

AGREEMENT

THIS AGREEMENT is made the 30th day of March, 2006

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Energy, Mines and Petroleum Resources

(the "Province")

OF THE FIRST PART

AND:

The University of Victoria, specifically the Faculty of Social Sciences, the Centre for Earth and Ocean Research and the School of Earth and Ocean Sciences, an accredited educational institution under the laws of British Columbia, located at PO Box 1700, STN CSC, Victoria, British Columbia, Canada, V8W 2Y2, Courier Address: Business and Economics Building, Room 424, represented jointly by the Director of the School of Earth and Ocean Sciences, Director of the Centre for Earth and Ocean Research and the Dean of the Faculty of Social Sciences. ("UVic")

OF THE SECOND PART

BACKGROUND:

- A. The Ministry of Energy, Mines and Petroleum Resources (the "Ministry") is responsible for the inventory and development of the mineral and energy resources of British Columbia;
- B. The Ministry has an interest in developing a Partnership Agreement (the "Agreement") with UVic to help improve government's stewardship of the mineral and energy resources of British Columbia by maximizing social science and geoscience projects that will improve British Columbia's geoscience database, and have the potential to help identify new resource development opportunities;
- C. UVic, specifically the School of Earth and Ocean Sciences, the Centre for Earth and Ocean Research and the Faculty of Social Sciences, has a vested interest in applied research in the areas of geoscience and social sciences pertaining to mineral resources of British Columbia and their development;
- D. UVic has faculty, student and infrastructure resources, which are complementary to the needs and resources available in the Ministry;
- E. The Ministry and UVic wish to further the goals of their corporate mandates by working together within the terms and conditions set out in this Agreement.

1.0 TERM

- 1.1 The term of this Agreement commences on the date shown on the first page of this Agreement and will end on March 31, 2011, unless terminated earlier in accordance with this Agreement.
- 1.2 The term of this Agreement may be extended for any mutually agreed period upon the written agreement of both parties to this Agreement.
- 1.3 Either party may terminate this Agreement upon providing four weeks written notice to the other party. However, any research projects, student and faculty placements, or any other partnership activities covered under separate agreements with deadlines past the point of the

termination of the Agreement shall survive termination until such time as they would have been completed without the termination of this Agreement.

2.0 COMMITMENTS OF UVic:

2.1 UVic will contribute to the Agreement the following:

- (a) advanced knowledge, skills, information resources and expertise needed to successfully fulfill the objectives of the Agreement in the development of the energy and mineral resources of the province of British Columbia;
- (b) the management and realization of high-quality research aimed at enhancing the understanding and awareness of British Columbia's energy and mineral potential, related environmental considerations, and the socio-economic implications of new developments;
- (c) collaboration in providing those applied geoscience and social science research resources, which are not available within the Ministry;
- (d) professional development training (seminars, workshops, etc.) with an objective to providing highly qualified personnel who can help meet shortages of skilled professionals in the social and geosciences within the Province;
- (e) other assistance required by the parties to this Agreement, which would contribute to the successful completion of the Agreement objectives; and
- (f) relevant resources within the School of Earth and Ocean Sciences (SEOS), the Centre for Earth and Ocean Research and the Faculty of Social Sciences including facilities, faculty, students, program management and access to accounting services where a UVic faculty member is the primary investigator, and has access to funding sources.

2.2 UVic will obtain prior written approval from the Province, such approval not to be unreasonably withheld, prior to disclosing or publishing any promotional information related to the Ministry's work on projects, with the exception that UVic shall be entitled to include a description of partnership projects in any list of research projects that it produces from time to time, including but not limited to lists of current research projects produced for reports to government funding sources. Such lists of current research projects may include the title of the Project and /or a short description agreed to by the parties, the name of the Principal Investigator(s), the Term, the Ministry Name, and the dollar value of the project.

