

AER SERVICE AGREEMENT

AER SERVICE AGREEMENT # :	(AGREEMENT # REQUIRED ON ALL INVOICES)
----------------------------------	---

This Service Agreement is between The Alberta Energy Regulator (the "AER", "we", "us", "our" as applicable) at the following address: Suite 1000, 250 – 5 Street SW Calgary, Alberta T2P 0R4	AND (the "Contractor", "you", or "your" as applicable) at the following address:
--	---

For SAMPLE Only

CONTRACTOR CONTACT INFORMATION		LEGAL IDENTITY OF CONTRACTOR	
Contact Name		Corporation	<input type="checkbox"/>
Telephone	() -	Professional Corporation	<input type="checkbox"/>
Fax	() -	Sole Proprietor/Partnership (S.I.N. required)	<input type="checkbox"/>
E-mail		Non-Resident	<input type="checkbox"/>

AER CONTACT INFORMATION <i>(for invoices)</i>		AER CONTACT INFORMATION <i>(for all notices to the AER and questions regarding the agreement)</i>	
Contact Name		Contact Name	AER Procurement
Telephone	() -	Telephone	() -
Fax	() -	Fax	
E-mail		E-mail	procurement@aer.ca

BACKGROUND AND AGREEMENT

The parties acknowledge that this AER service agreement is the product of the AER's request for proposals process "_____ (the RFP), pursuant to which the Contractor's proposal dated _____ (the Proposal), was evaluated by the AER as the preferred response to the RFP and the Contractor was selected by the AER to provide the services described in the RFP and in the Proposal, all as more fully described in this AER service agreement and any attachments or related documents or agreements referred to herein.

Notwithstanding section 47 of Part G of this AER service agreement, the parties agree that the entire agreement between them is set out in this agreement, including Parts A, B, C, D, E, F, and G hereof, and any attachments hereto or other documents that the parties have indicated form part of this AER service agreement,

AND in the documents relating to the RFP process, namely:

1. the RFP and any clarifications or modifications thereof; and
2. the Proposal.

If there is a conflict between provisions in any of the foregoing documents, the conflict shall be resolved according to the following hierarchy:

- provisions of this AER service agreement shall prevail over all others, and
- specific provisions of the RFP shall prevail over general provisions in any other document (including without limitation the Proposal) except only for provisions in this AER service agreement.

<p>SIGNED on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Date: _____</p> <p>Position/Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Date: _____</p> <p>Position/Title: _____ (print)</p>	<p>SIGNED on behalf of the AER by its duly authorized representative (s)</p> <p>Signature: _____</p> <p style="text-align: center; font-size: 2em; font-weight: bold; color: black;">For SAMPLE Only</p> <p>Position/Title: _____ (print)</p>
---	--

PART A - SERVICES
<p>A description of the services to be provided has been agreed to by the AER and the Contractor and forms an Attachment to this agreement entitled 'Attachment 1: Statement of Work'.</p> <p>The services are to be provided by the following individual(s):</p> <p>The term of this agreement is from _____ to and including: _____</p>

PART B - FEES AND EXPENSES
<p>Payment for services is as follows:</p> <p>a) Single, fixed fee amount of _____ OR,</p> <p>Per diem rate _____ /hr to a daily maximum of _____ /day for _____ hrs/day OR,</p> <p>As follows:</p> <p>b) Maximum amount payable (including reimbursement for expenses) shall not exceed _____</p> <p>c) Invoices are to be issued after receipt of the service and are to be submitted monthly <input type="checkbox"/> OR one time only <input type="checkbox"/></p> <p>d) Invoices must include (and be sent to) the name of the AER contact for invoices as indicated on page 1.</p> <p>e) Expenses incurred in addition to fees for Services shall be paid provided that the AER has authorized the expense in advance and that each expense is supported by receipts.</p> <p>Unless otherwise agreed upon, reimbursement for travel and subsistence is as follows:</p> <ul style="list-style-type: none"> • Mileage - \$0.55 per km • Travel time - \$30 per hour • Meal Allowance - \$57 per day max • Overnight accommodation - \$220 per day max (includes daily transportation expenses)* <p>* Daily cost of taxi fare / public transportation to and from accommodation incurred in relation to Service delivery plus daily cost of accommodation will be reimbursed to a maximum aggregate amount of \$220.</p>

PART C - INSURANCE

Contractor is responsible for maintaining and paying for insurance as indicated during the term of the agreement and any amendments to this agreement. Contractor must provide 30 days notice of cancellation in the event that insurance coverage is cancelled. *Certificates of insurance (provided by insurance company) stating limits of coverage and expiry dates must be provided to the AER prior to signing of the agreement and thereafter upon request by the AER.*

- General Liability Insurance (in accordance with the Alberta Insurance Act) in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, and non-owned automobile liability.*
- Automobile Liability Insurance in an amount of not less than \$2,000,000 for Contractor's vehicles used in performance of the Services.*
- Professional Liability Insurance in an amount not less than \$1,000,000 for liability arising out of a professional's errors or omissions.*

For SAMPLE Only

PART D - WORKERS' COMPENSATION INSURANCE

The following statement indicates the Contractor's standing with the Workers Compensation Board (WCB) during the term of the agreement and any amendments to this agreement.

