COSIA Tailings Environmental Priority Area

Tailings Research Working Group (TRWG)

Request for Proposals 2015

1. Introduction

1.1 Canada’s Oil Sands Innovation Alliance (COSIA) is an alliance of oil sands producers focused on accelerating the pace of improvement in environmental performance in Canada’s oil sands through collaborative action and innovation.

The COSIA Tailings Environmental Priority Area (EPA) Tailings Research Working Group (“TRWG”) facilitates pre-competitive fundamental research on topics of interest in tailings.

1.2 Members of the TRWG are:
- Syncrude Canada Ltd.;
- Shell Canada Energy Ltd.;
- Canadian Natural Resources Limited;
- Total E&P Canada;
- Suncor;
- Imperial Oil; and
- Teck.

1.3 Please refer to the COSIA Website http://www.cosia.ca for more information.

1.4 Additional information can be found at the following websites:
- Syncrude Canada Ltd.: www.syncrude.ca
- Shell Canada Energy Ltd.: www.shell.ca
- Canadian Natural Resources Ltd.: www.cnrl.com
- Total E&P Canada Ltd: www.total-ep-canada.com
- Suncor: www.suncor.com
- Imperial Oil Resources Ltd: www.imperialoil.ca
- Teck: www.teck.com

1.5 In this Request for Proposals (RFP):

Proponent means a person, educational institution, corporation or other entity that submits a Proposal in response to this RFP;

Proposal means Proponent’s written proposal in response to this RFP;

Capitalized words in this RFP not defined herein shall have the meaning ascribed to them in the Sample Research Provider Agreement attached hereto as Appendix C.

2. Purpose of This Request for Proposal

2.1 The purpose of this Request for Proposal (“RFP”) is to solicit proposals for performance of fundamental tailings research in one or more focus areas described in Section 3 of this RFP (the “Project”). Section 3 of this RFP outlines the objectives that have been established by the TRWG and requests that Proponents submit a Proposal(s) that demonstrates the manner in which the objectives in one or more of the focus areas will be achieved by the Project proposed by the Proponent. A Proponent may submit one or
more Proposals for Projects in one or more focus areas described in Section 3 of this RFP.

2.2 The TRWG will assess the Proposals in order to determine which, if any, are of sufficient interest to the TRWG so as to warrant TRWG initiating discussions with one or more Proponents in order to ascertain if a definitive agreement can ultimately be concluded for the performance of fundamental tailings research by the Proponent.

2.3 If the TRWG selects a Proposal as the basis for a Project to be performed by the Proponent,

(a) The agreement will be made and managed with COSIA Inc.

(b) Once the agreement has been signed a representative(s) from the TRWG (as stewards) will be designated as the contact for TRWG for the Project;

(c) The agreement pursuant to which fundamental tailings research will be performed should follow the Sample Research Provider Agreement in Appendix C. If Proponent wants to make changes to terms of the Research Provider Agreement, these may require approval by all the TRWG members.

2.4 This RFP is not intended to constitute an invitation to submit a bid or tender and issuance of this RFP and submission of a Proposal by Proponent does not create any contract between Proponent and COSIA or between Proponent and any member of TRWG.

2.5 Neither this RFP nor any Proposal(s) shall give rise to any rights and obligations, either express or implied, on the part of either COSIA or any member of the TRWG or any Proponent. Any rights and obligations shall arise only if, as and when a definitive agreement for the performance of fundamental tailings research is entered into.

2.6 There is no assurance or representation that any agreement for the performance of any fundamental tailings research will be concluded with any Proponent.

2.7 TRWG may at any time and from time to time, in its sole and unfettered discretion and without liability, cost or penalty,

(a) amend or supplement this RFP; and

(b) cancel this RFP and may, but shall not be obliged, to issue a new RFP.

3. Project Description

3.1 Focus Areas for Projects

Proposals must describe a Project(s) relating to one or more of the following focus areas. Each Project should establish the fundamental principles relating to the objectives for the applicable focus area described below and should demonstrate them in a laboratory environment. The examples shown are general and are not exclusive.

Focus Area 1: Geotechnical

The objective of this focus area is to improve our understanding of the fundamentals of geotechnical parameters for oil sand tailings. This can apply to both current and future tailings processes or technologies.
**Examples of areas of interest:**
- Consolidation: material property testing, models and their validation
- Dewatering to accelerate consolidation
- Effect of Tailings Composition on behaviour (e.g. bitumen, clays, flocculants, water chemistry)

**Focus Area 2: Process**

The objective of this focus area is the understanding of process parameters on tailings.

**Examples of areas of interest:**
- Effect of tailings composition on process
- Flocculation, coagulation or other additives
- Beach Fines Capture
- Mixing, rheology and the effect of process parameters
- Innovative technologies to produce >75% solids content
- Other innovative technologies that will decrease time to final reclamation

**Focus Area 3: Environmental**

The objective of this focus area is the understanding of tailings effects on environmental parameters.

**Examples of areas of interest:**
- Understanding the long-term fate of polymers in tailings deposits
- How do the chemicals break down over time in oil sands tailings
- Transport of chemicals into the soil and/or groundwater
- Impact/Interactions of chemicals on tailings microbiology

**Focus Area 4: Analytical**

The objective of this focus area is to develop understanding of the effects of different tailings parameters on analytical techniques and to develop novel techniques for analysis.

**Examples of areas of interest:**
- Impact of bitumen on current analyses (such as MFT characterization)
- Development of predictive tools for field performance

### 3.2 Project Deliverables

For each Project, the following deliverables documenting the findings related to the objectives for the applicable Project focus area described above are required (and should be budgeted for):

(a) A written progress report consisting of budget, schedule and technical update including any deviations (template provided in Appendix B). This report is to be provided **every 6 months** prior to the stewardship meeting.

(b) For multi-year projects an appropriate written **annual** report detailing technical results and progress for the period.
(c) A written final report consisting of detailed technical results in respect of the Project. The report must include a section that describes the main scientific contributions of the work and their industrial relevance. Researchers will provide eight bound hard copies and an electronic copy of the report.

(d) A presentation of the findings to be made in person or via web/video conference, at a meeting of the TRWG following completion of the Project.

(e) Brief reports as requested for by the stewards consisting of no more than 1 page briefly highlighting progress and any issues; with frequency no more than 1 per month.

3.3 Project Commencement Date and Duration

(a) Project execution should begin no earlier than January 1st, 2016 and shall continue until the completion date for the Project.

(b) Projects extending for up to 3 years will be considered. Multi-year Projects should be of a gated nature with go/no-go decision points on an annual basis.

4. Proposal Content

4.1 Proponent is requested to submit a Proposal(s) incorporating the applicable matters described in Section 3 and consisting of the following:

(a) Proponent’s full legal name and address and Proponent corporate/institution description;

(b) the name of Proponent’s designated representative authorized to represent and bind the Proponent and that individual’s telephone number, mailing address, e-mail address and fax number;

(c) a description of the Project concept including potential technological impact on the Alberta oil sands industry;

(d) a summary of the knowledge base pertaining to the topic of the Project proposed by the Proponent, including a summary of the current literature, patents and other intellectual property and technical presentations pertaining to the topic; in particular, the Proponents background IP must be identified. Failure to declare background IP may be grounds to decline the proposal.

