



Landscape connectivity metric assessment

Request for Proposals (RFP)

RFP Release Date: January 2, 2019

RFP Closing Date: January 30, 2019

Submit Proposals To:
Alberta Biodiversity Monitoring Institute

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1 INTRODUCTION

1.1 Preamble

Vendors are invited to submit proposals for provision of professional services to the specifications and conditions set out in this document.

This competitive procurement will be conducted in accordance with one fundamental principle: to maximize the benefit to the Alberta Biodiversity Monitoring Institute (ABMI), while offering to the members of the vendor community fair and equitable opportunity to participate.

2 REQUIRED SERVICES

2.1 Purpose

The Alberta Biodiversity Monitoring Institute's (ABMI) Application Centre is seeking support for the development of a connectivity indicator for the Biodiversity Management Frameworks (BMFs).

2.2 Objective(s)

Connectivity has been identified as a Tier 2 biodiversity indicator for inclusion in the South Saskatchewan and North Saskatchewan Region (SSR/NSR) Biodiversity Management Frameworks (BMFs). There is a need to determine the extent of metric options available in the literature and applied by other jurisdictions, and to identify a suite of options that can be considered for use in BMFs.

2.3 Background

The Land-use Framework (LuF) in Alberta provides strategic policy direction for the development of regional plans to manage land use and cumulative effects in seven land use planning regions. The Biodiversity Management Framework (BMF) is an environmental management framework enabled under a regional plan; it describes a system for monitoring and responding to cumulative effects on valued environmental components, and defines the set of biodiversity indicators that can be used within that system.

The Alberta Biodiversity Monitoring Institute (ABMI) supports the Government of Alberta (GoA) to develop BMFs across the seven LuF regions. The objectives of each BMF include maintaining biodiversity, preventing new species at risk designations and managing for healthy, functioning ecosystems that provide a range of benefits.

The BMF Science Technical Committee (STC) is formed from GoA and ABMI staff and is charged with providing sound scientific support for the development of the BMFs. The STC is responsible for scoping out potential indicators for each BMF region, providing credible information relating to the potential of the indicator to report on biodiversity objectives through sensitivity to land use changes.

Each BMF will comprise terrestrial and aquatic elements of biodiversity, and will represent both species and habitat, to form four biodiversity pyramids containing one Tier 1 and two Tier 2 indicators. Tier 1 indicators are consistent across all regions; Tier 2 indicators are selected to be relevant to the specific biodiversity context of each region. These indicators will be associated with thresholds (tolerance for change). Crossing a threshold prompts investigation of changes in the biodiversity indicator and a management response process enables action to address unfavorable trends.

Each indicator metric is compared against a reference value. Heink and Kowarik (2010) and Hagan and Whitman (2006) highlight the need for reference values to provide context when

assessing the conditions of biodiversity indicators. Current condition of indicators is based on a comparison between Current state and Reference condition, resulting in a percentage of reference. A Risk Category is assigned to each indicator based on the Current condition, and a Tolerance for Change ranging between 1% and 4%, accompanies each Risk Category. Indicators in the framework are selected according to the following criteria:

- Responsive to changes in land use activity and management;
- Relevant to regional plan and management framework objectives;
- Representative of regional scale biodiversity and specific vulnerable aspects of biodiversity in the SSR & NSR;
- Feasible to measure and monitor—cost effective; and
- Relevant to biodiversity interactions and ecosystem functions in the region.

An indicator metric will also need to be aligned with these criteria; however, recognizing that criteria for metrics may need to be more specific, the requirements and considerations for metrics are also provided under “Vendor Services Required”.

Extensive areas of the Canadian Prairie Provinces, including Alberta, have been modified by human disturbance (e.g., Gauthier and Wiken 2003). This has resulted in a landscape mosaic composed of patches of native habitat and human development. The fragmentation of remaining native habitat into a greater number of patches decreases its connectivity and increases patch isolation (e.g., Ernst 2014). Decreased connectivity and isolation of the remaining native habitat can have direct and indirect negative effects on species richness, biodiversity, ecosystem function and the provision of ecosystem services (e.g., PCF 2011, Roch and Jaeger 2014). Indeed, Dilleuth et al. (2009) characterize fragmentation as one of the top two factors (along with invasive species) influencing extinction risk of native species. Landscape-level processes such as species movement, foraging, dispersal, genetic connectivity and meta-population dynamics all depend on connectivity of natural habitat and the ability of organisms to move through the landscape (Forman 1995). For example, in southern Alberta pronghorn (*Antilocapra americana*) depend upon native sagebrush and grasslands, and concerns exist about how fragmentation from roads, oil and gas infrastructure, and agriculture influence their populations (Gates et al. 2012, Seidler et al. 2015).

