



CEMA Contract No: XXXX-XXXX

CONTRACT TITLE: XXXXX

WORK GROUP NAME: XXXX
(Hereinafter called "TKWG")

THIS AGREEMENT MADE BETWEEN:

Cumulative Environmental Management Association – Regional Municipality of Wood Buffalo
(Hereinafter called "CEMA")

and

XXXXX
(Hereinafter called the "Contractor")

SERVICES CONTRACT

WHEREAS CEMA requires certain services to be performed by the Contractor, the particulars of the services are outlined in Schedule "A" to this Contract;

AND WHEREAS the Contractor has agreed to provide the said services;

NOW THEREFORE CEMA and the Contractor agree as follows:

DEFINITIONS

1. The following terms used in this Contract shall have the following meanings:
 - (a) "Services" shall mean the tasks and work to be performed by the Contractor as specified in Schedule "A" to this Agreement;
 - (b) "Contract Information" shall mean any information, data, programs and products provided by CEMA to the Contractor;
 - (c) "Contract Property" shall mean any and all information, data, programs, reports and products developed by or on behalf of the Contractor while performing the Services under this Agreement;
 - (d) "Scientific Contact" means the person designated by CEMA in Schedule "B" as its representative for technical review of the Services and Contract Property provided by the Contractor under this Agreement; and
 - (e) "Contractor" shall mean the person or entity contracting with CEMA in the provision of Services as designated above.

SERVICES/SCOPE OF WORK

2. The Contractor shall commence the Services on XXXXX or as soon thereafter, as required by CEMA and shall complete the Services on or before XXXXX (the "Term").
3. The Contractor shall provide the Services in accordance with the schedule and time frames specified in Schedule "A" to this Contract.
4. The Contractor shall provide the Services using the normal standard of professional workmanship and scientific methodology.
5. CEMA shall have the right to reject at any time any employees of the Contractor or its subsidiaries, affiliates or assigns whose qualifications, in CEMA's sole judgment, do not meet the standards required for the Services to be provided. Without restricting the generality of the foregoing, the Contractor shall only use the key personnel that may be specified in Schedule "A" to this Contract in providing the Services.
6. Unless otherwise specified in Schedule "A" to this Contract, the Contractor shall provide, at its own expense, all qualified personnel, facilities and equipment necessary to perform all of the Services. If CEMA agrees to provide to the Contractor or to reimburse the Contractor for any special tools or equipment necessary for the Contractor to

CEMA CONTRACT: XXXXX

CONTRACT TITLE



provide the Services, such special tools or equipment shall remain the property of CEMA and the Contractor shall deliver the special tools or equipment to CEMA in good condition at the completion or termination of this Contract.

7. The Contractor agrees that at any time during the Term of the Contract or after its completion or termination, CEMA's Scientific Contact or other individuals on behalf of CEMA, may review any Contract Property and Services provided by or on behalf of the Contractor or conduct a technical review of the Contract Property. The Contractor shall cooperate fully with the Scientific Contact or any other person acting on behalf of CEMA and shall provide and make available to the Scientific Contact or other authorized representative of CEMA, all information, data, and reports and shall permit access to the Contractor's personnel as may be requested by the Scientific Contact or other authorized representative of CEMA, with respect to their review of the Services provided and the Contract Property. If the Contractor incorporates any changes to the Contract Property or Services that are suggested by or on behalf of CEMA, the Contractor shall nevertheless be solely responsible for the content, accuracy and completeness of the Contract Property and Services provided.
8. The Contractor shall not assign all or any part of this Contract or subcontract any of the Services without the prior written consent of CEMA, which consent may be arbitrarily withheld.

PAYMENT

9. The total maximum amount to be paid by CEMA for the provision of Services pursuant to this contract is specified in Schedule "B" to this Contract. The Contractor shall not render invoices to CEMA which in total exceed the total maximum amount.
10. Any invoices rendered by the Contractor from time to time to CEMA for Services pursuant to this contract shall be written in compliance with Schedule "B", in both form and content.
11. When the Contractor, in carrying out duties and obligations under the Contract, purchases products or services or incurs other expenses including, but not limited to; travel costs, such as meals, taxis, hotel, mileage and technical, professional and administrative hourly costs, and miscellaneous costs, the Contractor is entitled to be reimbursed upon proper invoicing, no more than the amount actually paid by the Contractor at the time of incurring the expense. Invoices must comply with the CEMA Expense Guidelines – Appendix III.
12. Subject to the results of any review of the Services provided or of the Contract Property by the Scientific Contact or other authorized representative of CEMA, CEMA shall pay the invoice of the Contractor within 30 days of receipt of the invoice.