(e) a description of each of the specific objectives of the Project based on the general objectives for the focus area of the Project described in Section 3.1. Objectives of the specific Project are the quantifiable criteria that must be met for the Project to be successful. Project objectives should be “SMART”: Specific, Measurable, Agreed upon, Realistic and Time-limited;

(f) a description of the scope of the Project, the methodology to be employed in performance of the Project and the resources including the personnel, materials, services, facilities and equipment to be furnished by the Proponent to carry out the Project; if mature fine tailings (MFT) is to be used, then at least one sample should be sourced from the AITF MFT Sample Bank ($700 per 20L pail should
be included in the budget); all samples must be characterized using Dean Stark, MBI, PSD (laser) and water chemistry (major anions and cations, electrical conductivity); Please include the approximate cost of tailings samples collection/shipment/disposal in a separate line item in the proposal.

(g) the name of the principal investigator under whose direction and supervision the Project will be performed and that person’s curriculum vitae (CV);

(h) budget for the Project in Canadian dollars (only), and proposed schedule of payments. This must include any applicable overhead costs;

(i) description of any in-kind contributions or other funding relating to the project;

(j) timeline/schedule for the Project; and

(k) if Proponent takes exception to anything in the Sample Research Provider Agreement attached hereto as Appendix C, Proponent is requested to identify such exception in its Proposal and the consequential impact of the exception on the cost of the Proponent’s Project set forth in the Proposal and any specific and tangible benefit to accrue to the members of the TRWG as a result of the exception.

(l) a completed cover page, as provided in Appendix A, must be the first page of the proposal

(m) proposal must not exceed 15 pages; no font smaller than 11 point Arial (includes CV)

(n) name of the proposal electronic file must have: lastname_firstname and shortened version of the proposal title included.

5. TRWG Contact and Submission of Proposals

5.1 All Proponents and prospective Proponents are requested to direct all questions and requests related to this RFP to TRWG contact (preferably by email):

Andrea Sedgwick
c/o Total E&P Canada Ltd.
2900, 240 - 4th Avenue SW
Calgary, Alberta T2P 4H4
Email: andrea.sedgwick@total.com

5.2 All Proposals must be submitted to the following general email address: EP-CA.COSIATailingsRFP2015@total.com. This email address is a general drop box. Please do not send any questions to this address. Questions will only be addressed by the person indicated in 5.1 (above).

5.3 All Proposals must be e-mailed to the address indicated in 5.2 (above) before April 15, 2015 (the “Proposal Deadline”).

5.4 Oral or telephoned Proposals will not be considered.

5.5 TRWG does not request or require that Proposals constitute an offer. However, in order to provide TRWG with an adequate period of time to assess and determine which, if any, Proposals are of sufficient interest to warrant TRWG initiating discussions with one or
more Proponents to ascertain if a definitive agreement can ultimately be concluded, Proponent is requested not to modify or withdraw its Proposal(s) for a period of forty-five (45) days following the Proposal Deadline unless TRWG designated representative has initiated negotiations with Proponent with respect to its Proposal.

6. **Assessment of Proposals**

6.1 TRWG will assess and rank each Proposal in order to determine which, if any, are of sufficient interest to warrant TRWG initiating discussions with one or more Proponents in order to determine if an agreement can be concluded. While TRWG shall make that assessment in its sole and unfettered discretion, TRWG anticipates the assessment will take into account the following criteria weighted as indicated below:

- How well the Project is aligned with the objectives stated in Section 3.1 above (20%)
- Potential practical application in the Alberta oil sands tailings industry (20%)
- Novelty and innovation (20%)
- Expertise, capability and resources to execute the project (20%)
- Quality of the proposal (15%)
- Schedule appropriate to the scope of work (5%)

6.2 The Proposal in any focus area with the lowest cost or highest ranking will not necessarily be selected.

6.3 After TRWG has completed assessment of the Proposals, each Proponent will be notified no later than July 15, 2015 whether TRWG has determined its Proposal is of sufficient interest such that TRWG proposes to initiate discussions with that Proponent with a view to determining if an agreement can be concluded.

6.4 The projected time for the finalization of an agreement(s) (to the extent TRWG elects to enter into an agreement) is no later than December 31, 2015.

7. **COSTS**

7.1 All time, costs, expenses and other charges incurred by Proponents and prospective Proponents in relation to every aspect of their participation in this RFP process, including but not limited to, their involvement in the preparation, presentation and submission of Proposal(s), due diligence, information gathering activities and contract negotiations, are solely the responsibility of Proponent and prospective Proponent as applicable. Neither COSIA nor any member of the TRWG shall be liable to Proponents or prospective Proponents for any costs associated with this RFP process, including costs associated with delays in the RFP process.

8. **GOVERNING LAW**

8.1 This RFP and the agreement(s), if any, entered into between a Project Sponsor and one or more Proponents, and all actions or proceedings relating to this RFP and such agreement(s), if any, shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. All actions or proceedings relating to this RFP and such agreement(s), if any, shall be brought in a court of competent jurisdiction in the Province of Alberta.

9. **TERMS IMPLIED BY CUSTOM**

9.1 If there is any conflict or inconsistency between the terms of this RFP and terms implied by any custom, policy, practice, usage or agreement in the industry or trade, or any other
policy or practice, or any term implied by or any decision rendered by any court, the terms of this RFP shall govern and prevail.
## Appendix A – Sample Cover Page for Proposal Submission

**COSIA Tailings EPA: Tailings Research Working Group**  
**2015 Request For Proposals**

### Cover Page

<table>
<thead>
<tr>
<th><strong>Project Title:</strong></th>
</tr>
</thead>
</table>

| **Research Provider:** |
| (Institution or corporate entity) |

| **Primary Investigator:** |
| (One person only) |

| **Co-Investigators:** |

| **Total Cost:** |
| (Include all overheads, taxes and in Canadian dollars ONLY) |

| **Focus Area:** |
| (Choose one of:  
1. Geotechnical  
2. Process  
3. Environmental  
4. Analytical Fundamentals) |

| **Summary of Project Concept:** |
| (Include explicit statement of the objectives, deliverables and expected main scientific contributions of the work and their relevance to the oil sands industry) |
Appendix B – Six Month Update Template

<table>
<thead>
<tr>
<th>Date:</th>
<th></th>
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<tbody>
<tr>
<td>Project Title:</td>
<td></td>
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<tr>
<td>Project Team:</td>
<td></td>
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<tr>
<td>Project Description</td>
<td></td>
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<tr>
<td>Project Objective(s)</td>
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<tr>
<td>Where are you now in terms of achieving these objectives?</td>
<td></td>
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<tr>
<td>What technical challenges do you foresee in the short term? Long term?</td>
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<tr>
<td>How do you propose to resolve them?</td>
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<tr>
<td>Do you have any resource constraints? Budget? Person-Power?</td>
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<tr>
<td>Where are you on the spending curve? On target?</td>
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<tr>
<td>Are you on schedule? Do you still foresee completing the project as planned?</td>
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<tr>
<td>Do you see any constraint that we can help you with, technical or otherwise?</td>
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<tr>
<td>Have you prepared any papers/presentations?</td>
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<tr>
<td>Reviewers overall comments shared with the researchers</td>
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</table>
Appendix C – Sample Research Provider Agreement

TAILINGS EPA
RESEARCH CONTRIBUTION AGREEMENT

THIS AGREEMENT MADE as of the th day of month , 201x (the “Effective Date”).