- Contractor has an account in good standing (WCB-Alberta clearance certificate must be provided to the AER prior to signing of the agreement and thereafter upon request by the AER).
- Contractor is operating as a sole proprietor/partnership without a WCB account and has purchased Personal Coverage from the WCB (Proof of Personal Coverage must be provided to the AER prior to signing of the agreement and thereafter upon request by the AER).
- Service to be provided is listed as an exempt industry by the WCB (letter of confirmation from the WCB must be provided to the AER prior to signing of the agreement and thereafter upon request by the AER).

PART E - CONFLICT OF INTEREST

The Contractor and the Contractor's employees and subcontractors providing the Services under this agreement:

- a) shall conduct their duties related to the agreement with impartiality, and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question;
- b) shall not influence, seek to influence, or otherwise take part in a decision of the AER, knowing that the decision might further their private interests;
- c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance or their duties related to the agreement, that causes, or would appear to cause, a conflict of interest;
- d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to the agreement, and if such financial interest is acquired during the term of the agreement, the Contractor shall promptly declare it to the AER; and
- e) shall, prior to entering into this agreement, disclose to the AER:
 - any business relationship that the Contractor or any of its related parties (i.e. persons who have a material ownership interest in the Contractor, or are directors or officers of the Contractor) has with any AER personnel,
 - the name of any AER personnel who is a relative of the Contractor or any of its related parties, and
 - the name of any AER personnel with whom the Contractor or any of its related parties is connected by frequent or close association.

Any relationships disclosed under subparagraph e) hereof shall be reviewed by the AER for a determination whether the AER can accept the Contractor as a provider of the Services. If, during the course of this agreement, a previously undisclosed relationship as described in e) above arises between any AER personnel and the Contractor or the Contractor's employees providing the Services, that relationship must immediately be disclosed in writing to the AER. The AER shall have the right to terminate this agreement if it determines (acting reasonably) that the relationship gives rise to an unacceptable conflict of interest.

Any material breach of these conflict of interest clauses constitutes sufficient grounds for termination of the agreement by the AER in its sole discretion.

PART F – AER CONFLICT OF INTEREST POLICY REQUIREMENTS

- a) The nature of the services provided by this agreement require the individual(s) named in section a) of Part A to comply with the AER Conflict of Interest Policy and Procedure as it applies to ownership and divesting of specific financial assets.
- Yes No (must be waived by the AER Ethics Committee)

For SAMPLE Only

- b) If the response from above is 'yes', the Contractor must complete the following section:

Each individual named in Part A is required to divest financial interests (as specified in section 12 of the AER Conflict of Interest Policy and Procedure) on or before the date that marks 24 months of services (continuous or otherwise) within a 48 month period starting with the first agreement with the AER after 31 March 2005.

The time period of this agreement (plus any previous agreements dated after 31 March 2005):

- Exceeds the specified time limit as described in b), above, therefore divesting of financial assets as specified by Section 12 of the AER Conflict of Interest Policy and Procedure is required.

Refusal to divest interests as required may result in the termination of this agreement and/or refusal by the AER to enter into future agreements.

- Does not exceed the time limit as described, therefore divesting of financial interests (as specified by Section 12 of the AER Conflict of Interest Policy and Procedure) is not required for this agreement.

The AER Conflict of Interest Policy and Procedure can be viewed in the 'About Us - Governance' section of the AER web-site: (www.aer.ca)