The objective of this indicator is to assess the connectivity of the landscape it relates to biodiversity as a whole within land use planning regions, including the SSR and NSR, and potentially additional planning regions. This indicator is complementary to the Tier 1 indicators that describe amount of native cover, because although it is important to know how much native landscape remains, it is also important to account for additional characteristics of the remaining habitat.

There are many approaches to quantifying connectivity, using either structural (based on the physical relationship between landscape elements) or functional (based on focal species) metrics, as well as combinations of those approaches. The BMF Science Technical Committee (STC) previously developed a metric based on Effective Mesh Size (e.g., Roch and Jaeger 2014; structural measure of patches), modified to include connectivity by defining certain human footprint types as complete barriers to movement. This metric ultimately proved to not be sensitive to management at the regional scale, so the BMF STC is seeking to re-develop the indicator with an alternate metric.

2.4 Vendor Services Required

The Biodiversity Management Framework Science Technical Committee (BMF STC), through the Alberta Biodiversity Monitoring Institute (ABMI), has requested the following:

A review of connectivity metrics to identify a suite of options that can be used for the regional connectivity indicator in the BMF. The BMF STC will provide the vendor with metrics that must be included in the review (may be unpublished), and relevant background information.

- Options for metrics must meet the following requirements:
 - Applicable at the Alberta Land-use Framework (LuF) region level
 - Applicable to LuF regions with a diversity of natural habitats
 - Sensitive to changes in land use
 - Producing a single metric value, i.e., percentage of reference, as described in the "Background" section
 - Feasible from a computational perspective
 - Data are available to support calculations of the metric

- Additional considerations desirable for a metric:
 - Data are available at a provincial scale
 - Consideration of how the metric will be represented visually

Deliverables:

1. A literature review report to identify and describe the range of possible connectivity metrics.
 - Evaluation of the above metrics to identify a subset that meet the needs of regional planning and the BMF. Options for metrics should be differentiated enough from each other to provide valid choices (i.e., not variations on one theme).
 - Bibliography and provision of pdfs for all literature cited (as copyright permits).
2. Identification of a suite of metric options and documentation of how those metrics are expected to meet the criteria.
3. Interviews to discuss metrics from Deliverable 2 with key individuals that can provide insight and expertise on connectivity in the Alberta context, and the feasibility of implementation of different connectivity metrics. Key individuals may include Government of Alberta (GoA) staff, academics or other experts. Contacts for GoA staff will be provided; options or appropriate experts and academics will be proposed by the vendor. The vendor will also be responsible for drafting questions that will be reviewed by the STC.
 - Summary documentation of interviews with key individuals, including consideration of pros and cons regarding feasibility of implementation for metrics identified in Deliverable 2.

The vendor will be expected to attend a kick-off meeting, and additional check-in meetings throughout the contract. Additionally, the vendor will be expected to deliver a 1-hour presentation to the BMF STC at the conclusion of the contract. Deliverables 1 and 2 are anticipated to require approximately 80% of this project's resources with the remaining 20% focused on addressing Deliverable #3.

Please note that all deliverables should be received as one electronic version and one hard copy (disk/USB). Electronic versions should be in unlocked PDF format. If GIS data or maps

are needed to support a deliverable, electronic copies of GIS data should contain the original GIS layers and geodatabases, preferably in ArcGIS file formats, in addition to map images in both TIFF and PDF file formats. Any associated metadata and annotated statistical scripts should also be presented.

The vendor is expected to work with relevant staff at AEP and ABMI while developing this indicator.

Project budget

Proposals must not exceed \$20,000 dollars.

Work timeline

Substantial completion of the work is required within 3 months of proposal approval.

2.5 Background Information

The Organization

In order to ensure the responsible management of Alberta's biodiversity, a number of public and private organizations came together to establish the Alberta Biodiversity Monitoring Institute (ABMI).

