual plan goals and monitor out- comes produced.

Your answers to the questions below will provide us with information about: who you are being a reference for; what your relationship is to the organization (if any); and your opinion of the board candidate's potential fit with the organization. Thanks again for your contribution to our board candidate screening process!

## PERSONAL INFORMATION

NAME:	CELL:
HOME PHONE:	EMAIL ADDRESS:
WORK PHONE:	

My relationship to the Federation of BC Youth in Care Networks (the Fed) is as a:

- Fed Youth Member
- Fed Board Member
- Fed Alumni
- Youth aged 14-24 (non-Fed Member)
- General Reference

I am a personal reference for (NAME OF BOARD CANDIDATE): \_\_\_\_\_

## TELL US ABOUT THE BOARD CANDIDATE

1. What is your relationship to the board candidate?

2. How long have you known the board candidate?

3. What specific knowledge, skills, abilities, experiences or attributes do you think the board candidate has that would be an asset to the Federation's ability to complete its mission and vision, its youth-driven approach and practice good organizational governance (make sure the Federation meets its legal obligations and produces the outcomes agreed to as an organization)?

4. What do you feel are the board candidate's strengths?

5. What do you feel are the board candidate's areas for growth? Where can they grow and learn to be better suited for a board of director role? Please give thought to the four key areas of responsibility for the board of directors in your response.

## DECLARATION

I understand that the information shared as a reference for the board candidate is anonymous unless I choose to share this information directly with the board candidate or give the Federation approval to disclose this information on my behalf. I agree that all statements provided are true to the best of my knowledge and that any attempt to mislead the Federation with my responses could result in my personal reference being withdrawn from consideration.

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NAME (PRINTED)

SIGNATURE

DATE SIGNED

## DEADLINE TO SUBMIT YOUR REFERENCE FORM

We will accept your reference form no later than Friday, August 17, 2018 in one of three ways:

1. By mail or drop off at the Federation office: 500-625 Agnes Street, New Westminster, BC V3M 5Y4;
2. Email as a scanned PDF attachment to [info@fbcyicn.ca](mailto:info@fbcyicn.ca); or
3. Fax to [1-604-527-7764](tel:1-604-527-7764).

*If you have any questions about how to submit your reference, call the Fed office at 604-527-7762 or email [info@fbcyicn.ca](mailto:info@fbcyicn.ca)*

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement made as of the \_\_\_ day of \_\_\_\_\_ 201\_, between Federation of BC Youth in Care Networks (the “Federation”) and \_\_\_\_\_ (the “Director”).

## WHEREAS:

- a. The Director is engaged as a Director on the Board of Directors of the Federation (the “Board of Directors”) pursuant to the Bylaws of the Federation of British Columbia Youth in Care Networks (the “Bylaws”);
- b. the Federation is a youth-driven, provincial, non-profit organization dedicated to improving the lives of young people in and from government care, between the ages of 14 and 24, and is party to sensitive confidential information;
- c. the Director acknowledges that in the course of his or her engagement as a Director of the Federation, the Director will acquire or have access to confidential information; and
- d. the Director has agreed, as a condition of his or her engagement as a Director of the Federation, to execute a standard agreement governing confidentiality.

**NOW THEREFORE** in consideration of the promises and covenants hereinafter set forth, reimbursement of the Director’s expenses related to Federation activities, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Confidential Information.** For the purpose of this Agreement, “Confidential Information” will mean each of the following, regardless of whether the information is in written, oral, electronic or other form:

- All information disclosed to the Director in the course of his duties on the Board of Directors;
- all information disclosed to the Director or the Federation by a partner, employee, contractor, volunteer, client, member, supplier or other person or organization with a contractual relationship with the Federation when such contractual relationship between the discloser and the Federation obligates the recipient to maintain confidentiality in the disclosed information;
- all information disclosed to the Director by a partner, employee, contractor, volunteer, client, member, supplier or other person or organization during the course the Director’s duties on the Board of Directors;
- the Director’s work product;
- all information relating to the business of the Federation; and
- without limiting the generality of the foregoing, the name or identity or any other information regarding any client of the Federation.

**2. Employer’s Proprietary Right.** The Director acknowledges that the right to maintain the Confidential Information in confidence constitutes a proprietary right which the Federation is entitled to protect. The Director agrees not to access Confidential Information other than that required to fulfil the Director’s duties on the Board of Directors. The Director further acknowledges and hereby agrees that as a result of the Director’s engagement as a Director of the Federation the Director will have access to and will be entrusted with specific detailed Confidential Information, and that the disclosure of any Confidential Information to any other third party would cause irreparable harm to the Federation’s interests.

