



AUPRF 2026 Request for Proposals

FAQS FOR RFPS ROUND 3
Remediation & Reclamation, and Ecological Research

MAY 28, 2026

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AUPRF 2026 RFPs Round 3 – FAQs

Remediation & Reclamation, and Ecological Research

This FAQs document consolidates questions received during the AUPRF RFP – Round 3 (Remediation & Reclamation, and Ecological Research) and PTAC’s responses so that all proponents have equal access to the same clarifications.

RFP ID: 26-RRRC-RFP-01

Q1: *Are you able to provide any insight into the differences between the following RFPs issued under the AUPRF Program:*

- *2025: Evidence-Based Research on Remote Sensing for Reclamation Criteria and Equivalent Land Capability Assessment*
- *2026: Disturbance Monitoring and Assessment for Active Management: Remote Sensing and Digital Decision Tools to Assess Disturbance Recovery and Trajectory*

Both are focused on use of remote sensing & earth observation technologies, analytical tools, with the objectives of informing policy or regulatory decision making for similar disturbance types, except for seismic lines (not included in 2025; included in 2026).

The exclusion of seismic lines under the 2025 RFP is understandable as these disturbance types are not an activity regulated under the Environmental Protection and Enhancement Act (EPEA) in Alberta.

A1: The 2025 Project (“Evidence-Based Research on Remote Sensing for Reclamation Criteria and Equivalent Land Capability Assessment”) has been kicked off and is intended primarily as a foundational and evidence-focused initiative. The objective is to assess and synthesize existing approaches, datasets, methodologies, indicators, and supporting scientific evidence relevant to reclamation assessment and equivalent land capability evaluation. The emphasis is largely on background research, evaluation of existing tools and methods, and development of the technical basis needed to support future applications.

The 2026 RFP (“Disturbance Monitoring and Assessment for Active Management: Remote Sensing and Digital Decision Tools to Assess Disturbance Recovery and Trajectory”) is intended to build upon that foundational work and move toward more applied implementation and operational decision-support approaches. This includes the development and application of disturbance monitoring frameworks, digital assessment tools, recovery trajectory evaluation methods, and active management decision-support processes across a broader set of disturbance types, including seismic lines.

While there is overlap in the technologies and analytical concepts involved, the intent is that the 2025 Project helps inform and support the later-stage implementation-oriented work through the 2026 RFP.

Proponents responding to the 2026 RFP should anticipate that supporting evidence, methodologies, and related insights developed through earlier research activities may help inform future applications.

RFP ID: 26-RRRC-RFP-01

Q2: *Is it correct to assume that a project we submit could receive up to \$125K from the AUPRF? If that is true, I am concerned that the scope of the "Remote Sensing and Digital Decision Tools to Assess Disturbance Recovery and Trajectory" might be overly ambitious.*

Is it also correct to assume that the proposed project must cover all ten bullets in the scope section on page 4 of the RFP? And that six deliverables on page 5 must be provided at the end of the project?

A2: The expectation for this intake is that projects align with the approximate one-year \$125K funding framework identified in the program materials. However, if proponents believe that a multi-year approach or additional funding is justified based on the proposed methodology and scope, they are welcome to present that rationale within their proposal for consideration by the committee. However, there should be no expectation that an expanded proposal will be considered.

With respect to the scope and deliverables, the expectation is that proponents address the scope items identified in the RFP and provide the associated deliverables outlined in the project description.

RFP ID: All

Q3: *Why were previous AUPRF applications unsuccessful?*

A3: AUPRF focuses on near-term benefits for producers. As such, key expectations are that:

- Consideration is given to TRL 7+ technologies
- Solutions have direct environmental compliance applications
- Solutions can be expected to gain regulatory acceptance
- Solutions are likely commercially deployable in 24 to 36 months

Previous unsuccessful proposals may have been:

- Too research-oriented
- Too early-stage
- Not sufficiently tied to regulatory pain points or implementation readiness.