3.0 COMMITMENTS OF THE PROVINCE

3.1 The Province will:

- (a) provide grant or contract funding, either directly or from external sources, or in-kind support for projects, which meet the requirements of both parties, over the term of this Agreement;
- (b) provide those technical and scientific resources in energy and minerals available to the Ministry, which would help ensure the successful completion of all approved Agreement activities;
- (c) provide student supervision, training and mentoring, including the provision of cooperative education opportunities within the Ministry;
- (d) provide support in applying for and negotiating grants and other funding opportunities, which are to the combined benefit of the Ministry and UVic in accomplishing the objectives of the Agreement;
- (e) provide access to Ministry scientific and computer equipment, library materials, sample collections, expertise, databases, information and research assets, as may be required within the limitations of government's confidentiality responsibilities;

- (f) publish at its own expense, and after consultation with and approval of individual research participants and the University, the results of the Agreement in appropriate Ministry publication venues; and
- (g) obtain the prior written approval of UVic, such approval not to be unreasonably withheld, prior to using its name in Ministry publications.

4.0 PARTNERSHIP REVIEW COMMITTEE

- 4.1 The parties agree that management and direction of all activities under this Agreement will be carried out through a "Partnership Review Committee" which will be composed of four representatives from UVic and four representatives from the Ministry.
- 4.2 Committee representatives from UVic will consist of the Deans of the Faculties of Science and Social Sciences, the Director of the Centre for Earth and Ocean Research and the Director of the School of Earth and Ocean Sciences, or their designates;
- 4.3 Committee representatives from the Ministry will consist of the Director of the Geological Survey Branch, the Executive Director of Corporate Policy, Planning and Legislation Branch, the Executive Director of the Resource Development and Geoscience Branch, and the Chief Science Officer of the Offshore Oil and Gas Division, or their designates.
- 4.4 The Committee agrees to convene on a quarterly basis, or as required, to carry out management, direction and program approvals necessary to accomplishing the objectives of the Agreement.
- 4.5 The Parties agree that a minimum of four out of eight members, two from each of the parties must be available in order that Committee decisions are valid and binding on the participants in this Agreement.
- 4.6 The Committee will encourage graduate and undergraduate student employment in projects recommended and approved by the Committee, or in other research-related activities, which are to the benefit of the Province.
- 4.7 The Committee will establish standards and guidelines for project submissions, which must include specified deliverables, budgets, resources required, benefits to the Province and to the partners in the Agreement, and benefits to the key participants making a project proposal.
- 4.8 With the proviso that the Vice President Research must approve project applications to external granting agencies or contracts, the participants in this Agreement agree that the Committee has full and unrestricted authority and responsibility in approving research proposals, approving necessary funding, setting required reporting standards and deliverables, and determining if program proposals meet the objectives of the Agreement and can be accomplished with the resources available to the participants in this Agreement.

5.0 FUNDING

- 5.1 The parties agree that should there be any unexpended funds, existing in the control of the Partnership Review Committee at the time that this Agreement terminates, those funds will be returned in full to the source agency, less any funds required to complete commitments agreed to by all parties of the Committee.

6.0 AGREEMENT RESULTS

- 6.1 The parties agree that the results to be achieved by the Ministry and UVic under the Agreement are to:
 - (a) undertake collaborative research in the geoscience and social sciences which will enhance the opportunities and feasibility for new energy and minerals development in the Province of British Columbia; and

- (b) complete such research reports and other deliverables, for each component of the Agreement as required and specified by the Partnership Review Committee, in the funding approval for specific Agreement activities.

7.0 RELATIONSHIP

- 7.1 The parties are and shall remain independent entities and will not be the servant, employee or agent of the other.
- 7.2 Neither party to this Agreement shall in any manner whatsoever commit or purport to the other party to the payment of money to any person, firm or corporation.
- 7.3 Nothing in this Agreement is to be construed as prohibiting the Province or UVic from entering into similar agreements with other entities.

8.0 ACCESS TO AND USE OF DATA

- 8.1 Subject to 8.2 and 8.3, the Province and UVic may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be safeguarded and not disclosed to anyone without a “need to know” within the Province or UVic. Each party shall also strictly protect such information from disclosure to third parties.
- 8.2 The obligation to keep confidential shall however not apply to information which:
 - (a) is already known to the party to which it is disclosed;
 - (b) becomes part of the public domain without breach of this Agreement; or
 - (c) is obtained from third parties which have no obligations to keep confidential to the parties under this Agreement.
- 8.3 Access to data owned by each party shall be governed by the access policies and procedures of each party, and by the Freedom of Information and Protection of Privacy Act.