**3. Non-Disclosure.** Except as otherwise provided for in the Agreement, the Director hereby covenants and agrees to maintain the confidentiality of all Confidential Information acquired by the Director in the course of the Director's engagement as a Director of the Federation and shall not disclose the Confidential Information to any person without the prior written consent of the Federation. The Director will not use Confidential Information for any purpose other than in the course of fulfilling the Director's duties to the Board of Directors and to further the interests of the Federation.

**4. Duty to Inform.** The Director agrees that in the event that the Director becomes aware of a disclosure of confidential information, the Director has an obligation to immediately inform the Board of Directors of the nature and extent of the disclosure.

**5. Exceptions.** The foregoing restrictions do not apply to:

- Information which at the time of disclosure to the Director was in the public domain as evidenced by a printed publication or otherwise;
- information which after disclosure to the Director becomes part of the public domain by publication or otherwise, other than by action of the Director;
- information already in the possession of the Director with no obligation to maintain in confidence at the time of disclosure by the disclosing party;
- information which the Director rightfully receives from an independent third party through no wrongful act of the third party and with no obligation to maintain in confidence; or
- information disclosed by the Director pursuant to the Federation's contractual or other legal obligation to so disclose.

**6. Ownership of Confidential Information.** The Director agrees that the Confidential Information belongs exclusively to the Federation. Upon request, and in any event upon the termination of his seat on the Board of Directors for any reason whatsoever, the Director will relinquish to the Federation all Confidential Information and all copies of documents or materials in the Director's possession that pertain to Confidential Information. Without limiting the generality of the foregoing, this includes all electronic information, documentation, memoranda, including but not limited to Executive Director Reports, notes, records, drawings, manuals, and information on trade secrets, program design and setup, all of which are the property of the Federation.

**7. Consequences for Breach.** Breach or threatened breach of this Agreement shall constitute grounds for the suspension of the Director pursuant to section 27.1 and 27.2 of the Bylaws. In addition, the Director agrees that it would be impossible or inadequate to measure and calculate the Federation's damages from any breach of the covenants set forth herein. Accordingly, the Director agrees that if the Director breaches or threatens to breach any of the covenants set forth herein, the Federation will have available, in addition to any other right or remedy available to it, the right to obtain an injunctive or other equitable relief from a court of competent jurisdiction. The Director further agrees that the Director will be liable for all damages sustained by the Federation as a result of such breach or threatened breach, including but not limited to all costs and attorneys' fees incurred by the Federation related thereto and any other damages resulting, either directly or indirectly, from the Director's actions, including damages not covered by any applicable insurance policy or for which payment is not received from the insurer within 6 months of the Director's actions giving rise to the damage. The Director agrees that no bond or other security shall be required in obtaining such equitable relief, and that the Director hereby consents to the issuance of such injunction or other equitable relief.

**8. General.** The obligations contained in this Agreement shall continue notwithstanding the termination of the Director's service as a director of the Federation. This Agreement may not be assigned by the Director without the written consent of the Federation. If any term, covenant or condition of this Agreement, or the

application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Moreover, if any provision of this Agreement shall be held to be excessively overbroad for any reason, such provision shall be construed by limiting it so as to be enforceable to the maximum extent allowed by applicable law. The Federation's failure, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by the Federation must be in writing and signed by an authorized representative of the Federation. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors, heirs and assigns.

**9. Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia. The parties hereby consent that any controversy, claim or dispute arising out of or in connection with this Agreement or the breach, termination, enforceability or validity hereof will be subject to the exclusive jurisdiction of the British Columbia courts.

<b>Witnessed by:</b>	
NAME	
ADDRESS	SIGNATURE OF WITNESS
OCCUPATION	

NAME OF DIRECTOR
SIGNATURE OF DIRECTOR

NAME OF SIGNATORY FOR THE FEDERATION	
TITLE OF SIGNATORY FOR THE FEDERATION	SIGNATURE OF SIGNATORY FOR THE FEDERATION



# CONFLICT OF INTEREST AGREEMENT

This Agreement made as of the \_\_\_ day of \_\_\_\_\_ 201\_, between Federation of BC Youth in Care Networks (the "Federation") and \_\_\_\_\_ (the "Director").