The ABMI leads a world-class monitoring and reporting system that provides information on the state of land, water and living resources across Alberta. Designed to support the needs of decision-makers, the ABMI is based on the systematic collection of a broad range of biodiversity information. The basic survey design consists of 1,656 sites evenly spaced in a 20 km grid pattern throughout Alberta. Each site is visited once every five years with approximately 330 sites sampled annually using numerous remote sensing and field sampling protocols. Adding value to the data collection activities is core to the ABMI. Raw data is converted into knowledge and communicated to policy makers, managers, and the public.

The ABMI provides knowledge to management agencies so that they can make informed decisions. The ABMI is not a resource management agency and as such, operates in an objective fashion. In order to minimize concerns about conflict-of-interest and maximize the application of knowledge, the ABMI has been established as a not-for-profit society that is arms-length from both government and industry.

The ABMI Board of Directors is composed of representatives from the Government of Alberta, environmental non-governmental organization sector, forestry sector, energy sector, agriculture sector, and the research community. The Board of Directors appoints the ABMI's Executive Director, who is accountable for ensuring that the Institute remains effective, impartial, and accessible.

The ABMI is functionally organized into seven business units and the Executive Director oversees all aspects of the Institute's business activities. The ABMI is jointly delivered by the University of Alberta, Alberta Innovates Technology Futures, and the Royal Alberta Museum.

For more information on the Institute, its history and future direction, visit our website at www.abmi.ca

2.6 References

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Ernst, B.W. 2014. Quantifying connectivity using graph based connectivity response curves in complex landscapes under simulated forest management. *Forest Ecology and Management* 321: 94–104.

Forman, R.T.T. 1995. *Land mosaics: The ecology of landscapes and regions* (p. 495). Great Britain. Cambridge University Press.

Gates, C.C., Jones, P., Sutor, M., Jakes, A., Boyce, M.S., Kunkel, K., Wilson, K. 2012. The influence of land use and fences on habitat effectiveness, movements and distribution of pronghorn in the grasslands of North America. Pages 277–294 in M. J. Somers and M. W. Hayward, editors. *Fencing for conservation: restriction of evolutionary potential or a riposte to threatening processes?* Springer, New York, New York, USA.

Gauthier, A.D. & Wiken, B. 2003. Monitoring Conservation of grassland habitats, Prairie Ecozone, Canada. *Environ Monit Assess* 88: 343–364.

Hagan, J.M., Whitman, A.A. 2006. Biodiversity indicators for sustainable forestry: simplifying complexity. *Journal of Forestry* 104: 203–210.

Heink, U., Kowarik, I. 2010. What are indicators? On the definition of indicators in ecology and environmental planning. *Ecological Indicators* 10: 584–593.

Prairie Conservation Forum. January 2011. *Alberta Prairie Conservation Action Plan: 2011-2015*. Published by the Prairie Conservation Forum, Lethbridge, Alberta. 28 pages.

Roch, L. & Jaeger, J.A.G. 2014. Monitoring an ecosystem at risk: What is the degree of grassland fragmentation in the Canadian Prairies? *Environ Monit Assess* 186: 2505–2534.

Seidler, R.G., Long, R.A., Berger, J., Bergen, S., Beckmann, J.P. 2015. Identifying impediments to long-distance mammal migrations. *Conservation Biology* 29: 99–109.

3 CONDITIONS OF THE RFP

3.1 Scope

All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in this proposal.

3.2 Vendor Questions

All questions shall be directed via email not later than January 23, 2019, to the ABMI Office at:

Crisia Tabacaru
Regional Planning Coordinator
Alberta Biodiversity Monitoring Institute
tabacaru@ualberta.ca
780-492-7890

Verbal responses to any vendor inquiries will not be provided. All questions will be compiled, answered and circulated to all vendors that have submitted an RFP Acknowledgement Form (see Appendix).

3.3 Confidentiality

The Vendor, the Vendor's employees, subcontractors and agents shall:

- keep strictly confidential all information concerning ABMI and/or third parties or any of the business or activities of ABMI and/or third parties acquired as a result of participation in this RFP; and
- only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization of ABMI.
- maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

3.4 Freedom of Information

The vendor acknowledges that ABMI is subject to the Freedom of Information and Protection of Privacy Act of Alberta as amended, revised, or substituted from time to time ("FOIP"). The vendor shall abide by the requirements of FOIP insofar as applicable to its operations and the information the vendor has access to, collects, or uses, as a consequence of carrying out its obligations under the Agreement.

3.5 Proposal Rejection

The ABMI may reject the lowest cost proposal or any and all proposals.

3.6 Incurred Costs

ABMI shall not be liable for any costs of preparation or presentation of proposals.