INDEPENDENT CONTRACTOR

13. The Contractor is an independent contractor with respect to CEMA and is responsible for the instruction, management and control of its employees and agent. This Contract shall not render the Contractor an employee, partner, agent or joint venturer with CEMA for any purpose. Without restricting the generality of the foregoing, CEMA shall not be responsible for withholding taxes, employment insurance premiums or Canada Pension Plan premiums with respect to the consideration paid to the Contractor and the Contractor shall have no claim against CEMA for vacation pay, sick leave, retirement benefits, workers compensation premiums or benefits, health or disability benefits or employee benefits of any kind whatsoever.

CONFLICT OF INTEREST

14. The Contractor shall not perform any services for any person during the Term of this Contract where the performance of those services may or does result in a conflict of interest between the obligations of the Contractor to CEMA and the obligation of the Contractor to that other person.

STATUTE AND REGULATIONS

15. The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction which are, or come into force during the performance of this Contract and which relate to the Services provided.
16. Without restricting the generality of the foregoing, the Contractor shall comply with the Canadian Environmental Protection Act, S.C. 1999, c.33, and the Environmental Protection and Enhancement Act, R.S.A. 2000, c. E-12 and all associated regulations and any amendments thereto, and the Contractor shall be liable for any breaches thereof.

PROPERTY RIGHTS

17. CEMA is the sole owner of any patent, copyright, trademarks and all other intellectual and industrial property rights relating to the Contract Property and the Contractor hereby makes all assignments necessary to accomplish the



foregoing ownership.

18. The Contractor shall provide CEMA with copies of the Contract Property at any time upon request by CEMA and in any event, upon completion or termination of this Contract. If the Contract is such that datasets are developed by the Contractor in the course of the project, Appendix I – Contract Property Datasets is applicable.
19. The Contractor shall maintain the Contract Information and the Contract Property in strict confidence and shall not disclose the same to any person unless:
 - (a) The Contract Information or Contract Property is in the public domain or is required by some other person in order to perform the Services; or
 - (b) CEMA has authorized its disclosure in writing.
20. All Contract Information given to the Contractor by CEMA and all Contract Property are the property of CEMA. The Contractor shall return all Contract Information to CEMA upon completion or termination of this Contract.
21. The Contractor shall keep all documents/data respecting the Services for at least one year after the completion or termination of this Contract. CEMA shall be entitled to inspect and copy the documents, at any time, upon 30 days notice to the Contractor of CEMA's intention to do so. The Contractor shall provide CEMA with, at least, 30 days written notice of its intention to destroy these documents.

INDEMNITIES AND INSURANCE

22. The Contractor shall be responsible for and indemnify and save CEMA harmless from all claims, losses and damages, including all costs on a solicitor/client basis, which relate to or arise out of negligent acts, errors and omissions of the Contractor or its agents in providing the Services.
23. The Contractor represents and warrants that the Services provided and the Contract Property do not and will not infringe upon or violate a patent, copyright, license or other property or proprietary right held, or misappropriate a trade secret or other property right claimed by any third party. The Contractor shall indemnify and hold CEMA harmless from all claims, losses and damages, including costs on a solicitor/client basis, which relate to the Contract Property infringing on any patent, copyright, license or other property right or proprietary right of any third party.
24. The Contractor shall indemnify CEMA for any claims made against CEMA, or loss, damages or costs suffered by CEMA, its agents and employees, resulting from the use or disposition of the Contract Property by the Contractor.
25. a) The Contractor shall provide, maintain, and pay for Commercial General Liability Insurance, identifying CEMA as an additional insured, and Professional Liability Insurance, with limits, per occurrence, of not less than the amount specified in Schedule "B", Part "C" of this Contract.
 - b) Both the Commercial General Liability Insurance and the Professional Liability Insurance specified in clause a) shall be in force from the date of commencement of the Services until the date that the Services provided under the Contract are complete to the satisfaction of CEMA, unless otherwise provided for in Schedule "B", Part "C".
 - c) Notwithstanding any other provision of this Agreement, the aggregate liability of the Contractor, for the Services provided pursuant to this Agreement, shall not exceed the amount specified in Schedule "B", Part "C" of this Agreement.
 - d) Prior to the commencement of any provision of Services pursuant to the Contract, the Contractor shall promptly provide CEMA with confirmation of coverage. If required by CEMA, the Contractor shall provide CEMA with a certified copy of the certificate of insurance, executed by an authorized representative of the Contractor's insurer, together with copies of any and all amending endorsements, which certificate shall provide at least 14 days notice to be given to CEMA prior to the cancellation or modification of any insurance referred to therein.