PART G - TERMS AND CONDITIONS

CONTRACTOR'S OBLIGATIONS

1. You must provide the services as described in the Attachment referred to in Part A (Services) in accordance with this agreement. You must provide the Services during the term described in Part A, regardless of the date of execution or delivery of this agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this agreement.
3. Unless otherwise specified in this agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that you and all persons you employ or retain to perform the Services comply with all relevant health and safety policies of the AER the Occupational Health & Safety Act and all applicable regulations thereunder, when on AER or Government of Alberta premises and that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this agreement, you may determine the manner in which the instructions are carried out.
6. You must fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content and for a period satisfactory to us. We reserve the right to take copies and extracts from such accounts, records or documents at any time.
8. You must permit us at all reasonable times to inspect and copy all material that has been produced or received by you or any subcontractor as a result of this agreement ("Material"), including, without limitation, accounting records, findings, software, data, specifications, drawings, reports, and documents, whether complete or not.
9. You must treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law. You must not solicit, procure, or receive from the AER or the individuals that you employ or retain to provide services to the AER, commercial, financial, technical, or otherwise sensitive information of or about third parties, including without limitation, charge out rates or fees schedules of any third parties. You will notify AER immediately if you receive, share or disclose such Material, and will comply with any direction of the AER in relation to that Material. You further agree that you will make the individuals you employ or retain to provide services to the AER aware of this requirement in advance of providing the Services.
10. The Material and any property we provide to you or a subcontractor is our exclusive property unless otherwise provided in this agreement. You must deliver it to us immediately upon our request.
11. You shall not originate publicity, news releases, public statements or announcements, relating to the Services or this agreement, without the prior written consent of the AER, which consent may be arbitrarily withheld.
12. The copyright in the Material belongs exclusively to us. Upon our request, you must deliver to us documents satisfactory to us waiving in our favour all rights (including moral rights) which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright to us.
13. You must maintain insurance on the terms outlined in Part C, as modified from time to time in accordance with our directions. You must maintain Workers Compensation Insurance during the term of the agreement subject to the declaration in Part D.

You must notify us immediately of any changes in your standing with the Workers Compensation Board or if you cease maintaining Workers Compensation Insurance as required under this agreement

14. You must apply for and, immediately on receipt, remit to us any refund or remissions of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this agreement.
15. You must comply with all applicable laws.
16. You must indemnify and save us harmless from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
17. We shall not be liable or responsible for death, bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor or any of the Contractor's employees, subcontractors or other representatives relating to the performance of the Services. It shall be the sole responsibility of the Contractor to decide whether or not any insurance coverage, in addition to that required by this agreement, is necessary for its own protection or to fulfill its obligations under this agreement. All insurance policies shall be provided and maintained by the Contractor at its own expense.
18. You must not assign any of your rights under this agreement without our prior written consent.
19. You must not subcontract any of your obligations under this agreement other than to persons listed in Part A without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted obligations.
20. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
21. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
22. You must not commit or purport to commit us to pay any money unless specifically authorized to do so.
23. You acknowledge that the *Freedom of Information and Protection of Privacy Act* (FOIP) applies to all information, documents, data and other records (collectively the "Material") transferred to you or collected, created, or stored by you in relation to this agreement. If you receive a demand for any of the Material and the disclosure by you of such Material is not expressly authorized under this agreement, you will: (a) immediately notify the AER of the demand and forward a copy of the demand to the AER (unless prohibited by Alberta law); and (b) not disclose the Material or part thereof unless directed by the AER to do so, provided, however, that you may disclose any information that you are required to disclose pursuant to the order of a court or other authority under the laws of Alberta or the laws of Canada in force in Alberta. In that case you must advise the AER of the disclosure immediately upon receipt of the demand therefor, or as soon thereafter as is reasonably practicable and permitted by law.
In this agreement, "personal information" has the meaning given to it in the FOIP. You agree that in relation to this agreement you will:
 - a) not collect or use personal information unless the information is needed for you to perform this agreement;
 - b) protect personal information in your custody or control by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, and disaster; and
 - c) restrict access to any personal information to those persons who need access to the information in order for you to be able to perform this agreement, or otherwise as the AER may direct or permit you to allow access to the information.
24. You must comply with all security policies, procedures and regulations in effect when using AER premises and/or property.
25. If indicated in the response to question a) of Part F, you and all your employees, subcontractors and agents must comply with section 12 of the AER Conflict of Interest Policy and Procedure (Conflict Policy) and disclose all assets and/or interests referenced in section 12.1 of the Conflict Policy that are directly or indirectly owned by you, your spouse or minor children and, if applicable, you must divest of all assets/interests as required under section 12 of the Conflict Policy.

PAYMENT

26. Subject to sections 29 and 30 of this agreement, if you comply with this agreement, we must pay you
 - a) The fees described in Part B, and
 - b) The expenses, if any, described in Part B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Part B on account of fees and expenses.
27. In order to obtain payment of any fees and expenses under this agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Part B. If proper receipts for expenses are not provided we may at our discretion a) return the invoice to you and refuse to make payment on the invoice until it has been corrected and resubmitted with the proper expense receipts; or b) deduct from invoice payment an amount equal to the expenses for which proper receipts have not been provided. *Please include the AER contact name (invoices) as indicated on page one on all documents requesting payment.*
28. Unless otherwise specified, payment terms are net 30 days from date of invoice (provided date of receipt is within 5 days of the invoice date). During the term of this agreement the AER may, at its discretion, seek Electronic commerce and payment alternatives.
29. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provisions of the Services.
30. As security for the obligation of the Contractor to perform services in accordance with the terms and conditions of the agreement and any Statement of Work (SOW) under the agreement, the AER may, at any time, withhold from amounts otherwise payable to the Contractor an amount not to exceed ten (10) percent of the estimated or actual total fees and expenses of the Contractor for services provided or to be provided under an SOW. Such holdback shall be held by the AER until such time as it determines, acting reasonably and in consultation with the Contractor, that the services have been performed and completed in accordance with the terms and conditions of the agreement and the applicable SOW. Upon such determination being made and upon receipt by the AER of a final claim for payment from the Contractor for services delivered under the applicable SOW, the holdback amount will be paid (without interest) to the Contractor in accordance with the payment provisions in the agreement. If the services have not been performed and completed to the AER's satisfaction and a final claim for payment of the holdback is not received by the AER from the Contractor within one hundred and eighty (180) days from the date of the holdback, the AER may retain the holdback amount.