3.7 Proposal Returns

The proposals and accompanying documentation submitted by the vendors are the property of ABMI and will not be returned.

3.8 Proposal Alteration

Proposals submitted shall be final and may not be altered by subsequent offerings, discussions or commitment unless the vendor is requested to do so by the ABMI.

3.9 Period of Commitment

Proposals shall be firm for a period of at least sixty (60) days from the vendor submission deadline, and shall be used as the basis for the acquisition agreement.

3.10 Contractual Agreement

The Agreement to be entered into between the successful vendor(s) and the ABMI shall be negotiated by and shall be in the form and contain the terms and conditions prescribed by the ABMI. A draft contract is attached for the vendor reference. Vendors must include in their responses whether they agree or disagree with each provision of this contract. If a provision is contested, then the vendor shall provide a substitute provision for consideration by ABMI.

3.11 Vendor Debriefing

Due to time constraints, the ABMI will not conduct vendor debriefing sessions with unsuccessful bidders.

4 PROPOSAL EVALUATION, CONTRACT NEGOTIATION AND AWARD

4.1 Selection Methods

4.1.1 Screening

Upon receipt of vendor proposals, a selection team representing members of the ABMI will screen each proposal to ensure the vendor's compliance with the mandatory requirements of this RFP.

The acceptability of any deviation will be determined by the selection team. After the proposal has passed the initial screening, the selection team will then analyze the technical details of the vendor's proposal.

During the evaluation process, vendors may be required to provide additional information to clarify statements made in their proposals.

4.1.2 Rating

The selection team will utilize specific evaluation criteria to rate various requirements for evaluation purposes. Such a rating will be confidential.

4.1.3 Selection Criteria

Selection will be based on the following criteria.

Criteria	Description	Weight
Price	Reasonable Price and Estimated Costs	30
Experience	Company's overall related experience, references, and sample work products.	40
Staffing	Adequacy of skills, certifications, and team	30
TOTAL		100%

4.1.4 Shortlisting

Those vendors who appear to meet the criteria may be shortlisted. Those vendors shortlisted may be requested to make formal presentations regarding the proposal. The presentations will be made at no cost to the ABMI.

4.2 Contract Negotiation and Award

4.2.1 Negotiation of Award

Following the final selection made by the selection team, the proposed contractor(s) shall be required to negotiate a contractual agreement with the ABMI.

4.2.2 Ownership

All information prepared for and supplied to the ABMI will become the property of the ABMI. The vendor will provide the ABMI with the information in a format prescribed by the ABMI.

5 VENDOR RESPONSE GUIDELINES

5.1 RFP Acknowledgement Form

Vendors intending to submit a response to this RFP are required to inform the ABMI of their intent through the submission of the RFP Acknowledgement Form found in the Appendices.

5.2 Proposal Requirements

The information identified below must be provided in each proposal in order for it to be considered complete. The proposal shall be no longer than 5 pages in length, excluding appendices and cover page.

The Vendor's proposal shall include the following items and must provide it in the following format:

- **Cover Page**, clearly identifying the name of the firm, contact information and the person responsible for answering questions and making the potential shortlist presentation.
- **Introductory Letter**, signed by an authorizing officer of the company.
- **Introduction**, demonstrating a clear understanding of the ABMI's requirements and objectives for this project.
- **Workplan and Budget**
- **Vendor Profile and Team**, providing a brief description of the vendor's capabilities, including a short description of the firm (size, ownership, base of operations) and types of services and an introduction to the assigned resources and their roles.
- **Appendices**, providing
 - **Résumés** for staff who will be providing the required services, clearly stating how and in what ways their experience satisfies the ABMI's needs related to this RFP:
 - Landscape ecology;
 - Connectivity metrics.
 - **At least three references** for projects they have conducted of a similar scope. The ABMI reserves the right to contact stated references without prior notification of the vendor. The ABMI also reserves the right to contact any former client of the vendor's services.
 - **Optional sample work products** that the firm believes would be comparable to those being produced on this engagement.

6 VENDOR RESPONSE DETAILED INSTRUCTIONS

6.1 Proposal Submission

In responding to this RFP, your attention is drawn to the following points:

1 electronic copy of your proposal must be submitted to:

Crisia Tabacaru
Regional Planning Coordinator
Alberta Biodiversity Monitoring Institute

CW405 Biological Sciences
University of Alberta
Edmonton, Alberta
T6G 2E9
tabacaru@ualberta.ca
By 4 pm MST time on January 30th, 2019.
Electronic copies must be clearly marked:

Connectivity metric assessment

Private and Confidential

Proposals received after the deadline date and time will not be considered.