BETWEEN:

CANADA’S OIL SANDS INNOVATION ALLIANCE INC.

(“COSIA”)

- and -

INSTITUTE,

(“Institute”)

(each a "Party" or collectively the "Parties")

WHEREAS Institute through its Department of, specifically Dr. at Institute has submitted a proposal to COSIA;

AND WHEREAS COSIA wishes to support Dr. ’s research proposal entitled “” (as more fully described in Schedule “A” attached hereto and as may be amended in writing from time to time by the Parties) (the “Project”), with a financial contribution on the terms and conditions set forth in this Agreement;

AND WHEREAS COSIA is entering this Agreement as representative of the members of the Tailings EPA, as such are more particularly described on Schedule “B” attached hereto (“EPA Members”);

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this agreement, Institute and COSIA agree as follows:

Definitions

“Oil sands” means the deposits of any mineable bitumen reserves held by the EPA Members worldwide.

“Arising Technology” means any and all scientific or technical results and all Intellectual Property and Research Results conceived, produced or developed from and during the course of the Project, including, but not limited to, substances, methods, processes, formulations, formulae, technical or procedural information, data and data files, techniques, reports, studies, photographs, drawings, plans, specifications, models, machines, systems, prototypes, inventions, patterns, samples, hardware, software, designs, or know-how, whether or not protected or protectable by patent, copyright or trade secret law.
“Intellectual Property” means patents, copyrights, trade-marks, service marks, registered designs and applications for any of the preceding rights, trade and business names, unregistered trade-marks and service marks, database rights, rights in domain names, and rights of the same or similar effect or nature, in each case in any jurisdiction.

“Research Results” means all data and information created in the performance of the Project and includes, but is not limited to, substances, processes, formulations, technical information, data, reports, photographs, drawings, plans, specifications, models, prototypes, inventions, patterns, samples, software designs, computer programs, databases or know-how, whether or not protected by patent, copyright, industrial design or rights of the same or similar effect or nature.

1. **INSTITUTE TO UNDERTAKE PROJECT RESEARCH** – Institute shall undertake to perform the Project as of the Effective Date and ending on xxst, 201x, unless sooner ended in accordance with the terms of this Agreement or extended, renewed or amended by written agreement of the Parties (the “**Term**”).

2. **PAYMENT**

2.1 COSIA will pay no more than $ (the “Contribution Amount”) in accordance with the payment provisions set forth in Schedule C for the completion of the Project by Institute. Taxes, if applicable, are in addition to the Contribution Amount.

2.2 From time to time COSIA and Institute may agree to increase the Contribution Amount to fund additional or modified work on this Project, either by way of a written, amendment to this Agreement signed by both Parties or by way of such other written agreement as the Parties may agree.

3. **STOP WORK**

COSIA may order Institute, in writing, to stop all or any part of the work called for under this Agreement for such specified period of time as COSIA determines appropriate. Upon receipt of the order, Institute shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order. Within the period of time specified by COSIA for stoppage of the work, or such extension as the Parties may have agreed, COSIA shall either cancel the stop-work order, in which case Institute shall resume work, or terminate the work covered by the order.

If the stop-work order results in an increase in the time required for, or in Institute’s cost properly allocable to, performance of any part of this Agreement, COSIA shall make an equitable adjustment in the estimated cost, the delivery schedule, or both, and shall modify this Agreement accordingly; provided, however that Institute shall assert its right to the adjustment within 30 days after the end of the work stoppage. If COSIA decides that the facts justify it, COSIA may receive and act upon a proposal submitted before final payment of this Agreement.

4. **PRINCIPAL INVESTIGATORS** - The initial Project will be undertaken under the direction of the Principal Investigator appointed by Institute, the initial appointee being as follows:
(each, a “Principal Investigator”). The Principal Investigator will have responsibility for the scientific and technical conduct of the listed Project. If for any reason the Principal Investigator is unable to complete the Project and a successor acceptable to the Parties is unavailable, that Project may be terminated in accordance with Section 18 herein.

5. REPORTING AND RECORDS - Institute shall submit the following reports and documents to COSIA with regard to each Project:

   (a) Interim performance reports on xx, 201x, xxth, 201x and xx, 201x disclosing the progress and results of the Project as detailed in Schedule D;

   (b) A final performance report due on xxst, 201x, detailing actual results in accordance with the format of final report agreed to by Dr. and the Tailings Research Working Group (Schedule D);

   (c) A 12-month financial status report due on xxst, 201x; and

   (d) A final financial report due on xxst, 201x, for the Project.

6. ACCOUNTS AND AUDIT RIGHT – Institute shall keep full and accurate accounts of the costs of the Project in accordance with generally accepted accounting practice during the Term and for a period of 3 years thereafter. COSIA may, at its own expense, conduct an audit at Institute’s premises or other appropriate facility or facilities not more than once per calendar year to ensure Institute’s compliance with the terms of this Agreement. Institute agrees to provide records to an authorized representative of COSIA, or, at Institute’s option, a certified public accountant designated by COSIA and acceptable to Institute, relating to the Projects, upon reasonable notice and during normal business hours, to the extent necessary to verify Institute’s compliance with the terms of this Agreement and the accuracy of the records.

7. INTELLECTUAL PROPERTY – COSIA acknowledges and agrees that:

   (a) Each of the EPA Members and Institute retain ownership of their background intellectual property (“Background Intellectual Property”), and unless expressly stated herein, this Agreement shall not be construed as implying that either the EPA Members or Institute shall have any license rights to use Background Intellectual Property of the other.

   (b) Background Intellectual Property of Institute is assigned to Institute Intellectual Properties, Inc. a nonprofit corporation that manages and licenses such intellectual property.

      (1) The following Background Intellectual Property of the EPA Members may be used nonexclusively and without compensation by Institute in connection with research or development activities for the Project:

          None.

      (2) The following Background Intellectual Property of Institute (or xx) may be used nonexclusively in connection with research or development activities for the Project:

          xxx
This Background Intellectual Property of Institute () has been exclusively licensed to a third party for all COMMERCIAL purposes. Institute retains the right to utilize the Background Intellectual Property for noncommercial research purposes.

The EPA members may wish to negotiate a license with the aforementioned third party for such Background Intellectual Property to commercialize the Arising Technology. However it is anticipated and planned that the Arising Technology will be applicable to several different types of xx technologies and not exclusively to the Background IP declared by Institute.

All right, title and interest in and to any Arising Technology and Intellectual Property therein made, created, generated, developed or first actually reduced the subject matter to practice solely by Institute shall be owned by Institute or its designee(s). Institute shall and hereby does grant, or shall obligate its designee(s) to grant, to the EPA Members and their respective affiliates a non-exclusive, royalty-free, fee-free, perpetual, unlimited and irrevocable worldwide right and license to use the Arising Technology in the field of use pertaining to Oil sands in any manner whatsoever.

All right, title and interest in and to any Arising Technology and Intellectual Property therein made, created, generated or developed jointly by Institute (and/or its subcontractor) and one or more of the EPA Members (and/or its subcontractor) ("Jointly-Owned Intellectual Property") shall be owned jointly by Institute or its designee(s) and the EPA Members.