For SAMPLE Only

31. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.
32. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Part B and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

33. We may terminate this agreement
 - a) for your failure to comply with this agreement, immediately on giving written notice of termination to you, or
 - b) for any other reason, on giving at least 10 calendar days' written notice of termination to you.

If we terminate this agreement under paragraph b), we must pay you that portion of the fees and expenses described in Part B which equals the portion of the Services that was completed to our satisfaction and delivered to us before termination. That payment discharges us from all liability to you under this agreement.

You may terminate this agreement in full or in part provided that we have given prior written consent to such termination and noting that we are under no obligation to provide such consent.

34. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

GENERAL

35. You are an independent contractor and not our employee, agent, or partner.
36. If you are a corporation, partnership or other non-individual, you represent and warrant to us that the persons signing this agreement on your behalf are duly authorized to enter into and execute this agreement on behalf of the Contractor.
37. You have authorized the signatory or signatories who have signed this agreement on your behalf to enter into and execute this agreement on your behalf and without affixing your corporate seal.
38. This agreement may be executed in counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
39. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
40. This agreement is governed by and is to be construed in accordance with the laws of Alberta.
41. Time is of the essence in this agreement.
42. Any notice to the Contractor contemplated by this agreement, to be effective, must be in writing and,
 - a) sent by fax to the Contractor's fax number specified on page 1 of this agreement;
 - b) delivered by hand to the Contractor's address specified on page 1 of this agreement; or
 - c) mailed by prepaid registered mail to the Contractor's address specified on page 1 of this agreement.

For SAMPLE Only

Any notice to the Contractor mailed in accordance with paragraph c) is deemed to be received 96 hours after mailing. The Contractor may give notice to the AER of a substitute address or fax number from time to time.

43. Any notice to the AER contemplated by this agreement, to be effective, must be in writing and,
 - a) sent by fax to the designated AER contact person for notices at the fax number specified on page 1 of this agreement and to AER General Counsel at 403-297-7031; or
 - b) delivered by hand to the designated AER contact person for notices and to AER General Counsel at the address specified on page 1 of this agreement; or
 - c) mailed by prepaid registered mail to and received by i) the designated AER contact person for notices; and ii) AER General Counsel at the address specified on page 1 of this agreement.

The AER may give notice to the Contractor of a substitute address or fax number from time to time.

44. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
45. No modification of this agreement is effective unless it is in writing and signed by the parties.
46. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
47. Sections 6 to 12, 14, 16, 23, 26, 27, 29, 30, 31, 40, and 55 continue in force, even after this agreement ends.
48. The Attachments form part of this agreement.
49. If there is a conflict between a provision in an Attachment to this agreement and any other provision of this agreement, the provision in the Attachment is inoperative to the extent of the conflict unless a Part of this agreement states that the provision in the Attachment operates despite a conflicting provision of this agreement.
50. In this agreement, the words "we", "us", and "our" refer only to the AER, its agents, appointees, employees, and contractors. These words never refer to the combination of the Contractor and the AER; the combination is referred to as "the parties".
51. This Agreement may be assigned or transferred by us in whole or in part at any time during the term described in Part A of this Agreement without your consent and without further modification to this Agreement.
52. Subject to section 18, the terms and conditions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors, transferees, and assignees.
53. Planned absences (by the individuals identified in Part A) of 3 consecutive working days or longer, during the term of this agreement, require 7 days notice.
54. The AER may request additional Services in relation to this Agreement and Contractor shall provide a quote for the Services within a reasonable period of time. Should the Parties agree on such additional Services, additional SOWs may be added to this Agreement which will form Attachments to and be governed by the terms and conditions of this agreement.
55. In the event of any dispute or difference arising in connection with the agreement, the parties' respective senior representatives will, within ten (10) days after receipt of a written request from either party to the other, enter into good faith discussions and use their best efforts to resolve the dispute without recourse to legal proceedings. If the dispute or difference is not resolved within thirty (30) days after the start of such discussions, any dispute or difference between the parties may be referred to the Alberta courts unless, within that period, they agree to refer the matter to arbitration under the Arbitration Act of Alberta.