7 APPENDIX: RFP Acknowledgement Form

SERVICES REQUIRED: **Landscape connectivity metric assessment**

Please complete this form and e-mail it by January 23rd, 2019 to:

Crisia Tabacaru
 Phone: 780-492-7890
 E-mail: tabacaru@ualberta.ca

Failure to return this form will result in no further communications regarding this RFP.

Company: _____

Street address: _____

City/Province: _____ Postal Code: _____

Contact person: _____ Title _____

Phone: _____ Fax: _____

E-mail: _____

Check one of the following:

We will be submitting a proposal

We will not be submitting a proposal

Signature: _____

Date: _____

8 APPENDIX: Draft Contract for Services Agreement



8.1 Contract for Services Agreement

Project Name: *Name* ABMI File Number: _____

AGREEMENT BETWEEN: **Alberta Biodiversity Monitoring Institute** **Telephone:** 780-248-1592
 CW405, Biological Sciences **Fax** 780-492-7935
 University of Alberta
 Edmonton, AB T6G 2E9
 Hereinafter called "ABMI" **Email:** abmiinfo@abmi.ca

AND

SUPPLIER NAME **Telephone:**
 Address **Fax:**

 Hereinafter called "_____" **Email:**

The following Schedules and attached Terms and Conditions are incorporated into and form part of this Agreement:

Schedule "A" – Project Services

Schedule "B" – Payment Schedule

____ shall commence work on the services described in Schedule "A" hereto (the "Project Services") on the __ **day of** _____, **20**__, and shall use reasonable efforts to complete the Project Services on or before the ____ **day of** _____, **20**__.

ALBERTA BIODIVERSITY MONITORING INSTITUTE	SUPPLIER NAME
Dated:	Dated:
Per:	Per:
Name:	Name:
Title:	Title:
Per:	Per:
Name:	Name:
Title:	Title:

_____ shall conduct the Project Services attached hereto as Schedule "A" in a thorough and diligent manner in accordance with normal professional standards.

2. _____ shall not be liable for any delay in performance of the Project Services due to causes beyond _____'s reasonable control. If _____ will be delayed in the performance of the Project Services by more than thirty (30) days, _____ shall promptly notify ABMI, and ABMI may within thirty (30) days elect to terminate the Project Services by written notice to _____.
3. (a) _____ shall invoice ABMI in accordance with the Payment Schedule attached hereto as Schedule "B". ABMI shall pay all invoices without any deduction or set-off. Unless otherwise specified at the time of presentation, ABMI will pay invoices presented by _____ within 30 days of receipt.
 - (b) ABMI shall pay to _____ an amount equal to any and all Goods and Services taxes, sales taxes, value added taxes, business transfer taxes or any other taxes on amounts required to be paid by ABMI to _____ pursuant to this Agreement.
4. Unless otherwise provided for, all materials, assets and equipment acquired or purchased for the conduct of the Project Services shall be the property of ABMI.
5. (a) Notwithstanding the provisions of Section 10, ABMI acknowledges that any goods or products which are to be delivered by _____ to ABMI pursuant to the terms of this Agreement are of an experimental nature, and _____ does not warrant the quality, state, merchantability or fitness for any purpose of any goods and products to be delivered pursuant to this Agreement. ABMI accepts the results of the Project Services or items tested as is, and acknowledges that any use or interpretation of the information contained is at ABMI's own risk.
 - (b) _____ shall use reasonable efforts to ensure that the technology used in the Project Services does not infringe on the proprietary rights of others, including those that may be the subject of patent, copyright, industrial design, trade mark and other forms of protection, but makes no representation and gives no warranty that the technology used in the Project Services will not infringe on such proprietary rights.
6. (a) For the purposes of this Agreement, "Confidential Information" means any and all confidential data or information disclosed by one party to the other party and identified by the disclosing party as being confidential, including, but not limited to, all technical, scientific, financial, business, personal and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skill, trade secrets, computer programs and systems, secret processes, practices, ideas, inventions, designs, devices, publications, reports, samples, plans and drawings.
 - (b) Any Confidential Information which is disclosed by one party to the other party shall be treated as confidential by the receiving party and such Confidential Information shall not be disclosed by the receiving party unless consent in writing has been received from the other party. The parties shall use reasonable efforts to ensure that Confidential Information is not disclosed to any other person, firm or corporation during the term of this Agreement and for a period of five (5) years after the date of termination of this Agreement.
 - (c) Nothing herein shall prevent either _____ or ABMI from using, disclosing or authorizing disclosure of information: (i) which now or hereafter becomes a part of the public domain through no act or failure on the part of the recipient; or (ii) which, at the time communicated by the disclosing party as Confidential Information, was already in the possession of the recipient; or (iii) which, subsequent to the time communicated by the disclosing party as Confidential Information, was communicated to the recipient by a third party free of any obligation of confidentiality to the disclosing party; or (iv) is independently developed without access to or use of any Confidential Information; or (v) which is required to be disclosed