DEFAULT AND TERMINATION OF AGREEMENT

26. If the Contractor anticipates a delay in the delivery of the Contract Property, it shall immediately notify CEMA in writing with full particulars of the delay. Both parties shall make every reasonable effort to mitigate or overcome the effects of any delay. However, if the Contract Property is not delivered on time, CEMA may, without prejudice to any of its other rights or remedies, reduce or set off against the amounts owed to the Contractor under this Contract an amount sufficient to compensate CEMA for the delay in delivery of the Contract Property. Where the delay is due to events within the Contractor's control, or the Contractor's negligence, the Contractor shall pay to CEMA five percent by way of penalty for every day the Contractor is late in completing the delivery of the Contract Property.
27. If delivery of the Contract Property is expected to be delayed as a result of an event or circumstances beyond the control of the Contractor, and which the Contractor could not have anticipated or avoided, the Contractor may seek



an extension of the time for delivery of the Contract Property.

28. If the Contractor seeks an extension of time, CEMA and the Contractor shall make every reasonable effort to come to an agreement respecting the date for delivery of the Contract Property, failing which, CEMA shall establish the new time frame for delivery of the Contract Property that is reasonable in the circumstances.
29. If the Contractor is in breach of this Contract, CEMA may, without prejudice to any of its other rights or remedies, give the Contractor seven days written notice to remedy the breach. If the Contractor fails to remedy the breach within the seven day notice period, CEMA may immediately terminate this Contract upon written notice of the termination to the Contractor. Upon termination, CEMA shall pay the Contractor all amounts due for Services provided prior to termination provided that any rights or remedies that CEMA may have for breach of this Contract shall survive its termination.
30. If CEMA decides at any time not to proceed with any project in respect of which the Services are being performed, CEMA may terminate this Agreement upon 30 days written notice to the Contractor and CEMA shall only be liable for payment of those invoices of the Contractor representing Services provided up until the effective date of termination, provided that the total of such invoices does not exceed the total maximum amount of the Contract as outlined in Schedule "B".

NOTICES

31. All notices shall be given in writing to the address for service specified in Schedule "B" by prepaid registered mail, personal delivery, email, or by fax transmission. A notice delivered by prepaid registered mail shall be deemed to have been received on the fifth business day following the date of posting. A notice by personal delivery, email or fax transmission shall be given between 8:00 a.m. to 4:30 p.m. Monday through Friday, excepting Statutory Holidays and shall be deemed to have been received immediately upon its successful transmission, if by email or fax, or upon delivery of the notice, if by personal delivery. Either party may change the address for service of notices by providing the change of address to the other party, in writing.

APPLICABLE LAW

32. Any disputes arising out of or in connection with this Contract shall be resolved by arbitration pursuant to the *Arbitration Act of Alberta*.
33. The Contract shall be governed by and interpreted in accordance with the laws of the Province of Alberta. The Courts of the Province of Alberta shall have exclusive jurisdiction over any action arising under or out of this Contract.