RFP ID: All

Q4: *Do companies need to implement the technology entirely themselves?*

A4: No. Producers may:

- Use consultants
- Use service providers
- Outsource drone operations and analysis

What matters is:

- Regulatory acceptance
- Reliable implementation pathways

- Proven operational usefulness.
- Cost or efficiency benefits for producers

RFP ID: All

Q5: *Should proposals explicitly reference regulatory literature and requirements?*

A5: Yes, where applicable.

RFP ID: All

Q6: *Are reviewer comments and feedback available?*

A6: Feedback can be provided to unsuccessful applicants upon request.

RFP ID: All

Q7: *General Request for copies of previous work/reports.*

A7: AUPRF Reports are not publicly available. Access to the AUPRF technical library is restricted to producers who are contributing to the AUPRF fund. However, these reports will become available to the successful bidder once a contract is in place and all necessary confidentiality agreements have been signed.

RFP ID: 26-RRRC-01

Q8: *Should this proposal be framed as new primary research, or would the committee prefer applied development that builds from existing research, prior evidence, and current/parallel work to produce a practical operational workflow?*

A8: The intent is not to require primary research or new field data collection programs. Rather, the expectation is that proponents leverage existing datasets, established methodologies, available remote sensing products, published research, and other secondary information sources to conduct the assessment work.

Where validation is referenced in the RFP, the expectation is more closely related to the development of an appropriate validation strategy, framework, uncertainty assessment, and QA/QC approach, rather than execution of large-scale field validation campaigns over multiple seasons. The intent is to focus on assessment and application of existing knowledge and tools, rather than generation of entirely new primary datasets.

RFP ID: 26-RRRC-01

Q9 *We are looking for a copy of the standard AUPRF Funding Agreement referred to in Section 8 of the RFP. We would like to review it in advance of our submission.*

A9: A copy of the template contract is attached for reference.

End of AUPRF RFPs Round 3 FAQs

Publication: May 28, 2026.

YY-COMM-##
PROJECT TITLE
("the Project")

Between

Petroleum Technology Alliance Canada ("PTAC")
Suite 1550, 520 Fifth Avenue SW
Calgary, AB, Canada T2P 3R7

And

RESEARCHER ("Researcher or Research Provider")
Address

This Agreement is made as of **DAY MONTH YEAR**, and is effective as of the last executed date, and includes:

- Main body of this Agreement
- Schedule A – Project Proposal as submitted to and approved by the Alberta Upstream Petroleum Research Fund (AUPRF) technical committee(s)
- Schedule B – Project Schedule, milestones, deliverables, and budget
- Schedule C – Project Record Keeping and Reporting

This Agreement documents the working relationship between the participant(s) noted above for the implementation of a Project named – **PROJECT TITLE** – ("the project") funded by the Alberta Upstream Petroleum Research Fund ("AUPRF"). The cash contribution by PTAC for this project is **\$XXXXXX.XX** Canadian dollars. Funds for this project are provided through AUPRF, an oil and gas industry research and development fund.

PTAC is a funder of this project through the facilitation of AUPRF contributions from oil and gas companies. The researcher is contracted to provide services as detailed in Schedules A and B for the sole and exclusive use of PTAC and the AUPRF funders.

All data, evidence, images, presentations, papers, reports, analytical tools, or other technical material becomes the property of PTAC. All submissions to PTAC of this information shall be in a form prescribed by PTAC. For a complete list of the formatting, content and other requirements for submission of this information, please contact Lorie Mayes at lmayes@ptac.org. Any utilization of this work by the Research Provider shall be subject to the prior written authorization of PTAC, which authorization shall not be unreasonably withheld.

1.0 INTERPRETATION

1.1 Definitions

In this Agreement:

“Agreement” means this Agreement, including the schedules attached hereto.

“Applicable Law” means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, award, decree, or other requirement or guideline published or in force in Canada or Alberta at any time during the Term which applies to or is otherwise intended to govern or regulate any Person (including any Participant), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by: (a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise); (b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government; (c) any court, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; (d) Privacy Law; and (e) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

“AUPRF Funders” include all oil and gas companies registered or licensed in Alberta that have contributed to the Well Levy (a voluntary request) in a given AUPRF program year. The list of funders in a given year is referenced in a list provided to PTAC from the Alberta Energy Regulator.