Institute shall and hereby does grant, or shall obligate its designee(s) to grant, to the EPA Members and their respective affiliates a non-exclusive, royalty-free, fee-free, perpetual, unlimited and irrevocable worldwide right and license to use the Jointly-Owned Intellectual Property, in any manner whatsoever, to the extent of the interest of Institute and its designee(s) therein.

Institute represents and warrants that it has the right to transfer any ownership interests or license any rights in and to the Arising Technology and/or Intellectual Property therein as provided for herein, other than the exclusively licensed technology – Methods of Improving Centrifugal Filtration.

Institute must notify COSIA promptly of any discovery or invention conceived of by Institute, its employees or subcontractor through the performance of the Project.

Institute (or xx) will pursue and maintain any patent protection for the invention requested in writing by COSIA (on behalf of the EPA Members) and, except with the written consent of COSIA or upon the failure of COSIA to reimburse patenting expenses as required under this section, will not voluntarily discontinue the pursuit and maintenance of any United States patent protection for the invention initiated by Institute or of any patent protection requested by COSIA.

COSIA (on behalf of the EPA members) shall, within thirty (30) days after invoice, reimburse Institute (or xx) for the expenses incurred in pursuing and maintaining any patent protection requested by COSIA. COSIA (on behalf of the EPA Members) may terminate pursuing or maintaining a patent at will by giving written notice to Institute), in which case further accrual of reimbursable patenting expenses hereunder, other than prior
commitments not practically revocable, will cease upon Institute’s (or xx) receipt of such notice.

The EPA Members shall have an option for a license to Arising Technology that is Institute-Owned Intellectual Property in areas other than Oil sands, for an initial option period of six (6) months after receipt of a written description or sample of such Intellectual Property. The EPA Members and Institute (or xx) will negotiate the terms of such license in good faith.

i. License Terms. Terms and conditions for license agreements should consider the nature of the technology, the stage of development of the invention, the effect of the scope of research under this Agreement, the public benefit and the marketplace. Any license must at a minimum provide for the licensee(s) to exert its best efforts to introduce products and services utilizing the licensed technology into public use as rapidly as practicable; royalties that are usual and customary in the trade; and indemnification by the licensee(s). Institute shall have a nonexclusive license, with the right to grant sublicenses to nonprofit and academic institutions, for non-commercial purposes only.

ii. Each Party shall promptly notify the other Party of the creation of Intellectual Property it becomes aware of.

8. CONFIDENTIAL INFORMATION

8.1 Each of Institute and the EPA Members may disclose information it considers confidential to the other to facilitate the Project. COSIA and Institute will use all reasonable efforts to treat and keep confidential, and cause their respective officers, directors, employees and students, if any, to treat and keep confidential any such information received by it from the other marked “Confidential”. The EPA Members will use all reasonable efforts to treat and keep confidential, and cause their respective officers and employees to treat and keep confidential the Project results communicated to the EPA Members hereunder if necessary to protect patent rights or if indicated as Confidential. Reasonable efforts will in no event be less than the efforts used by the receiving Party to protect its own confidential information. Confidential information will be disclosed to the receiving Party on a “need to know” basis. If disclosed verbally or visually, confidential information shall be designated as proprietary or confidential at the time of such disclosure, with subsequent confirmation provided in writing within ten (10) calendar days following such disclosure, referencing the date and description of the proprietary information disclosed with an appropriate proprietary legend affixed thereto.

In the event that Institute and the EPA Members are required to disclose confidential information to the other to facilitate the Project, the EPA Members and Institute may choose to do so under a separate non-disclosure agreement.

8.2 The obligation to keep confidential will, however, not apply to information which:

a) was in the recipient’s possession before receipt from the discloser;
b) is or becomes a matter of public knowledge through no fault of the recipient;
c) is rightfully received by the recipient from a third party without a duty of confidentiality;
d) is developed by personnel who had no access to the confidential information, as evidenced by written records; or
e) is disclosed by the discloser to a third party without a duty of confidentiality on the third party.

Notwithstanding the provisions of Section 8.1, a recipient may disclose information if the disclosure is:

a) 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 the recipient provides the discloser with immediate notice of such requirement upon the recipient’s receipt of notice of the same; or
b) made by the recipient with the discloser’s prior written approval.

9. PUBLICATION

9.1 One of the purposes of Institute in conducting research is the discovery and expeditious dissemination of knowledge. Accordingly, policies of Institute require that research results be capable of publication and disclosure. In keeping with such policies, but subject to Section 8 of this Agreement, Institute will be entitled to publish or otherwise disclose, and permit its employees and students participating in the Project to publish or otherwise disclose, the research results or any portion of the same.

9.2 Notwithstanding any provision of Section 9.1 to the contrary, if either Institute or any employee or student so permitted by Institute wishes to publish or otherwise disclose any research results arising from a Project prior to delivery by Institute to COSIA of a final report for the Project, COSIA will be furnished with a written copy of the proposed publication or written disclosure or a written summary of the proposed oral disclosure at least sixty (60) days in advance of the submission for publication or the date of the proposed disclosure. COSIA shall have the opportunity and the right to identify confidential information of COSIA and/or EPA Members and require removal of this material from the proposed disclosure. If necessary to permit the preparation and filing of U.S. patent applications, the Principal Investigator may agree to an additional review period not to exceed sixty (60) days. Any further extension will require subsequent written agreement between COSIA and Institute. Failure to provide comments during the review period will be de facto agreement to publication.

9.3 In the event a graduate student of Institute works on a Project and that student completes a thesis or education report relating to the Project, the student will own the copyright in that thesis or report. Although graduate student must comply with the provisions of Sections 8 and 9 with respect to that thesis or education report, notwithstanding anything otherwise contained in this Agreement, publication of a thesis or education report may only be delayed in accordance with applicable policies of Institute.

10. RIGHTS TO RESEARCH DATA AND REPORTS

For all other copyrighted works delivered under the Project (such as technical reports), EPA Members shall have a royalty-free nonexclusive license to such works. EPA Members shall have rights to use data delivered under this Agreement for any purpose.

11. USE OF NAMES
No Party will, without prior written consent:

(a) use the name, trademark, service mark, logo or other symbol representative of another Party or any related entity thereof; or
(b) use the name, title, likeness or statement of any other Party’s officer, director, employee (including the Principal Investigator) or student; in conjunction with its use or exploitation of the research results.

12. INSURANCE

12.1 COSIA will insure its operations under a contract of Comprehensive General Liability insurance in an amount not less than Five Million Dollars per occurrence insuring against bodily injury, personal injury and property damage. Such insurance will include contractual, automobile and professional liability.

For the duration of this Agreement, Institute shall maintain (under its insurance through the Commonwealth of Virginia Insurance Program) insurance coverage for protection from claims under workers compensation, automobile liability, general liability, and professional liability. Upon request of COSIA, Institute shall provide a Certificate of Insurance evidencing said insurance.

13. ASSIGNMENT AND SUBCONTRACTING

No part of this Agreement may be assigned or subcontracted by either Party without the written consent of the other Party.