pursuant to the *Freedom of Information and Protection of Privacy Act* (Alberta) ("FOIPP") or any other applicable law.

- (d) Any records required to be maintained by _____ pursuant to this Agreement are subject to the protection and access provisions of the FOIPP.
7. (a) For the purposes of this Agreement, "Intellectual Property" means all information, data, artistic and literary works, concepts, designs, processes, software, algorithms and inventions, including, without limitation, those that could be the subject of patent, copyright, industrial design, trade secret or other forms of protection.
- (b) Intellectual Property which was owned by _____ prior to the signing of this Agreement remains the property of _____. Nothing in this Agreement shall operate as a license, permission or grant of any other rights related to _____'s Intellectual Property.
- (c) Intellectual Property which was owned by ABMI prior to the signing of this Agreement remains the property of ABMI. Nothing in this Agreement shall operate as a license, permission or grant of any other rights related to ABMI's Intellectual Property
8. (a) For the purposes of this Agreement, "New Intellectual Property" means Intellectual Property that may be conceived, created or developed as a result of the conduct of the Project Services. All right, title and interest in and to all New Intellectual Property shall be owned by ABMI and shall be promptly disclosed by ____ to ABMI.
- (b) ABMI shall grant to ____ an irrevocable, world-wide, non-exclusive, non-assignable, non-transferable, royalty-free license to use the New Intellectual Property for internal purposes. Use for internal purposes shall include: (i) use for research and development conducted by _____, whether alone, on behalf of others or jointly with others; (ii) further development of the New Intellectual Property; and (iii) development of any application or applications for the New Intellectual Property, but shall not include the sale, transfer, assignment or licensing of the New Intellectual Property to any other person or otherwise permitting any other person to use the New Intellectual Property.
9. (a) _____ shall acknowledge the support of ABMI in all of _____'s publications, promotions or advertising that relate to this Agreement in the following ways:
- (i) in all published articles, presentations, posters, websites, signage or other presentation that relate to services and deliverables completed under this Agreement, ABMI shall be acknowledged and the ABMI logo must be used in conjunction with this acknowledgment;
- (ii) verbal acknowledgment must be made of ABMI support for all opportunities where services and deliverables completed under this Agreement are profiled, including lectures, tours, lab visits and media interviews;
- (iii) all media interest or inquiries to profile services and deliverables completed under this Agreement to the media must be directed to ABMI communications personnel. _____ must inform ABMI communications personnel if results or research will be published in a major journal such that it might result in a press release from such journal; and
- (iv) one copy of all the documents, materials or presentations referred to in subsection (a) above, be sent to ABMI for ABMI's records on the Project.
- (b) _____ shall obtain ABMI's written approval to publish any articles, presentations, posters, websites, signage or other presentation that relate to this Agreement, which approval shall not be unreasonably withheld.
- (c) _____ shall not make any public announcement or issue any press release regarding the entering into of this Agreement except in consultation with and approval of ABMI as to the contents of the announcement or press release, which approval shall not be unreasonably withheld.

