

**THE CITY OF CALGARY – UNIVERSITY OF CALGARY URBAN ALLIANCE  
MASTER RESEARCH TERMS AND CONDITIONS**  
(to be used ONLY for matters pursuant to Alliance and NOT for any outside  
professional activity)

**THIS AGREEMENT** made effective as of the 21<sup>st</sup> day of May, 2008

**BETWEEN:**

**THE CITY OF CALGARY**, a Municipal Corporation of the  
Province of Alberta

(sometimes referred to as "The City" or "COC")

- and -

**THE GOVERNORS OF THE UNIVERSITY OF CALGARY**,  
a corporation under the *Post-Secondary Learning Act*  
(Alberta)

(sometimes referred to as "U of C" or the "University")

**WHEREAS:**

- A. COC and U of C have signed a Memorandum of Understanding dated 2 March 2007 (the "MOU") providing for the establishment of an alliance (the "Urban Alliance") related to common areas of interest, research including fundamental research and applied research, research and development ("R&D"), and education, and such purposes as are set out and described in the MOU;
- B. The parties wish to provide a framework and suitable documentation with appropriate terms and conditions to enable the parties to arrange for various research projects to be arranged, funded, and carried out from time to time in a timely and efficient manner;
- C. The parties acknowledge that research can also be arranged and carried out by other means independently from the Urban Alliance, such as by a member of the faculty in a personal, or non-university capacity (sometimes referred to as an outside professional activity or "OPA"), and the parties wish to clarify and confirm that this Agreement does not apply to any OPA and is not to be used in connection with any OPA (and that different and separate documentation such as a form of research agreement or consulting agreement or master consulting agreement must be used);

**NOW THEREFORE** in consideration of the premises, terms and conditions set

out in this document, together with the further consideration to be provided for in each individual research project, **THE PARTIES AGREE AS FOLLOWS:**

## **1.0 PURPOSE**

- 1.1 The purpose of this document is to provide general terms and conditions for the carrying out of individual Research Projects in connection with and pursuant to the Urban Alliance.
- 1.2 This document by itself does not obligate COC to fund any research by U of C, or obligate U of C to accept any funding for research from COC.
- 1.3 Each Research Project carried out pursuant to the Urban Alliance will require a project agreement substantially in the form attached as Schedule "A", together with these Urban Alliance Master Research Terms and Conditions (the "UA Master Research T & C" or "Master Research Terms & Conditions" or other similarly worded reference) either attached or incorporated by reference.
- 1.4 This document is intended solely for use in connection with research projects under the Urban Alliance. Any research that is to be arranged or carried out as a non-University activity, or as an outside professional activity ("OPA"), or other than pursuant to the Urban Alliance, will require different and separate documentation.
- 1.5 Without limiting the generality of the foregoing but for greater clarity, the following documents will constitute the terms of agreement for each Research Project carried out under the Urban Alliance:
  - (a) an agreement for the specific project which will include a scope of work; and
  - (b) this document, being the UA Master T & C.

These two documents collectively will constitute the "Research Project Agreement" for the individual Research Project.

## **2.0 TERM**

- 2.1 Unless otherwise provided in the Project Agreement, the term of any and each Project Agreement will be for a period of one (1) year.
- 2.2 When mutually acceptable, the term of a Project Agreement may be extended or renewed under the same terms and conditions for further periods of one year each, not to exceed seven (7) additional years, unless or until either party gives at least thirty (30) days notice in writing of its intention not to renew or extend the term, or to terminate the specific Research Project Agreement.

### 3.0 DEFINITIONS

- 3.1 **“Claim”** means any assertion, claim, suit, action and any other form of legal proceeding.
- 3.2 **“Copyright Notice”** means the following:

Copyright © \_\_\_\_\_, \_\_\_\_\_. All rights reserved.  
(name of copyright owner) (year of first publication)  
Use subject to license.

or such other copyright notice as provided by a party to the Agreement. If a year of first publication is not set out, the year of the work order or request will be deemed to be the year of first publication.