14. DISPUTES

The Parties shall use all reasonable efforts to amicably resolve disputes arising out of this Agreement, prior to commencing any formal legal proceedings. Such efforts may include use of a mutually agreed alternative dispute resolution mechanism. Pending resolution of any such dispute by settlement or by final judgment, the Parties shall continue performance under this Agreement unless a written stop-work order has been issued under this agreement in accordance with Section 3.

15. EQUIPMENT

Title and ownership of any equipment purchased under this Agreement shall vest in Institute.

16. NOTICES - All notices, requests, directions or other communications required or permitted herein will be in writing and will be delivered to the Parties hereto respectively as follows:

COSIA:
Suite 1700, 520-5th Avenue SW
Calgary, AB T2P 3R7

For Administrative Matters:
In order for any notices, requests, directions, or other communications to be effective, the same will be delivered in person, by courier, sent by registered mail or facsimile addressed to the Party for whom it is intended at the above-mentioned address or fax number and will be deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other Party, if by courier when courier records indicate and, if sent by facsimile when transmitted and confirmation of successful transmission is received. The address or fax number of either Party may be changed by notice in the manner set out in this Section.

17. WARRANTY

Institute will carry out the Projects in accordance with appropriate scientific and professional standards but makes no representations or warranties, either express or implied, as to any matter including, without limitation, the research results to be achieved, whether the research results or any part or aspect of the same will be capable of statutory protection, the existence or non-existence of competing technology, the condition, quality or freedom from error of the research results or any part thereof, any merchantability, or its fitness for any particular purpose, and all warranties and conditions expressed or implied, statutory or otherwise, are hereby disclaimed. Even if advised of the possibility of such damages, neither Institute nor its officers, directors, employees, students or agents will be liable for any lost profits, lost business opportunity, inventory loss, work stoppage, lost data or any other reliance or expectancy, indirect or consequential damages suffered by COSIA or the EPA Members or others whether or not claiming through COSIA or the EPA Members resulting from the development or use of the
research results or any invention, technology or product produced in the course of or using the research results.

18. TERMINATION

18.1 In the event that either Party fails to remedy any material breach or material default on its part pursuant to this Agreement within thirty (30) days of written notice from the other Party to that effect, the Party not in default may upon written notice to the Party in default terminate this Agreement. Institute up to the point of termination will be reimbursed for any work that has been performed. Any such termination is without prejudice to or limitation of any other rights or remedies. Failure of the parties to agree on termination costs shall be a dispute under section 14.

18.2 A Party may terminate this Agreement on ninety (90) days’ notice from the terminating Party to the other Party, in which event the Parties will take all reasonable steps to wind down the Projects with a minimum of costs. In these circumstances, COSIA will pay for the portion of the Projects completed and Institute’s committed and non-cancellable costs of the Projects incurred prior to the Termination Date, which in no event will exceed the Contribution Amount.

19. FORCE MAJEURE

Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage or any other conditions of whatsoever nature or description beyond their reasonable control.

20. INDEPENDENT INSTITUTE

The parties agree that Institute shall be an independent Institute in the performance of the work under this Agreement. Nothing herein shall be deemed to create a joint venture between the parties.

21. EXPORT CONTROLS

(a) The Parties recognize that the export, re-export or release (including electronic transfers) of goods or information, may be subject to laws and regulations relating to export controls and trade sanctions. Each Party agrees that it shall not, and agrees to procure that its affiliates, joint venturers, partners, Institutes and sub-licensees that receive any such goods or information pursuant to this Agreement shall not, furnish, deliver or release any such goods or information to any person or destination for any use, except in full compliance with applicable laws and regulations which may include those of the United States, the United Kingdom and Canada. Each Party agrees and understands that it shall be
responsible for its ongoing compliance with this provision and for ensuring that its activities are conducted in accordance with all such applicable laws and regulations.

(b) Prior to disclosing or providing any such goods or information that are subject to laws or regulations relating to export controls or trade sanctions (including the U.S. Export Administration Regulations (in this Section 22(b), the “EAR”) and the U.S. International Traffic in Arms Regulations (in this Section 22(b), the “ITAR”)), each Party disclosing or providing such goods or information shall:

(i) provide reasonable advance notice that such goods or information are subject to export controls and obtain the approval of the other Party before disclosing or providing any such goods or information;

(ii) clearly label any such goods or information as being subject to export controls and identify the applicable export control regime (e.g., EAR or ITAR); and

(iii) provide the Export Control Classification Number, in the case that the EAR applies, and the United States Munitions List Category, in the case that the ITAR applies.

Notwithstanding and without lessening in any manner the obligations on the Party disclosing or providing such goods or information as set out above, if such Party fails to provide the required notice or labelling, the other Party shall not be liable to the Party that disclosed or provided such goods or information for any claims arising out of any failure by the Party receiving such goods or information to comply with such applicable laws and regulations.

22. FURTHER ASSURANCES

Each of the Parties hereby covenants and agrees that at any time and from time to time after the execution of this Agreement it will, upon the request of the other Party consider and evaluate further acts, deeds, instruments, assignments, transfers, conveyances and assurances as may be reasonably required for the better carrying out and performance of all the terms of this Agreement.

23. ENTIRE AGREEMENT

Unless otherwise specified, this Agreement and its attachments embody the entire understanding between Institute and COSIA regarding the Project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the Parties.

24. SEVERABILITY
If any provision or provisions of this Agreement, or the application thereof, shall for any reason and to any extent be held to be invalid or unenforceable, the remainder of this Agreement and the application of such provision or provisions to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the Parties hereto. The Parties further agree to replace such invalid or unenforceable provision or provisions of this Agreement with a valid and enforceable provision or provisions that will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provision or provisions.

25. COUNTERPARTS

This Agreement may be executed in any number of counterparts and delivered by hand, by facsimile, by postal service, by electronic mail or by nationally recognized private courier, each of which so executed shall constitute an original but all of which together shall constitute one and the same instrument.

26. SUCCESSORS AND AssignS

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assignees. Nothing herein, express or implied, is intended to confer upon any person, other than the Parties hereto and their respective successors and permitted assignees, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Agreement effective as of the Effective Date.

CANADA’S OIL SANDS INNOVATION ALLIANCE INC.

Per: __________________________

______________________________
Chief Executive

Director, Tailings EPA

ACKNOWLEDGED BY:

______________________________
SCHEDULE A
PROJECT DESCRIPTION

(see attached)
SCHEDULE B
TAILINGS EPA MEMBERS

In the attached Agreement, “EPA Members” shall mean:

a) The following members of the Tailings EPA Amended and Restated Oilsands Tailings Consortium Agreement (“Consortium Agreement”) as of the Effective Date:

1. CANADIAN NATURAL RESOURCES LIMITED
2. IMPERIAL OIL RESOURCES LIMITED
3. SHELL CANADA ENERGY
4. SUNCOR ENERGY INC.
5. SYNCRUDE CANADA LTD.
6. TECK RESOURCES LIMITED
7. TOTAL E&P CANADA LTD.

b) Any future members of the Consortium Agreement as COSIA may advise Institute in writing from time to time; and

c) The Affiliates of the EPA Members listed in a) and b) of this Schedule B.