GENERAL

34. The terms of this Contract shall survive its completion or termination.
35. Notwithstanding any extensions of time or indulgences provided for herein, time shall be of the essence of this Agreement.
36. Any failure by CEMA to enforce or require the strict performance of any of the provisions of the Contract shall not constitute a waiver of those provisions and shall not affect or impair those provisions or any right CEMA has at any time to avail itself of any remedies CEMA may have for breach of those provisions or to require the Services to be performed in accordance with the Contract.
37. The recitals and attached Schedules "A" and "B" are incorporated into and form part of this Contract.
38. This Contract, including the attached Schedules, forms the entire agreement between the parties and there are no other agreements, representations, warranties or collateral agreements, whether written or oral between the parties. No amendments to this Contract shall be binding upon the parties unless agreed to in writing.
39. The headings and notations are for ease of reference only and shall not affect the interpretation or scope of this Contract.
40. Each provision of this contract is severable. If any provision of the Contract is or becomes illegal, invalid or enforceable, the illegality, invalidity or unenforceability of that provision shall not affect the legality, validity or enforceability of the remaining provisions of this Contract.
41. This Contract shall endure to the benefit of and be binding upon the heirs, executors, administrators, successors; trustees, and assigns of the respective parties.
42. This Contract is to be read with all changes of member or gender as required by the context.



DATED this xxx day of xxxx, A.D. 2011

**Cumulative Environmental Management
Association - Regional Municipality of Wood Buffalo**

Per: _____

Per: _____

Consultant

Per: _____

Witness for Contractor



SCHEDULE "A"

CONTRACT TITLE: **XXXXX**

This is Schedule "A" to the Agreement dated **xx** day of May, 2011 made between:

Cumulative Environmental Management Association – Wood Buffalo Region
(Hereinafter called "CEMA")

and

XXXXX
(Hereinafter called the "Contractor")

PART A TERMS OF REFERENCE/SCOPE OF WORK

INTRODUCTION

CEMA is a multi-stakeholder society that is a key advisor to the provincial and federal governments committed to respectful, inclusive dialogue to make recommendations to manage the cumulative environmental effects of regional development on air, land, water and biodiversity. CEMA is governed by approximately 50 members, representing all levels of government, industry, regulatory bodies, environmental groups and Aboriginal groups.

BACKGROUND

Provide information regarding the background of the project, purpose, etc.

SCOPE OF WORK

Describe the goals of the contract.

DELIVERABLES

Provide information on the expected contract products (e.g. Report, Database, Workshop, etc)

COST ESTIMATE

The Contractor estimates the cost of the proposed project to be **\$xxxx**, plus GST/HST of **\$xxx** for a total budget of **\$xxxxx**.

Insert detailed project budget table.

PROJECT SCHEDULE

The schedule for the implementation of the project is as follows:

1. Contract Initiation – **xxxx**
2. Review of detailed outline (3-4 pages) – **xxxx**
3. Review of rough draft – **xxxx**
4. Review of final draft – **xxxx**
5. Completion of Contract – **xxxx**

REPORTING REQUIREMENTS

During contract term:

1. A brief status report, in letter format, is to be provided to the Program Administrator on a monthly basis following the contract start date, as per Schedule B, Part B-7.
2. An electronic copy of the draft report to be emailed to the Program Administrator.

Upon contract completion provide the following to the Program Administrator:

1. Two CDs (of archive quality**), each containing a PDF and MS Word format copy of the document. Both CDs should include all maps and data files*



2. Two colour hard copies of the report – one bound, one unbound.
 3. Completed CEMA Scientific Summary template (Appendix II)
 4. All data products, spatial and otherwise, are to be submitted in a CEMA standard format (see Appendix I).
- *Please note: The files must be unprotected and unsecured.
** For details on archive quality CDs and DVDs please see:
<http://www.cci-icc.gc.ca/publications/notes/19-1-eng.aspx>

PAYMENT SCHEDULE

The Contractor will provide monthly progress reports and invoices as outlined in Part “B” of Schedule “B”.