- 3.3 **“Data”** means all information provided by The City for the purpose of the research described in the applicable Research Project Agreement.
- 3.4 **“Effective Date”** means the date of the mutual agreement of the parties for the carrying out of a specific Research Project.
- 3.5 **“Intellectual Property”** or **“IP”** means any commercially valuable product of human intellect, in a concrete or abstract form. An item of IP will belong to one or the other of two subcategories.
- (a) **“Prior Intellectual Property”** means IP owned by a party before the effective date of a Research Project Agreement or developed independently from the Research Project Agreement.
- (b) **“Resulting Intellectual Property”** means IP conceived, discovered or developed through the Research Project, and includes without limitation Research Results, databases, computer programs and computer software, written reports and presentations, photographs and negatives, video or audio or audio-visual productions in all forms however fixed, stored, expressed or embodied.
- 3.6 **“Intellectual Property Rights”** means all intellectual and industrial property rights including but not limited to all copyright, copyright applications, trade marks, patents, patent applications, inventions, industrial designs, trade secrets and rights in Intellectual Property.
- 3.7 **“Mark”** or **“Marks”** means any one or more of the trade marks, logos, trade names or other indicia of the source of a product or service of a party to the Agreement.
- 3.8 **“Principal Investigator”** means the person identified in a Research Project Agreement;
- 3.9 **“Proprietary Rights or Proprietary Information”** means all inventions, processes, methods, formulas, techniques, improvements, modifications or

enhancements, whether or not patentable, as well as all trade secrets, including but not limited to all data, marketing strategies, new research material, pending projects and proposals, research and development, technological data, and all proprietary information lists, pricing, documentation, software, know-how and information of an identified party.

- 3.10 **“Researcher”** means the individual faculty member of the U of C, or if there is more than one such person then all of them collectively.
- 3.11 **“Research Results”** means the product of the Research Project, which may include recommendations or conclusions arising specifically from the analysis of the Data provided by The City. Research Results do not include:
- (i) Proprietary Information which existed prior to the specified Research Project and was disclosed by one party to the other party to facilitate the Research Project;
  - (ii) restatements of previously existing information; or
  - (iii) methods, techniques, processes or computer codes utilized by The City, or the University or both for the conduct of the Research Project.
- 3.12 **“Research Project”** means the research to be undertaken by the University, pursuant to a Research Project Agreement under the Urban Alliance, under the supervision of the Faculty member identified as Principal Investigator in the Project Agreement.
- 3.13 **“Research Project Agreement”** or **“Project Agreement”** means the agreement for an individual Research Project, as described in greater detail in section 1.0.
- 3.14 **“Urban Alliance Master Research Terms and Conditions”** or **“UA Master T & C”** means this document, as further described in section 1.3.

#### **4.0 GRANT OF RIGHTS TO DATA**

- 4.1 Subject to the terms and conditions of the specific Research Project Agreement, The City hereby grants, and the University hereby accepts, a non-exclusive, non-assignable license to use the Data for the project identified in the Project Agreement and in accordance with the terms and conditions set out in the Project Agreement.
- 4.2 The University may use the Data only for the purposes of the Research Project and any resulting publications, subject to section 7 below. Any documentation provided as part of the Data or with the Data may be used only as needed in connection with the authorized use of the Data.
- 4.3 The University acknowledges that there are no limits to the number of licenses or the rights that The City may grant to third parties in respect of the Data.