## Whereas:

- a. The Director is engaged as a Director on the Board of Directors of the Federation (the "Board of Directors") pursuant to the Bylaws of the Federation of British Columbia Youth in Care Networks (the "Bylaws");
- b. the Federation is a youth-driven, provincial, non-profit organization and therefore the Federation's reputation is the basis for inspiring the trust of its members, the various levels of government, business and the public at large; and
- c. the Director has agreed, as a condition of his or her engagement as a Director of the Federation, to execute a standard agreement governing conflict of interest.

**NOW THEREFORE** in consideration of the promises and covenants hereinafter set forth, reimbursement of the Director's expenses related to Federation activities, and other good and valuable consideration, the receipt and sufficiency of, which is hereby acknowledged, the parties agree as follows:

1. **Conflict of Interest.** For the purpose of this Agreement, a "Conflict of Interest" is a transaction or relationship that conflicts, or may be perceived to conflict, with the Director's obligations to the Federation and the Director's existing or contemplated business, financial, volunteer, personal or other interests.
2. **Relations of the Director.** Without limiting the generality of the foregoing, a Conflict of Interest will also arise where a member of the Director's immediate family, the Director's spouse or common-law spouse, any person in the Director's economic household, or any relation of the Director not more remote than a first cousin, has an existing or contemplated business or financial interest that conflicts, or may be perceived to conflict, with the Director's obligations to the Federation. For the purposes of this Agreement, the Director's immediate family and any relation of the Director not more remote than a first cousin shall include family members and relations arising as a result of the Ministry of Children & Family Development's foster care program or as a result of a similar foster care program.
3. **Duty to Disclose.** In the event of an Conflict of Interest the Director agrees to take the following steps:
  - a. Immediately, and prior to any vote on the matter, declare the Conflict of Interest to the other members of the Board of Directors;
  - b. refrain from voting in relation to the matter; and
  - c. withdraw from the meeting when the matter is discussed if requested to do so by a simple majority of the members present and voting at the meeting.
4. **Duty to Inform.** The Director agrees that in the event the Director has reason to believe another Board Member is or may be in a Conflict of Interest with respect to his/her obligations to the Federation, the Director has an obligation to immediately inform the Chair of the Board of Directors of the actual or suspected Conflict of Interest, except in the event where the Conflict of Interest or suspected Conflict of Interest involves the Chair of the Board of Directors in which event the Director has an obligation to immediately notify the Vice-Chair of the Board of Directors.

**5. Consequences for a Breach.** Breach of this Agreement shall constitute grounds for the suspension of the Director pursuant to section 27.1 and 27.2 of the Bylaws. In addition, the Director agrees that if the Director breaches any of the covenants set forth herein, the Federation will have available, in addition to any other right or remedy available to it, the right to demand an accounting of all profits realized by the Director or the Director's immediate family, the Director's spouse or common-law-spouse, any person in the Director's economic household, or any relation of the Director not more remote than a first cousin, as a result of the Conflict of Interest. The Director further agrees that the Director will be liable for all damages sustained by the Federation as a result of such breach, including but not limited to all costs and attorneys' fees incurred by the Federation related thereto and any other damages resulting, either directly or indirectly, from the Director's actions, including damages not covered by any applicable insurance policy or for which payment is not received from the insurer within six months of the Director's actions giving rise to the damage.

**6. General.** This Agreement may not be assigned by the Director without the written consent of the Federation. If any term, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Moreover, if any provision of this Agreement shall be held to be excessively overbroad for any reason, such provision shall be construed by limiting it so as to be enforceable to the maximum extent allowed by applicable law. The Federation's failure, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by the Federation must be in writing and signed by an authorized representative of the Federation. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors, heirs and assigns.

**7. Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia. The parties hereby consent that any controversy, claim or dispute arising out of or in connection with this Agreement or the breach, termination, enforceability or validity hereof will be subject to the exclusive jurisdiction of the British Columbia courts.

<b>Witnessed by:</b>	
NAME	
ADDRESS	SIGNATURE OF WITNESS
OCCUPATION	

NAME OF DIRECTOR
SIGNATURE OF DIRECTOR

NAME OF SIGNATORY FOR THE FEDERATION	
TITLE OF SIGNATORY FOR THE FEDERATION	SIGNATURE OF SIGNATORY FOR THE FEDERATION