For the purposes of this Schedule B:

“Affiliate” means a Person that is affiliated with a Party for which the expression is being applied, and, for the purpose of this definition, a Person is affiliated with another Person if it directly or indirectly Controls or is Controlled by that other Person. Where two or more Persons are affiliated in the above manner at the same time with the same Person, they shall be deemed to be affiliated with each other for the purposes of this definition;

“Control” means, in the context of a relationship between two (2) or more Persons, the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of shares, a contract, partnership agreement, trust arrangement or any other means, either directly or indirectly, that results in control in fact, and with respect to the control of:

(i) a corporation, the ownership, directly or indirectly, of that number of shares which, in the aggregate, carry the rights to greater than fifty percent (50%) of the votes that may ordinarily be cast in the election of directors shall be deemed to constitute control of such corporation; and

(ii) a partnership, the membership of that partnership which directly or indirectly beneficially owns greater than a fifty percent (50%) interest in the partnership shall be deemed to constitute control of such partnership;

“Person” means any individual, legal or personal representative, partnership (including a limited partnership), corporation or other body corporate, limited liability company, incorporated syndicate, incorporated association, trust or governmental authority, howsoever designated or constituted; and

“Personnel” means, in relation to any Person, each of the respective directors, officers, employees, contract personnel, consultants, representatives and agents of such Person.
SCHEDULE C
CONTRIBUTION AND PAYMENT

Subject to and in accordance with this Agreement, the Contribution Amount of $CDN will be paid according to the following schedule:

CHEQUES SHOULD BE MADE PAYABLE ACCORDING TO INSTRUCTIONS ON INVOICE
Final project reporting format to be discussed between Dr. (Institute), and approved for use by xxth, 20xx.

The following **interim** reporting format is proposed:

- **COVER PAGE** including basic institutional and project identifying data
- **ACCOMPLISHMENTS** from past activity period and goals for the upcoming activity period
- **PRODUCTS** or outcomes from the activity such as technologies and publications
- **PARTICIPANTS** including all persons that have contributed significantly to the activity, their role, their activity and their funding support. This section also asks about collaborators, including foreign collaborators
- **IMPACT** of the project and major contributions: e.g. to the discipline, human resources (e.g. teaching, training), public knowledge, social conditions
- **CHANGES** to the project: delay in plans, changes in approach, compliance (animal use, human subject involvement, biohazards), project expenditures
- **OTHER PROJECT IMPACTS** including anything not already covered that is significant
- **BUDGET** Comments – provide comments as to whether the project is under budget, on budget or over budget.

**EPA Led Study**
This agreement (the "Agreement") is made on xxth day of xx, 201x (the "Effective Date") by and between:

Canada’s Oil Sands Innovation Alliance Inc. (on behalf of the EPA Members)
Suite 1700, 520 5th Avenue
SW Calgary, Canada
T2P 3R7
(hereafter called "COSIA" or the "Company")

and

Company details
(hereinafter called the “Contractor”)

DEFINITION

"Confidential Information" means all information, data, documents and other materials directly or indirectly provided by the Company or the EPA Members to the Contractor hereunder, whether in written, electronic, visual or any other format whatsoever, including without limitation any and all information and data received, accessed, collected, gained and/or generated, in whole or in part, directly or indirectly and related to the provision of the Services.

"EPA Members" means the members of COSIA Tailings EPA at or after the Effective Date of this contract. The current EPA Members are: Imperial Oil Limited, Canadian Natural Resources Limited, Shell Canada Energy, Suncor Energy Inc., Syncrude Canada Ltd., Teck Resources Limited and Total E&P Canada Ltd.

"Background Intellectual Property (BIP)" means any intellectual property that a party owns or controls prior to, or outside of, this contractual agreement and that may be necessary to its related efforts. This includes any patents or pending applications, copyrightable materials, as well as other proprietary materials possessed by a party. Additionally, BIP could include any materials for which a party has a valid license from a third party to use for their activities.

"Oil sands" means the deposits of any mineable bitumen reserves held by the EPA Members worldwide.

"Arising Technology" means any and all scientific or technical results and all Intellectual Property and Research Results conceived, produced or developed from and during the course of provision of the Services, including, but not limited to, substances, methods, processes, formulations, formulae, technical or procedural information, data and data files, techniques, reports, studies, photographs, drawings, plans, specifications, models, machines, systems, prototypes, inventions, patterns, samples, hardware, software, designs, or know-how, whether or not protected or protectable by patent, copyright or trade secret law.

"Intellectual Property" means patents, copyrights, trade-marks, service marks, registered designs and applications for any of the for any of the preceding rights, trade and business names, unregistered trade-marks and service marks, database rights, rights in domain names, and rights of the same or similar effect or nature, in each case in any jurisdiction.

"Research Results” means all data and information created in the provision of the Services and includes, but is not limited to, substances, processes, formulations, technical information, data,
reports, photographs, drawings, plans, specifications, models, prototypes, inventions, patterns, samples, software designs, computer programs, databases or know-how, whether or not protected by patent, copyright, industrial design or rights of the same or similar effect or nature.

“Affiliate” means a Person that is affiliated with a Party for which the expression is being applied, and, for the purpose of this definition, a Person is affiliated with another Person if it directly or indirectly Controls or is Controlled by that other Person. Where two or more Persons are affiliated in the above manner at the same time with the same Person, they shall be deemed to be affiliated with each other for the purposes of this definition.

TERMS OF AGREEMENT

1. TERM

The Contractor shall provide the services (the “Services”) set out in Appendix 1 to the Company, as well as any other services the Company shall reasonably require, during the period from Month 1st, 201x to Month 30th, 201x (the “Term”), or until all of the deliverables set out in Appendix 1 have been earlier delivered or unless this Agreement is terminated or extended as set out herein. The Term may be extended by mutual agreement of the parties.

This Agreement may be terminated at any time and for any reason during the Term or any extension thereof by the Company providing the Contractor with 30 days advance written notice. If this Agreement is so terminated, the Company will pay the Contractor for the Services performed in accordance with this Agreement to the effective date of termination. Where any Services are not completed as of the date of termination or expiration of this Agreement, the Company may require the Contractor to complete the Services and this Agreement shall continue in full force and effect in respect of such Services until completion.

The Contractor will be in default of this Agreement if: (a) the Contractor ceases carrying on business; (b) a receiver, receiver-manager or trustee in bankruptcy is appointed on behalf of the Contractor or if the Contractor is assigned into bankruptcy or otherwise takes advantage of applicable laws available to insolvent debtors; (c) the Contractor’s property involved in the performance of its obligations under this Agreement is lawfully seized; or (d) the Contractor fails to fulfill one or more of its material obligations under this Agreement and fails to either remedy the default or commence with reasonable steps to cure it within five days of receiving written notice of the default from the Company. In the event the Contractor is in default of this Agreement, the Company by notice to the Contractor, with immediate effect, may terminate this Agreement regardless of the stage of completion of the Services, and the Company will be relieved of all further obligations except the obligation to pay the Contractor for the portion of the Services performed in accordance with this Agreement to the effective date of termination. If at the date of termination the Company has paid the Contractor an amount greater than that to which the Contractor is entitled under this section, the Contractor must promptly repay the surplus to the Company.

The terms and conditions in this Agreement take precedence over those that may appear in any Contractor’s proposal which may appear in Appendix 1 to this Agreement.