- 4.4 Title to and ownership of the Data and any modifications made thereto will at all times remain with The City.
- 4.5 The University does not have any right or interest in the Data except as explicitly provided in this Agreement.
- 4.6 The University is entitled to make one copy of the Data for backup, disaster recovery or archival purposes only so long as each copy remains under the University's control and is used only to replace an operating copy if the operating copy becomes destroyed or becomes unusable or inaccessible for any legitimate reason. The University shall maintain and place a suitable Copyright Notice in favour of COC on all media which contains a complete copy of, or substantially all of, the Data. The University shall not remove the Copyright Notice or any other copyright notice from the Data. If only an excerpt or portion of the Data is incorporated, the University shall include an acknowledgment of the source of the data.
- 4.7 Warranty Regarding Data
- 4.7.1 The City does not represent or warrant that any Data will be correct, or that the Data's use will be uninterrupted or error-free.
- 4.7.2 Except as otherwise explicitly set out herein, The City expressly disclaims any and all warranties and conditions concerning the Data, including any and all warranties and conditions of merchantability and fitness for any particular purpose, performance and any and all warranties and conditions that might otherwise arise during the course of dealing, usage or trade and those which may be implied by law. Unless otherwise provided and agreed to in a Research Project Agreement, this is the entire extent of all warranties and conditions in respect of the Data.

## **5.0 CONFIDENTIAL INFORMATION**

- 5.1 The parties acknowledge and affirm that there may be an exchange of information that is confidential to The City or the University, including the Data (collectively referred to as "the Confidential Information") to facilitate the Research Project. In such event the Data and any other Confidential Information shall be either described in a schedule or attachment to the Research Project Agreement, or dealt with in accordance with section 5.2.
- 5.2 Each party will use reasonable efforts to treat as confidential, and cause officials, officers, directors, employees and students, to treat and keep confidential, the Confidential Information. In addition, the parties agree to designate, advise and notify the other party as to which information disclosed is Confidential Information, and any such written materials should be clearly marked as "Confidential". Any verbal disclosure should be followed-up by a written note outlining the information disclosed and the extent to which it is of a confidential nature, within ten (10) days of the initial disclosure. Reasonable efforts will in no event be less than the efforts used by the receiving party to protect its own confidential information. Any Confidential Information will not be disclosed to

third parties and will be disclosed within the receiving party only on a "need to know" basis.

- 5.3 The obligation to maintain confidentiality will not apply to information which:
- (a) was in recipient's possession before receipt from discloser;
  - (b) is or becomes a matter of public knowledge through no fault of recipient;
  - (c) is rightfully received by recipient from a third party without a duty of confidentiality;
  - (d) was disclosed to recipient by a third party without a duty of confidentiality on the third party; or
  - (e) is approved for publication in accordance with section 7 below.
- 5.4 Notwithstanding the provisions of section 5.2, a recipient may disclose information if such disclosure:
- (a) is required by law including but not limited to applicable statute, regulation or other enactment or by lawful order of a court or administrative tribunal having jurisdiction provided recipient provides discloser with immediate notice of such requirement upon recipient's receipt of notice of the same; or
  - (b) is made by recipient with discloser's prior written approval.

## **6.0 RESEARCH RESULTS**

- 6.1 Unless otherwise specifically provided for and agreed to in a Research Project Agreement, the Research Results and Resulting Intellectual Property from a Research Project will be owned by the University, and it will grant to The City a non-exclusive, royalty-free right to use the Research Results for internal purposes only, without any right to sublicense.
- 6.2 The University acknowledges that the specific characteristics of a Research Project may cause the City to request intellectual property rights which vary from those described in section 6.1 above. In that event, the parties agree to negotiate in good faith to reach mutually acceptable terms to be included in the Research Project Agreement for that Research Project.
- 6.3 The City will be provided with a copy of the final report of the Research Project that will disclose the Research Results.
- 6.4 Any Prior Intellectual Property owned by a party before the effective date of each Research Project Agreement or developed independently from the Research Project will continue to be the property of that party. Such Intellectual Property will be introduced into the Research Project only where specifically identified and with prior written agreement between the parties.