PART B EQUIPMENT/TOOLS TO BE PROVIDED BY CEMA

N/A

PART C KEY PERSONNEL OF CONTRACTOR

Name
Title
Address
Address
Phone: xxxx
Fax: xxxx
Email: [xxxx](#)



SCHEDULE "B"

CONTRACT TITLE: **XXXXX**

This is Schedule "B" to the Agreement dated **xx** day of **xxxxx**, 2011 made between:

Cumulative Environmental Management Association – Wood Buffalo Region
(Hereinafter called "CEMA")

and

XXXXX
(Hereinafter called the "Contractor")

PART A TOTAL MAXIMUM AMOUNT OF CONTRACT

Specify:

Base Amount of Contract:	\$ xxxxx
GST/HST – 5% (if applicable)	\$ xxxxx
Combined Maximum Amount	\$ xxxxx

PART B INVOICE SCHEDULE/BASIS OF PAYMENT

1. Invoices are to be submitted monthly to the CEMA office;
2. Scope Changes - Any additional funds required over and above the amount specified in Schedule B Part A shall be discussed with the Program Administrator and a formal Scope Change with a new fee schedule must be completed before additional fees can be expensed against the Contract.
3. A status report must accompany the invoice;
4. Specifically, invoices shall be provided monthly and comply with Sections 9 through 12 of this Contract. Invoicing will commence one month from the initiation of the Contract and will be submitted by mail monthly, at the end of each month, for work conducted in the previous month except where no work was conducted in that previous month. Expenses submitted for payment will comply with the CEMA Expense Guidelines (see Appendix III) and the criteria outlined in this section;
5. The contract holdback is (15) percent of the fees specified in Schedule A, **Table X**. Monthly invoices will have 15% of the fees withheld. The contract holdback is to be paid to the contractor once all terms of the contract have been met to CEMA's satisfaction.
6. All invoices with fees and expenses incurred on this project will be billed directly by mail to the Program Administrator for review and sign off. Electronic versions of invoices may be submitted in advance of the hardcopy by mail if desired, for quicker processing. This will not be considered a substitution for mailed hardcopies of the invoices with receipts. Monthly invoices may be submitted with the Contractor's monthly update and progress report. Each invoice from the Contractor shall:
 - (a) Specify the date on which the invoice was submitted to CEMA.
 - (b) Specify the month in which the work was conducted.
 - (c) Specify the CEMA contract number as provided.
 - (d) Specify the Contractor's invoice number.
 - (e) Provide a brief description of all tasks conducted.
 - (f) Provide a clear outline and breakdown of **fees** net of GST including:
 - i. Technical, professional and administrative hours allocated to the project;
 - ii. Which task(s) these hours were billed against;
 - iii. Rate at which these hours are charged;
 - iv. Who on the consulting team worked on each task;
 - v. A clear outline and breakdown of expenses in net of GST including:
 1. Travel costs (flights, taxis, hotels, meals, mileage, parking, etc.) with **original detailed** receipts for all amounts charged;
 2. Details of charges for all work subcontracted, accompanied by copies of the subcontractor's invoice(s);

CEMA CONTRACT: **XXXXX**

CONTRACT TITLE

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3. Other miscellaneous expenses (hall bookings, catering, equipment rentals, printing charges, etc.) with **original detailed** receipts for all amounts charged;
- vi. A subtotal of all fees and expenses in net of GST, specifically:
 1. Specify as a separate item amounts that relate to the Goods and Services Tax which apply to the Services provided.
 2. Specify the Goods and Services Tax registration number of the Contractor.
 3. Specify a final invoice total.
 4. Specify the date, no earlier than 30 days after delivery of the invoice, when payment is due.
7. Monthly status reports must be provided with a summary of all work conducted within that month, unless no work was conducted during that month. This monthly report shall include:
 - (a) A reference to tasks outlined in the scope of work for which work was conducted.
 - (b) An approximation of how much of each task was completed.
 - (c) A list of any complications or variations from those tasks.
 - (d) Other items that have arisen and may lead to a change in scope or budget requirement.
 - (e) Any other items the contractor feels are necessary to bring to the attention of the group.
8. Payment is determined as outlined in the Schedule "A" Terms of Reference/Scope of Work and will comply with Sections 9 through 12 of the Contract and the following:
 - (a) Labor will be charged at the following rates (GST excluded).

Dr. Tom Smith, Principal Investigator – 22.5 hours @ \$200/hour
John Smith, Technician – 40 hours @ \$75/hour
 - (b) All other expenses will comply with the CEMA member expense guidelines (Appendix III).
 - (c) Absolutely no alcohol will be submitted to CEMA as an expense.
 - (d) Detailed receipts must be submitted for expense reimbursement.
 - i. CEMA will not pay for items purchased for personal entertainment (e.g., movies in hotel rooms, papers, magazines, books, etc.)
 - ii. CEMA will not pay for items purchased for personal hygiene (e.g., mouthwash, toothpaste, deodorant).
 - iii. CEMA will reimburse amounts for expenses at cost as per Sections 9 through 12 of this Contract. No markups will be paid on expense items.