2. SERVICES

During the Term, the Contractor shall, in providing the services:
   a. perform the Services diligently, efficiently and carefully, in a good and professional manner;
b. provide an adequate staff of skilled and experienced professional personnel to perform the Services in a competent and timely manner; and

c. furnish all skills, labour, supervision, equipment, materials and supplies required for the Services.

The Contractor shall not subcontract or otherwise delegate any portion of the Services to any person without the prior written consent of the Company (EPA Director), which consent may be withheld in the sole and unfettered discretion of the Company.

3. INSURANCE

The Contractor shall, at its own expense, obtain and maintain, and require its subcontractors to obtain and maintain, with financially reputable insurers acceptable to the Company, licensed to do business in all jurisdictions where the Services are to be provided, at least the following insurance coverage:

(a) General Liability Insurance, with a limit of not less than $2,000,000, combined single limit per occurrence for bodily injury, death and property damage;

(b) Business Automobile Insurance covering the ownership, maintenance, or use of any owned, non-owned, leased or hired automobile with a limit of not less than $2,000,000 per accident for bodily injury, death and property damage; and

(c) Worker's compensation coverage or Employers Liability Insurance.

4. INDEPENDENT CONTRACTOR

The Contractor is and shall remain at all times an independent contractor and is not, and shall not represent itself to be, an agent, joint venture participant, partner, officer, director or employee of or with the Company or as being related to the Company in any way other than as an independent contractor. The Contractor agrees not to make any representations or engage in any acts which could establish an apparent relationship of agency, joint venture, partnership or employment with the Company. For greater certainty, the Company shall not be bound by any agreement, contract, representation or warranty made by the Contractor with any other person, firm or corporation or by any action of the Contractor. Nothing contained in this Agreement is intended to create nor shall be construed as creating an employment relationship between the Contractor and the Company. While the Company has the right to instruct the Contractor as to the results to be obtained, the Contractor has the complete control, supervision and direction of the method and manner of obtaining such results, and is responsible to the Company therefor.

The Contractor has sole responsibility, as an independent contractor, to comply with all laws, rules and regulations relating to the provision of Services, including without limitation, requirements under the Income Tax Act (Canada), the Employment Insurance Act (Canada), and the Canada Pension Plan Act. The Contractor shall be responsible for deducting any and all applicable federal and provincial taxes, deductions, premiums, and amounts owing with respect to those Fees paid by the Company and remitting such amounts to those governmental authorities as prescribed by law. As an independent contractor, the Contractor shall not be entitled to any employment related benefits, including without limitation, any payments under the Employment Standards Code (Alberta).

The Contractor shall have no claim or cause of action against the Company for any cause, matter or thing relating to an alleged employment relationship between the Contractor and the Company, including, without limitation, any claim for reasonable notice of termination, pay in
lieu of notice, termination, severance or vacation pay, expenses, bonus or incentive plan payments, profit sharing, stock options, overtime pay, or pension entitlements whether arising pursuant to statute, contract, common law or otherwise. This section 4 shall survive the termination of this Agreement and shall remain binding on the Contractor.

5. LIMITATION OF CONTRACTOR'S LIABILITY TO COMPANY

The Contractor shall be liable for and shall indemnify and hold harmless the Company and the EPA Members from and against all actions, injury, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of every kind and nature whatsoever, in respect of loss or damage to the property of the Contractor whether such property is owned, hired, leased or otherwise provided by the Contractor arising from or relating to the performance of the Services. The Contractor shall also be liable for and shall indemnify and hold harmless the Company and the EPA Members from and against all actions, injury, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses), costs, obligations and causes of action of every kind and nature whatsoever of any third party arising from or relating to the performance of the Services. The Contractor shall also be liable for and indemnify and hold harmless the Company and the EPA Members arising because or out of allegations that any Services, documents or recommendations provided by the Contractor (or use thereof) infringe upon any patent, copyright, industrial design or other intellectual property right held by a third party, including any liability attributed to the use of any material, equipment, process, method or device by the Company and/or the EPA Members if the use was initiated or recommended by the Contractor.

Neither party shall be liable to compensate or indemnify the other party for any indirect, special, consequential or punitive losses or damages, including any loss of profit, loss of revenue, loss of use, loss of business, or loss of goodwill, even if same arises wholly or partly through the negligence of such party.

6. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

The Contractor acknowledges and agrees that it may acquire, during the Term, Confidential Information of the Company and the EPA Members. The Research Results and project reports shall be Confidential Information of the EPA Members. Except as may be authorized in writing by the Company, the Contractor shall not use the Confidential Information for any purpose other than to enable the provision of the Services pursuant to this Agreement.

The Contractor acknowledges and agrees that in the event of a breach of confidentiality, the Company and/or the EPA Members may suffer irreparable harm for which damages would not be an adequate remedy and accordingly, the Company and/or the EPA Members will be entitled to equitable relief, including injunction and specific performance and the Contractor consents to any applications for such relief. Immediately following the termination or expiry of this Agreement, or at any other time requested by the Company, the Contractor must return to the Company all copies of any tangible items (other than this Agreement) which are or which contain Confidential Information and, at the Company's request, destroy all data which is or which contains Confidential Information.

The confidentiality and restricted use provisions of this section 6 shall not apply to any information:
i. now in the public domain or that becomes a part of the public domain, other than through an act of the Contractor or breach of this Agreement; or

ii. which the Contractor, in the reasonable opinion of its legal counsel, is required by law to disclose provided that the Contractor shall have promptly notified the Company and EPA Members of any such disclosure obligation prior to such disclosure and provided further that the Contractor shall have cooperated with the Company and EPA Members in all reasonable efforts to protect the information from such disclosure; or

iii. made available to the Contractor from a third party which is not prohibited from disclosing such information to the Contractor by a legal, contractual or fiduciary obligation; or

iv. which was rightfully in the possession of the Contractor prior to the date of disclosure of such information to the Contractor by the Company or the EPA Members.

Should the BIP of the Contractor be required in the provision of the Services, the Contractor shall and hereby does grant EPA Members and their Affiliates, a non-exclusive, royalty-free, fee-free, perpetual, unlimited and irrevocable, world wide right and license to use BIP in Oil sands in any manner whatsoever, save that access to the BIP of the Contractor shall be limited to and not extend beyond that information set out in Appendix 2 to the Agreement."

The Contractor will ensure that no further information than what is described above as the BIP and provided in Appendix 2 will be disclosed to the Company or the EPA members.

All right, title and interest in and to any Arising Technology and Intellectual Property therein made, created, generated or developed solely by the Contractor and/or its subcontractors (“Contractor-Owned Intellectual Property”) during the provision of services, shall be owned by the Contractor or its designee(s). The Contractor shall and hereby does grant, or shall obligate its designee(s) to grant, to the EPA Members and their respective Affiliates a non-exclusive, royalty-free, fee-free, perpetual, unlimited and irrevocable right and license to use the Contractor-Owned Intellectual Property in Oil sands, in any manner whatsoever.

