

REFERENCE ONLY
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**CITY OF CALGARY – UNIVERSITY OF CALGARY URBAN ALLIANCE
PROJECT CONTRACT AGREEMENT**

AN AGREEMENT MADE EFFECTIVE this **xx** day of **xx**, 20**xx**.

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 21st May 2008 (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 "[**TITLE**]" 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 as further described in the project charter attached as Schedule "A" (the "Research Project"). The University and The City agree that the Research Project will be undertaken under the direction of Dr. [PI NAME] (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 [START DATE] to [END DATE] 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 Project 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 [DOLLAR AMOUNT] 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 the University.
- (ii) **\$X** due upon issuance of an invoice by the University on or after [DATE]

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

University of Calgary
Financial Services – ATTN: Accounts Receivable
2500 University Drive 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 Project, 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 Gary Zemp 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 THE CITY OF CALGARY
CALGARY**

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE "A"
PROJECT CHARTER