9.0 INTELLECTUAL PROPERTY – OWNERSHIP AND PUBLICATION

- 9.1 The Parties agree that researchers engaged in projects commenced under the Agreement shall be subject to the Intellectual Property policies of their respective employers and in the case of any UVic students being so engaged they are to comply with the Intellectual Property policies of UVic.
- 9.2 In cases where there is a mutual claim on intellectual property generated under this Agreement, ownership shall be determined by the proportionate contribution of each party, and the intellectual property shall be jointly managed.
- 9.3 Notwithstanding the ownership of the intellectual property, each of the parties shall retain a non-exclusive royalty free licence in perpetuity to use the intellectual property for further research, scholarly publication, education or other non commercial purpose.
- 9.4 Subject to 9.1, the parties agree that the results of research undertaken under this Agreement will be publishable. The parties therefore agree, subject to any third party

rights, or commercialization protection, that researchers engaged in projects shall not be restricted from presenting at symposia or professional meetings or from publishing in journals or other publications accounts of research undertaken by such party, provided that each party provides the other with copies of any proposed publication or presentation at least one month in advance of such presentation or publication date.

10.0 REPRESENTATIONS AND WARRANTIES

10.1 UVic represents and warrants to the Province with the intent that they will rely thereon in entering into this Agreement that:

- (a) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
- (b) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it; and
- (c) it has the power and capacity to accept, execute and deliver this Agreement.

11.0 DISPUTE RESOLUTION

11.1 Where a dispute arises between the parties involving this Agreement the Party with the dispute will send written notice to the other Party describing the particulars of the dispute. The parties will then use all reasonable efforts to resolve the dispute.

11.2 If the Parties are unable to resolve the dispute within six business days of receipt of the written notice of dispute (or such longer period as the Parties may agree in writing) the parties may resolve the dispute by arbitration pursuant to the *Commercial Arbitration Act*, RSBC 1996, or by any other legal means.

12 INDEMNIFICATION

12.1 Both parties agree to indemnify and save harmless, the other (including their respective governance members, officers, servants, agents and employees) from all losses, costs (including legal costs incurred in defending any suit or claim) expenses, or awards of damages for which each party may become liable as a result of the acts or omissions of the other party pursuant to this Agreement.

13.0 NOTICES

13.1 Any notice, consent, waiver, statement, other document or monies that the Province may be required or may desire to give, deliver or pay to UVic or that UVic may be required or may desire to give, deliver or pay to the Province, or either of them, will be conclusively deemed validly given, delivered or paid to and received by the addressee, if delivered personally, on the date of delivery, or, if mailed, on the third business day after the mailing of the same in Canada by prepaid post addressed, if to the Province or either of them, to:

Attention: Mr. Greg Reimer, Deputy Minister
Ministry of Energy, Mines and Petroleum Resources
8th Floor - 1810 Blanshard Street
Victoria, BC V8W 9N3

and if to UVic to:

Attention: Cecilia Freeman-Ward
Executive Assistant to the Vice President Research
Office of the Vice President Research
BEC 424, PO Box 1700, STN CSC
University of Victoria
Victoria, BC V8W 2Y2

14.0 ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire agreement between the parties and will be governed by and construed in accordance with the laws of the Province of British Columbia.

15.0 FURTHER ACTS AND ASSURANCES

15.1 Each of the parties will, upon the reasonable request of the other, make, do execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more absolute performance of the terms and conditions of this Agreement.

16.0 AMENDMENT

16.1 Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by both parties.

17.0 SUCCESSORS AND ASSIGNS

17.1 This Agreement will enure to the benefit of and be binding upon UVic and its successors and permitted assigns and the Province and its assigns.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

SIGNED on behalf of Her Majesty The Queen
in right of the Province of British Columbia
by a duly authorized representative of the Ministry of Energy, Mines, and Petroleum Resources
in the presence of:

Richard Neufeld, Minister
Ministry of Energy, Mines and
Petroleum Resources

(Witness)

SIGNED by a duly authorized representative of the University of Victoria
in the presence of:

Dr. David H. Turpin, President
and Vice Chancellor

(Witness)