All right, title and interest in and to any Arising Technology and Intellectual Property therein made, created, generated or developed jointly by the Contractor (and/or its subcontractors) and one or more of the EPA Members (and/or its subcontractors) (“Jointly-Owned Intellectual Property”) during the provision of services, shall be owned jointly by the Contractor or its designee(s) and the EPA Members. The Contractor shall and hereby does grant, or shall obligate its designee(s) to grant, to the EPA Members and their respective Affiliates a non-exclusive, royalty-free, fee-free, perpetual, unlimited and irrevocable right and license to use the Jointly-Owned Intellectual Property, in any manner whatsoever, to the extent of the interest of the Contractor and its designee(s) therein.

The Contractor agrees, and shall obligate its designee(s) to agree, to execute and deliver up all documents and take such further steps as may reasonably be required or considered advisable to evidence the transfer of any ownership interests or the license of any rights in and to the Arising Technology and/or Intellectual Property therein as provided for herein. The Contractor represents and warrants that it has the right to transfer any ownership interests or license any rights in and to the Arising Technology and/or Intellectual Property therein as provided for herein.

The Contractor must notify the Company promptly of any discovery or invention conceived of by the Contractor, its employees or subcontractors through the provision of the Services. Where the Research Results or the Arising Technology or any other deliverables generated pursuant to the provision of the Services contains copyrightable subject matter, the Contractor shall obtain a written and signed waiver of moral rights in such from each of the individuals involved in generating such, and shall promptly provide same to the Company.
7. CONFLICT OF INTEREST

The Contractor and the Company are aware of the potential for conflict of interest to arise with respect to the Contractor’s current and future agreements with other parties that may have contracts, memberships, and/or business relationships with the Company or the EPA Members. In conducting its work for the Company, the Contractor may become aware of information that could put it in a conflict of interest and therefore will need to declare such conflict in advance to the Company. The Contractor agrees not to use any such information to advance the Contractor’s business interests outside of the Company until the Contractor has declared a conflict of interest and then only if the Contractor has the Company’s permission to advance such business interests using such information.

8. FEES

The Company shall pay the Contractor in accordance with the fees schedule/rates set out in Appendix 1 and up to a maximum of $, excluding applicable taxes. All undisputed amounts will be paid as invoiced by the Contractor. The Contractor will provide details (hourly) as to the charges on each invoice and will invoice on a monthly basis. Final payment will be delivered upon receipt of the final report and approval of payment by the Monitoring Director. If the Company disputes any item in an invoice, the Company will not be obliged to pay the disputed item until the parties have resolved the dispute.

The contractor is to quote contract number: xxxxxxx on all invoices. All invoices are to be sent to accounting@cosia.ca. Please state the account balance on invoices.

9. REPORTING SCHEDULE

The Contractor is to meet with the EPA Director or his designate (Research Working Group representatives) every six months to provide project status report update along with a suitable written progress report (not less than 2 pages) to be approved by the EPA Director or his designate (Research Working Group representatives). The Company reserves the right at these meetings to cause and approve agreed to changes in the project plan and stop the project until such changes and any additional charges have been agreed to, or terminate the project as per Section 1. Reporting Format included in Appendix 3.

8. EXPENSES

The Company shall reimburse the Contractor for all reasonable and necessary travel, accommodation and other out-of-pocket expenses which the Contractor may from time to time incur in performing Services under this Agreement, provided that the Company receives proper receipts, vouchers, etc. to justify the expenses and, where possible, consents to such expenses in advance.

10. MISREPRESENTATION

The Contractor shall not at any time make any untrue statement in relation to the Company or any associated company, and in particular shall not after the termination of this Agreement hereunder wrongfully represent itself as being employed by or connected with the Company or any associated company.
11. CONTRACTOR'S OBLIGATIONS UPON TERMINATION

Upon the termination of this Agreement for any reason whatsoever, the Contractor shall immediately deliver up to the Company all Confidential Information and Company property, including without limitation documents, statistics, accounts, records, programs and other items of whatsoever nature or description which may be in the Contractor's possession or under the Contractor's control which relate in any way to the business or affairs of the Company or of any associated company and no copies of any such documents shall be retained by the Contractor. In those situations where the Contractor, as part of good business practices, retains a copy of certain items, the Contractor acknowledges that these documents and information contained therein are to be kept confidential.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof and sets out all the covenants, promises, representations, conditions and agreements between the parties in connection with the subject matter of this Agreement.

13. DATA PROTECTION

The Company reserves the right to collect, store and process personal data about the Contractor insofar as it is relevant to this Agreement and for six years thereafter. The Contractor hereby gives its consent to such collection, storage and processing.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of Alberta for all matters arising out of or relating to this Agreement.

15. LEGAL ADVICE

The Contractor acknowledges that the Contractor has read and understands the terms and conditions of this Agreement and that the Company has provided the Contractor a reasonable opportunity for the Contractor to obtain independent legal advice prior to execution of this Agreement.

16. ASSIGNMENT

The Contractor may not assign or transfer any or all of its rights or obligations under this Agreement, in whole or in part, to a third party without the prior written consent of the Company. The Company's consent to any assignment will not relieve the Contractor from its obligations for performance of this Agreement.

17. SURVIVAL

The covenants, conditions and provisions contained in the Agreement, including confidentiality obligations, audit rights, warranties and indemnities survive termination and expiry of the Agreement for the benefit of the party to whom they are given. In addition, the
expiry or termination of the Agreement does not discharge or release either party from any liability or obligation accrued at the time of such expiry or termination or continuing beyond or arising out of such expiry or termination.

18. COUNTERPART EXECUTION

This Agreement may be executed and delivered by the parties in counterparts (each of which will be considered for all purposes an original) and by facsimile and when a counterpart has been executed and delivered by each of the parties, by facsimile or otherwise, all such counterparts and facsimiles will together constitute one agreement.

19. REMEDIES

Any exercise by the Company of its rights under this Agreement will be without prejudice to any other rights or remedies available to the Company under this Agreement or otherwise.

Contractor Contact Person:

Name
Contact Information

SIGNED by xxxxxxxxxxxxx EPA Director (on behalf of the Company)

Signature:……………………………………………………………………

...

Date:……………………………………………………………………

....

SIGNED by xxxxxxxxxxxxxxxxxx Director (on behalf of the Company)

Signature:……………………………………………………………………

...

Date:……………………………………………………………………
SIGNED by __________________________ (on behalf of the Contractor)

Signature:…………………………………………………………………………………

Date:…………………………………………………………………………………………
APPENDIX 1

Description of Services
APPENDIX 2
APPENDIX 3

Report Format

Final project reporting format to be discussed between xxxxxxxxx, the EPA Director or his designate and approved for use by xxth, 20x.

The following interim reporting format is proposed:

- **COVER PAGE** including basic institutional and project identifying data
- **ACCOMPLISHMENTS** from past activity period and goals for the upcoming activity period
- **PRODUCTS** or outcomes from the activity such as technologies and publications
- **PARTICIPANTS** including all persons that have contributed significantly to the activity, their role, their activity and their funding support. This section also asks about collaborators, including foreign collaborators
- **IMPACT** of the project and major contributions: e.g. to the discipline, human resources (e.g. teaching, training), public knowledge, social conditions
- **CHANGES** to the project: delay in plans, changes in approach, compliance (animal use, human subject involvement, biohazards), project expenditures
- **OTHER PROJECT IMPACTS** including anything not already covered that is significant
- **BUDGET Comments** – provide comments as to whether the project is under budget, on budget or over budget.