PART C INSURANCE REQUIREMENTS

The Contractor shall provide, maintain, and pay for Commercial General Liability Insurance, identifying CEMA as an additional insured, and Professional Liability Insurance, with limits of not less than \$2,000,000.00. Proof of insurance must be provided within 10 business days of contract initiation. Failure to provide proof of insurance could result in termination of this contract.

PART D SCIENTIFIC CONTACT

Name

Title

Phone: xxxxx

Email: [xxxxx](#)

PART E NOTICES

All invoices and notices to CEMA shall be addressed to:

Cumulative Environmental Management Association
Attention: PA, xxxxx Working Group
Suite 214, 9914 Morrison Street
Fort McMurray, AB T9H 4A4
Office: 780-799-xxxx
Facsimile: 780-714-3081
Email: [xxxxx](#)

All notices pursuant to this Contract, to the Contractor, shall be addressed to:



Name
Title
Address
Phone: xxxxx
Fax: xxxxx
Email: xxxxx



APPENDIX I
CONTRACT PROPERTY – DATA SETS

1. All mapping is to be performed on the Provincial Base Features GIS data layers. If data is provided to the Contractor by CEMA or one of its member associates, the Contractor will not use this data for any purpose other than this contract.
2. Data sets should be submitted in formats that will best ensure their future usability. Types of data sets that do not fall under the specifications below should be submitted in formats with this goal in mind, and should be reviewed by the Program Administrator.
3. The Contractor is required to submit the master copy of the contracted data to the CEMA Program Administrator after the project has been completed.
4. Spatial vector data layers are to be provided in Shape (.shp) format. Spatial raster data layers are to be provided in Geotiff format. No other formats will be accepted.
5. Spatial data are to be submitted using the NAD 83 datum and UTM Zone 12N projection. All information is to be tagged with metadata using the template provided by CEMA. Simple tabular data is to be submitted in Open Document Formats (ODF) wherever possible (.xls will be accepted, but please avoid using .xlsx files).
6. Relational databases must include a data model diagram with the submission. SQL scripts to recreate the database structure and load the data must be included.
7. Image files should be submitted in .jpg, .png or .tiff format.
8. Audio files should be submitted in uncompressed .wav or .aiff format (Bit Depth: 24 bits, Sample Rate: 128 Khz or better)
9. Video files should be submitted either on playable DVDs or Video CDs. Acceptable video formats are .avi, .mxf or .mov files using one of the MPEG2, MPEG4, DV or MJPEG2000 codecs.

The metadata template and instructions can be found at <http://library.cemaonline.ca/dms-resources/dms-template>
The completed template must be completed and reviewed by the Program Administrator in order for the contract to be considered closed.

Please contact the Program Administrator with questions if necessary.



APPENDIX II
CEMA SCIENTIFIC SUMMARY TEMPLATE

A scientific summary must accompany the final report submitted to CEMA. This summary will accompany the report to the CEMA library to allow readers a snapshot view of the report contents. The following template is suggested:

Summary of Scientific Report for Work Group **X/Task Sub-Group X**

CEMA Working Group/Task Group

CEMA Contract Number

Principal Investigators/Consultant

Project Description

Project Deliverables

Project Timeline

Project Status

Highlights/Milestones/Key Findings/Etc.

Please contact the Program Administrator with questions if necessary.



APPENDIX III

CEMA EXPENSE REIMBURSEMENT GUIDELINE

Please refer to the CEMA Expense Reimbursement Guideline posted on our website for detailed instructions.

The document can be found at www.cemaonline.ca under Administration/Policies.



APPENDIX IV

RIGHT TO PUBLISH

The Contractor must receive written approval from CEMA prior to using the Contract Property, Contract Information or any CEMA copyright materials in presentations, speeches or publications. The Contractor must also provide advance notice to CEMA when Contract Property, Contract Information or CEMA Copyright materials, for which written approval for use has previously been received, are scheduled to be used in a public setting.