- 6.5 The University makes no warranties or conditions, either express or implied, regarding the Research Results, Resulting Intellectual Property or Prior Intellectual Property. The University specifically disclaims any implied warranties or conditions of non-infringement or merchantability or fitness for a particular purpose. The City acknowledges that all Research Projects are of an experimental and exploratory nature, that no particular results can be guaranteed, and that The City has been advised by the University to undertake its own due diligence with respect to all matters arising from this Agreement.

## **7.0 PUBLICATION**

- 7.1 Subject to section 7.2 and the confidentiality obligations set out herein, The City acknowledges that the Researcher may publish the Research Results and the Researcher's work in a publication, and the University shall have the right to include any work by a student in a graduate theses, to present the Research Results at meetings and conferences, and to publish accounts of the research in journals.
- 7.2 The University or the Researcher shall provide to COC one (1) copy of any proposed publication, or an outline of the proposed disclosure in the case of an initial disclosure at a conference prior to any publication, at least thirty (30) days in advance for review. The primary purpose of such review is to ensure that no Confidential Information of The City will be disclosed. The City may provide additional comments and feedback that it considers to be helpful or useful for the consideration of the University or the Researcher, provided that the University will have no obligation to use such comments.
- 7.3 If COC does not object to the publication or disclosure within fifteen (15) days of receipt of the proposed publication or disclosure, The City will be deemed to have consented to the publication or disclosure. If The City objects to the publication or disclosure in the aforementioned time period, it may request the removal of any Confidential Information of The City. In the event that the parties disagree as to how to resolve a reasonable objection of The City, the parties agree to meet promptly to deal with any reasonable objections.
- 7.4 Further to section 6.2, if intellectual property rights that vary from those described in section 6.1 are agreed to, the parties agree to negotiate in good faith to reach mutually acceptable terms as to publication to be included in the Research Project Agreement for that Research Project.

## **8.0 INDEMNIFICATION AND INSURANCE**

- 8.1 Each of U of C and COC will maintain throughout the term of the Agreement an insurance program, which may be by way of or include self insurance, which will include a Commercial General Liability policy, or equivalent coverage by way of self insurance, in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, insuring against bodily injury, personal injury and property damage, as well as other insurance coverages that a prudent organization of similar size and exposures should carry.

- 8.2 The City agrees to hold harmless, indemnify and defend the University (and its successors, approved assigns, officers, directors, employees and students) from any and all third party claims, demands, or actions for which The City is legally responsible, including all liabilities, demands, damages, expenses and losses arising out of the use by The City, or by any party acting on behalf of or under authorization from The City, of the Research Results, Intellectual Property, or Proprietary Rights.
- 8.3 The University agrees to hold harmless, indemnify and defend The City (and its successors, approved assigns, officials, officers, directors and employees) from any and all third party claims, demands, or actions for which the University is legally responsible, including all liabilities, demands, damages, expenses and losses arising out of the use by University, or by any party acting on behalf of or under authorization from University, of the Research Results, Intellectual Property or Proprietary Rights, or out of any use, sale or other disposition by University, or by any party acting on behalf of or under authorization from University, of products made by use of the Research Results, Intellectual Property or Proprietary Rights.
- 8.4 To the extent of its responsibility permitted by law, each party agrees to defend, indemnify and hold the other party (and their respective successors, assigns, officials, officers, directors, employees and students) harmless from and against any and all claims or causes of action arising from a Research Project which relate to loss or damage to their respective property and equipment, or injury to or death of their respective employees. However, the indemnification contained in this paragraph will not apply to any claim or liability to the extent that such claim or liability is attributable to the gross negligence or willful misconduct of the indemnified party.
- 8.5 Neither party will be liable to the other for any indirect, consequential or punitive damages resulting from or arising out of a Research Project Agreement including, without limitation, loss of use, loss of profit, or business interruptions, however the same may be caused.