- (d) In the event of a significant discovery, breakthrough or achievement in relation to this Agreement that may merit consideration for public announcement, _____ shall:
- (i) in a timely manner notify ABMI of the discovery, breakthrough or achievement, with reasonable details;
 - (ii) consult with ABMI regarding the desirability of and content of a public announcement or press release; and
 - (iii) refrain from making any public announcement or press release except with the approval of ABMI as to the contents of the announcement or press release, which approval shall not be unreasonably withheld.
10. (a) ABMI shall indemnify and hold _____ harmless from any and all claims, damages, actions and costs (including legal costs on a solicitor-client basis) that may arise out of or are in any way related to any item made or sold by ABMI which incorporates, or is made through the use of all or any part of the New Intellectual Property or any goods or products delivered by _____ to ABMI in accordance with the terms of this Agreement.
- (b) Subject to 10(c) and 10(d), each party shall assume and be liable for its own losses, costs, and expenses of any nature whatsoever which it may suffer, sustain, pay or incur, by reason of any matter or thing arising out of, or in any way attributable to the Projects Services, except where such losses, costs, and expenses are the result of any breach of any term hereof by the other party or the negligence or wilful misconduct of the other party, or the other party's agents or employees.
- (c) Neither party shall be liable to the other party for any consequential, incidental or indirect losses or damages, including, without limitation, loss of revenue, loss of income or loss of anticipated profits, which result from or are in anyway attributable to the Project Services or this Agreement.
- (d) _____'s entire liability for any loss or damage suffered by ABMI related to this Agreement, any breach thereof or any acts or omissions of _____, its employees or agents, shall not exceed the total amount paid by ABMI to _____ pursuant to this Agreement.
11. (a) _____ shall, at its own expense and without limiting its liabilities herein, be responsible for insuring its operations in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury and property damage including loss of use thereof. _____ shall also maintain automobile liability insurance including owned and non-owned vehicles in an amount not less than a \$1,000,000 inclusive.
- (c) The required coverage must be maintained throughout the term of this Agreement. Evidence of the required coverage will be provided by _____ upon the request of ABMI.
12. The party shall not assign this Agreement in whole or in part without the other party's prior written consent, such consent not to be unreasonably withheld.
13. (a) ABMI may terminate this Agreement at any time without reason or cause, by giving ten (10) days notice in writing to _____. Upon termination of the Agreement, _____ shall be entitled to be compensated for the full value of the Project Services actually performed up to the effective date of termination.
- (b) Notwithstanding anything herein contained to the contrary, the provisions of Sections 3, 5, 6, 7, 8, 9, 10, and 11 shall survive the expiration of this Agreement.
14. The parties shall cause their personnel, when on _____, Alberta Government or ABMI's premises, to comply with all applicable Federal and Provincial Health and Safety Acts and Regulations, and all relevant health and safety, policies and procedures imposed by _____, the Alberta Government or ABMI, as the case may be.

15. The parties shall ensure that their personnel when on the others' premises, comply with the security and confidentiality policies and procedures imposed by _____ or ABMI as the case may be. Such personnel shall, if required by either party, sign a Confidentiality Agreement in the form prescribed by the requesting party.
16. _____ shall not be liable to ABMI for any failure or delay in performance of its obligations caused by circumstances beyond its control, including but not limited to acts of God, governmental restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
17. Matters in dispute under this Agreement may be submitted to arbitration by a single arbitrator in accordance with the *Arbitration Act* of the Province of Alberta, whose decision shall be final and binding upon the parties hereto.
18. This Agreement may be amended by the parties by mutual consent. Any amendment to this Agreement must be in writing signed by all parties before that amendment is deemed to take effect.
19. Any notice or other communication required or authorized to be given by either party shall be in writing and shall be personally delivered or sent by prepaid registered mail to the address provided on the front page of this Agreement.

8.1 Schedule "A"

8.1.1 Project Services

Work Scope, Milestones and Deliverables

The objective of the _____ Services is to _____.

8.1.2 Work Scope

8.1.3 Milestones

8.1.4 Deliverables

8.2 Schedule "B"

8.2.1 *Payment Schedule*

Market Rate

In consideration of _____ performing and carrying out the Project Services, ABMI shall pay to _____ up to a maximum of _____ (\$ _____), exclusive of the Federal Goods and Services Tax, and _____ shall not expend more than that sum without first securing written approval from ABMI.

_____ shall invoice ABMI on a _____ basis. Each invoice shall show a statement of work completed and services provided. A statement of fees and expenses incurred shall be provided.

Compensation shall include, but not be restricted to the following:

Invoices are to be submitted to:

Alberta Biodiversity Monitoring Institute
 CW 405, Department of Biological Sciences
 University of Alberta
 Edmonton, AB
 T6G 2E9

and must include:

- (a) Contractor's Name;
- (b) Date;
- (c) Invoice Number;
- (c) Explanation of Project Services rendered;
- (d) ABMI's Contract Number; and
- (e) True copies of receipts for expenses incurred