

“Emotive” Official Mark Consent Agreement

Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Finance, Government Communications and Public Engagement (the “**Province**”) hereby provides its limited consent (“**Consent**”) to _____ (the “**User**”) to use and reproduce the Official Mark “**EMOTIVE**” (the “**Mark**”) in accordance with, and subject to the User’s agreement to and compliance with, the following terms and conditions:

1. Duration – The Consent will be effective commencing on the date of first authorized use of the Mark by the User and will continue in effect until terminated in accordance with section 12 below (the “**Term**”).
2. General Use and Prohibition – Subject to the requirements set out in this Agreement, the User will only use, display or reproduce the Mark during the Term and only in association with the activities and subject to the conditions as are set out in Schedule “A”, (the “**Purposes**”) and for no other purposes. Schedule “A” may be amended from time to time by written notice from the Province to the User based on input from the Emotive Brand Advisory Committee (the “**Advisory Committee**”) or other Emotive users and stakeholders.
3. Display of the Mark – The Mark may be displayed with any co-branding provided that any such co-display is, in the reasonable opinion of the Advisory Committee, consistent with the principles and values of the Emotive campaign and the Purposes.
4. Provision of Promotional Materials - The User agrees to provide the Province with all new materials developed for public communications related to User’s use of the Mark (the “**Promotional Materials**”) prior to the public release of those materials, which the Province will maintain in a repository of all Promotional Materials created by and accessible for all Users of the Mark.
5. Direction for Promotional Materials - If the Province determines, in its sole discretion, that the Promotional Materials do not align with the Purposes set out in Schedule “A”, the Province may direct the User to cease disseminating any such Promotional Materials and the User will, upon receiving such direction, immediately cease dissemination of such Promotional Materials.
6. Guidelines Applicable to Promotional Materials - All of the User’s Promotional Materials in digital or other form, including Internet and social media materials, will adhere to the Emotive Strategy and Guidelines, to be developed and maintained by the Province based on input from the Advisory Committee.
7. License – The User grants to the Province in respect of the Promotional Materials:
 - (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise the rights of the copyright owner as set out in the Copyright Act (Canada), including the right to use, reproduce, publish, distribute and modify the Promotional Materials; and
 - (b) the right to sublicense or transfer, without restriction, all such rights to third parties.
8. Internet and Telecommunication Designators and other Trade Indicators – The User must not use, display or reproduce the Mark, or any words, designs, characters, or symbols that are confusing with or are derived from the Mark, as part of any Internet domain name, universal resource locator, telephone number, address or any other designator, or as part of its trade name, firm name or corporate name, without the prior approval in writing of the Province.

9. Cooperation – The User will, as reasonably requested by the Province from time to time, cooperate with the Province for the purpose of protecting, preserving and enhancing the Mark and the Province’s interest therein and will provide any data, statistics or other information reasonably requested by the Province from time to time with respect to the User’s activities related to the Purposes and its use of, and the public’s response to, its Promotional Materials.

10. Good Faith Covenants – The User will not do anything or omit to do anything that might impair, jeopardize, violate or infringe the Mark or the Province’s interest in the Mark or any other marks owned by the Province, including but not limited to:

- (a) opposing, contesting or in any other manner challenging the ownership, validity or goodwill of the Mark or the Province’s interest in the Mark;
- (b) claiming, using, displaying, reproducing or applying to register any trade-mark, official mark, trade name or design that incorporates, is identical to or confusing with the Mark, or that is derived from or based on the Mark;

and the User will not assist, permit or encourage any other person or entity to do any of the foregoing.

11. Retained Rights – Nothing herein will prevent the Province from allowing others (“New Users”) to use the Mark for any purposes that are in keeping with the principles or values of the Emotive campaign or the Purposes or that are contained in Schedule A to this Agreement, provided that all New Users enter into an agreement with the Province on substantially the same terms and conditions as set out in the Province’s template “Emotive” Official Mark Consent Agreement.

12. Termination – The Consent will terminate immediately upon:

- (a) its revocation, in writing, by the Province; or
- (b) the failure of the User to observe or comply with any material term or condition of this Consent Agreement.

13. Effect of Termination – Immediately upon the termination of the Consent for any reason whatsoever, the User will cease all use of the Mark and, in the Province’s discretion, deliver up to the Province, destroy or permanently delete all materials and files bearing the Mark that are in its possession or under its control.

14. Claims by Others – If the User learns that any person or entity is alleging that the Mark is invalid, infringes the rights of any party, or is open to any other form of attack, the User will not make any admissions in respect of the allegation and will promptly report the matter to the Province.

15. Proceedings – The Province will have the right, but not the obligation, to control and direct the conduct of all legal proceedings and negotiations with third parties relating to the Mark. The Province may, in its absolute discretion, choose not to defend or prosecute any actions or any other proceedings with third parties that relate to the Mark and it will have no liability to the User for failing to defend or prosecute any such actions or proceedings.

16. Third Parties – The User will not assign, grant or give to a third party, including to any successor of the User, any type of interest in the Consent or the Mark, or authorize any third party to use, display or reproduce the Mark, without first obtaining the written consent of the Province, which may be withheld for any reason or without reason. If such consent is given by the Province on any particular occasion, further consent will be required for every subsequent occasion.

17. Disclaimer – The User acknowledges that the Mark is provided by the Province “as is”, and the Province makes no warranties or representations of any kind, whether express or implied, with respect to the Mark, including those regarding ownership, and expressly disclaims, without limitation, any warranty of non-infringement with respect to the Mark. The User waives all claims against the Province regarding the Mark that it would have or might acquire but for the foregoing disclaimer.

18. Limitation of Liability – In no event will the Province be liable to the User or to any third party for any damages or losses of any kind in connection with the User’s use or reproduction of the Mark, including without limitation, any direct, special, indirect, consequential, punitive or exemplary damages, or damages for lost profits or lost savings.

Signed on behalf of Her Majesty the Queen
in right of the Province of British Columbia,
by an authorized representative of the Minister
of Finance, Government Communications
and Public Engagement:

Signed on behalf of the User by
its authorized signatory:

Authorized Representative

Authorized Signatory

Print Name

Print Name

Date

Date

Schedule A

The Purposes

1. The Mark may be reproduced in association with the following activities:
 - a) climate change outreach;
 - b) renewable energy outreach;
 - c) electric vehicle outreach;
 - d) clean air and water outreach;
 - e) car show events where zero emission vehicles are present; and
 - f) other sustainability-related outreach.

2. Any activities or communications materials associated with the Mark must:
 - a) be managed or overseen by local, regional or provincial government entities, either directly or by contracted entities; or by other organizations as advised by the Advisory Committee;
 - b) communicate the experience of driving an electric vehicle;
 - c) adopt a tone that appeals to broad audiences and does not promote any specific brands of electric vehicles or electric vehicle charging infrastructure; and
 - d) be used in association with zero emission vehicles that operate via plugging into an electrical source or using hydrogen fuel cell technology.