## **9.0 SAFETY**

- 9.1 In the event of a Research Project involving work at a work site that is a remote site that is not in the offices or facilities of either COC or U of C, and if there will be two (2) or more employers involved at the work site at the same time, then the parties must ensure that there is a prime contractor for the work site, in accordance with the *Occupational of Health and Safety Act (Alberta)*, and the corresponding Code and Regulations (collectively referred to as the "OH&S Legislation").
- 9.2 If a prime contractor is already in place by way of an agreement between the owner of the work site and a contractor, employer, or other person, and such prime contractor and owner are prepared to accommodate the Research Project, that should meet the requirements under the OH&S Legislation and section 9.1.



## 10.0 GENERAL

### 10.1 Use of Name

No party will without the prior written consent of another:

- (a) use the name, trademark, service mark, logo or other symbol representative of the other or any related entity of, or otherwise identify, the other; or
- (b) use the name, title, likeness or statement of the other or any officer, director, employee (including the University Principal Investigator) or student, of the other;

in conjunction with its use or exploitation of the Research Results, including without limitation, the development, production or marketing of products.

### 10.2 FOIP

The parties acknowledge that this Agreement and the relationship between The City, the University and any individual Researcher are subject to the provisions of the *Freedom of Information and Protection of Privacy Act (Alberta)* ("FOIP"). All parties acknowledge that they are governed by FOIP, which creates a right of access to records under the custody and control of public bodies subject to specific, limited exceptions.

### 10.3 Amendment

No amendment or variation of this Agreement will operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement by all parties signed by authorized representatives of each party.

### 10.4 Governing Law, Jurisdiction, and Dispute Resolution

10.4.1 This Agreement is governed by the laws in force in the Province of Alberta.

10.4.2 No action may be commenced or maintained by either party on any matter contained in or arising out of this Agreement in any court other than a court of the appropriate jurisdiction in the Province of Alberta, or an appeal to the Federal Court of Appeal or to the Supreme Court of Canada.

10.4.3 Any dispute between the parties as to the interpretation of, subject matter of, or in any way related to, any Agreement is to be resolved by the two parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means, in the order listed, until a resolution is arrived at. The means to be used are:

- (a) negotiation;

- (b) mediation;
- (c) arbitration; or
- (d) legal proceedings in a court of competent jurisdiction.

Except for the purposes of preserving a limitation period or obtaining an appropriate interim order or remedy where reasonably necessary, or unless otherwise agreed to in writing by the two parties, it will be a condition precedent to the bringing of any legal proceedings that the means or procedures in this clause have been used and followed in good faith. With respect to mediation, unless otherwise agreed to in writing by both parties, mediation will be in accordance with the procedures of the ADR Institute of Canada, Inc. (hereinafter sometimes referred to as the "Institute"), using as mediator a third party neutral person either as mutually agreed to by the parties, or if the parties are unable to agree as selected by the Institute. With respect to arbitration, unless otherwise agreed to in writing by both parties, arbitration is to be by way of a single arbitrator pursuant to the *Arbitration Act (Alberta)*, in accordance with the rules and procedures of the Institute.

#### 10.5 Assignment or Subcontracting

No party may assign any obligations under this Agreement without the prior written consent of the other party to the Agreement in respect of a specific Research Project, except the University may transfer its Intellectual Property Rights to its commercialization company, University Technologies International LP, subject to any licence rights granted to The City.

#### 10.6 Alteration of Terms

The parties may alter or vary the terms of these UA Master T & C or a Research Project Agreement provided that mutual agreement is confirmed in writing.

#### 10.7 Inoperative Provisions

Should any provision of this document or Research Project Agreement, in whole or in part, be or become invalid, illegal or not capable of performance, the validity or legality of the remaining provisions of the Agreement will not thereby be affected.

#### 10.8 Conflict of Interest

The City acknowledges that the University or individual Researchers may engage in research with other sponsors or collaborators which may be similar to Research Projects undertaken pursuant to this document. The University shall use reasonable efforts to ensure that such other research does not in any way create a conflict with the interests of The City pursuant to this document, unless such potential conflict is pre-approved in writing by The City.

## 10.9 Security

The City may require the Researcher to obtain a security clearance, without cost to The City, from the Calgary Police Service for each Researcher and provide reasonable proof thereof prior to commencement of services under this Agreement.

## 10.10 Records and Audit

To support all payments due under this Agreement, U of C, for a reasonable period, shall maintain a true and correct set of records pertaining to each Research Project, which will include, without limiting the generality of the foregoing, the date of services, invoices issued by U of C, and ledgers and similar books of record. U of C agrees to allow The City or an acceptable auditor on its behalf to audit such records upon reasonable notice, which the University would like to be at least thirty (30) days. U of C will have the right to exclude any trade secrets, formulas, or processes from any such audit.

As to what will constitute a reasonable period for maintaining records, it should be for a period of not less than the term of the relevant Research Project plus an additional two years following its completion.

## 10.11 Notices

If any party desires to give notice to the other parties under or in connection with this Agreement, such notice shall be given as follows:

(a) to U of C by delivery at:

Research Services  
University of Calgary  
2500 University Drive N.W.  
Calgary, Alberta T2N 1N4

Attention: Director, Research Services

or by fax to the fax number of U of C at:

(403) 289-0693

or by postage prepaid mail addressed to U of C at the above address.

(b) to The City by delivery to:

The City of Calgary  
800 Macleod Trail S.E.  
Calgary, Alberta T2G 2M3

Attention: Director, Infrastructure Services

or by postage prepaid mail addressed to:

The City of Calgary  
P.O. Box 2100  
Postal Station "M"  
Calgary, Alberta T2P 2M5

Attention: Director, Infrastructure Services

or by fax to the fax number of The City at:

(403) 268-1454


Any party may change its address for receiving any notices by giving notice as provided herein. A notice which is mailed will be considered as having been given at such time as it would in the ordinary course of mail be received by the party to which it is directed, except in the event of a disruption of postal services. In such event, one of the other means shall be used.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED**


|                   |    |
|-------------------|----|
| <b>APPROVED</b>   |    |
| AS TO CONTENT     |    |
| Inf. Serv. Supply | CW |
| AS TO FORM        |    |
| SOLICITORS        |    |

**THE CITY OF CALGARY**

Per:   
Name: ALAIN GUERARD  
Title: MANAGER, SUPPLY MGMT

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE GOVERNORS OF THE UNIVERSITY OF CALGARY**

Per:   
Name: Dr. Rose Goldstein  
Title: Vice-President (Research)

MAY 21 2000

Dated:

BETWEEN:

**THE CITY OF CALGARY**, a Municipal Corporation of  
the Province of Alberta

(sometimes referred to as "The City" or "COC")

- and -

**THE GOVERNORS OF THE UNIVERSITY OF  
CALGARY**, a corporation under the *Post-Secondary  
Learning Act* (Alberta)

(sometimes referred to as "U of C" or the "University")

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**ALLIANCE MASTER RESEARCH AGREEMENT**

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PAUL L. TOLLEY, Q.C.  
CITY SOLICITOR  
The City of Calgary  
Law Department (8053)  
12th Floor, Calgary Municipal Building  
800 Macleod Trail S.E.  
P. O. Box 2100, Station "M"  
Calgary, Alberta  
T2P 2M5

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Solicitor: A. Brian Oliphant

File No.: IS06-1

SCHEDULE "A"



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**CITY OF CALGARY – UNIVERSITY OF CALGARY URBAN ALLIANCE**

**PROJECT AGREEMENT**

AN AGREEMENT MADE EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

THE CITY OF CALGARY  
800 MacLeod Trail S.E.  
Calgary, Alberta, Canada  
T2P 2M5

("The City" or "COC")

- and -

GOVERNORS OF THE UNIVERSITY OF CALGARY  
2500 University Drive N.W.  
Calgary, Alberta, Canada  
T2N 1N4  
(the "University")

**WHEREAS** the University and The City have executed the Urban Alliance Master Research Terms & Conditions dated \_\_\_\_\_ (the "Master Research Terms & Conditions") setting forth the terms and conditions of their collaboration on research projects in a variety of fields;

**AND WHEREAS** the Master Research Terms & Conditions require the parties to enter into separate agreements for each Research Project;

**AND WHEREAS** the University and The City desire to cooperate in performing a research project entitled " \_\_\_\_\_ " in accordance with the terms of the Master Research Terms & Conditions;

**NOW THEREFORE** in consideration of the mutual premises and covenants herein, the parties agree as follows:

**1. SCOPE OF WORK**

The University and The City agree to cooperate in performing the research project described in Schedule "A" (the "Research Project") in accordance with the budget attached as Schedule "B". The University and The City agree that the Research will be undertaken under the direction of \_\_\_\_\_ (the "Principal Investigator"). If for any reason the Principal Investigator is unable to complete the Research Project and a successor acceptable to both the University and the City is unavailable, this Agreement will be terminated.

**2. PERIOD OF AGREEMENT**

This Agreement will be effective from \_\_\_\_\_ to \_\_\_\_\_ unless otherwise extended, renewed, or amended by mutual written consent.

**3. PROGRESS REPORTS**

The University and The City agree to share the results of the Research through regular progress reports.

**4. MASTER RESEARCH TERMS & CONDITIONS**

All terms and conditions of the Master Research Terms and Conditions are incorporated by reference into this Agreement and govern the Research Project. To the extent that there is any inconsistency between this Agreement and the Master Research Terms & Conditions, this Agreement will govern.

**5. PAYMENT OF FUNDING FOR RESEARCH AND ADMINISTRATION OF FUNDS**

5.1 The City shall pay to the University the sum of [DOLLARS] (\$) (the "Funds") which shall be payable in accordance with the following schedule:

- (i) \$X due upon issuance of a Purchase Order by the City and issuance of an invoice by University;
- (ii) \$Y due upon issuance on an invoice by the University on or after \_\_\_\_\_.

5.2 Payment will be made by cheque and delivered to the following address:

Research Accounting  
University of Calgary  
2500 University Dr. N.W.  
Calgary, AB

T2N 1N4

5.3 The University will receive and administer the Funds in accordance with the terms of this Agreement and Master Research Terms & Conditions.

5.4 Any equipment purchased for the Project with Funds will be owned by the University.

5.5 The University will permit the use of University premises, facilities, and services for the Research Project in accordance with the applicable policies and priorities of the University. Where the University would normally charge for the direct costs of services, such costs are acceptable charges to the Funds.

5.6 Upon receipt of written notice from the City, the University will provide the City with a certified statement of actual expenditures for the period of the Research Project as set out in section 2.

5.7 Any unspent Funds remaining upon completion of the Research Project may be used in support of other research activities governed by the Master Research Terms & Conditions, as determined by the University and the Researcher, unless the project is terminated early in accordance with section 6.

**6. TERMINATION**

This Agreement may be terminated by either party by giving at least sixty (60) days written notice to the other. In the event of termination, the University and The City shall take all necessary steps to effect the orderly termination of the Research, including any final reporting required.

**7. AMENDMENT**

No amendment or variation to this Agreement shall operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement by both parties signed by authorized representatives of each party.



**8. REPRESENTATIVES**

The City hereby designates \_\_\_\_\_ as its representative with authority to act on The City's behalf in any matter related to this Research Project. The University hereby designates the Director, Research Services as its representative to act on the University's behalf in any matter related to this Agreement.

**IN WITNESS WHEREOF**, the duly authorized officers of the parties have executed this Agreement on the date first written above.

THE GOVERNORS OF THE UNIVERSITY  
OF CALGARY

THE CITY OF CALGARY

\_\_\_\_\_  
Director, Research Services

\_\_\_\_\_

**SCHEDULE "A"**  
**WORKPLAN**

**SCHEDULE "B"**  
**BUDGET**