“Background Intellectual Property” means the Intellectual Property developed before the beginning of “the project” or otherwise developed or acquired independently of “the project”, which may be required for the conducting of “the project” or the exploitation of “the project” Intellectual Property. Any improvements to Background IP arising from the project which are not severable from the Background IP will be deemed to form part of that Background IP and be owned by that Participant. Any improvements to Background IP that are severable from the original background IP will be deemed Forward Intellectual Property.

“Change” means any change or amendment to the body of the agreement or attached schedules made in accordance with the provisions of this Agreement, and “Change Request” means a written document describing a Change.

“Confidential Information” means information which derives value from or prevents damage or the loss of value by not being generally known to or readily ascertainable by other participant(s) who can obtain value from its disclosure or use and is known or used by a Participant in connection with its business, including but not limited to any formula, design, prototype, compilation of information, data, program, code, method, technique or process, information relating to any product, device, equipment or machine, present and future, information about or relating to the Participant’s potential business ventures, financial information of all kinds relating to the Participant and its activities, all inventions, ideas, and related material, including any Intellectual Property, but does not include any of the foregoing which is or becomes a matter of public knowledge, has been received in good faith from a third-party having legitimate possession of the information disclosed and the right to make such disclosure, was demonstrably in the

legitimate possession of a Participant prior to disclosure, has been approved for disclosure by express written approval of the applicable Participant, or has been disclosed pursuant to any Applicable Law.

“Confidentiality Period” means the Term of this Agreement and for five (5) years following the date of termination of this Agreement (for any reason).

“Dispute” means a dispute, disagreement, or controversy between any of the participants relating to this Agreement or its subject matter, including the interpretation or implementation of any of the provisions of this Agreement.

“Effective Date” means the date indicated as the funding effective date documented at the start of this agreement.

“Force Majeure Event” means any act of God, strikes, lockout or other industrial disturbances (except strikes by employees of any of the participant(s) or lockouts by a Participant of its employees or other industrial disturbances involving a Participant as an employer), acts of war, blockages, insurrections, riots, epidemics, pandemics, lightning, earthquakes, floods, storms, fires, washouts, nuclear and radiation activity or fallout, arrests and detainment of rulers and people, civil disturbances, explosion, any legislative, administrative or judicial action which has been resisted in good faith by all commercially reasonable means, any act, omission or event whether of the kind herein enumerated or otherwise not within the control of the Participant claiming Force Majeure and which by the exercise of due diligence such Participant could not have prevented, provided always that the lack of funds of any Participant or participant(s) shall not be Force Majeure.

“Forward Intellectual Property” or **“Forward IP”** means all Intellectual Property conceived, developed, or reduced to practice or otherwise made by any participant in the course or collaboration under this Agreement.

“Milestone” means a specific progress point or event in **“the project”** as more particularly described in Schedule B.

“Participant(s)” means the organization(s) that are signatories to this agreement.

“Privacy Law” means all Canadian federal, provincial, municipal or other applicable statutes, laws or regulations of any governmental or regulatory authority in any jurisdiction governing the collection, use, storing, processing, recording, disclosure or destruction of Personal Information, including the Personal Information and Protection of Electronic Documents Act (Canada) and equivalent provincial legislation, as well as the Canadian federal legislation commonly referred to as Canada’s Anti-Spam Legislation (CASL).

“Project Completion Date” means the date on which **“the project”** is complete in accordance with the terms of this Agreement and Schedule B.

“Project Start Date” means the date when **“the project”** starts.

“Taxes” means all Canadian taxes and duties whatsoever, including all income taxes, customs duties, excise taxes, use and sales taxes, value-added taxes, goods and services taxes, harmonized sales taxes, payroll

taxes and capital taxes, and any other governmental levy, together with any penalties or interest related to any such tax, duty, or levy.

2.0 INTERPRETATION

Document References. All references to any agreement (including this Agreement), document or instrument mean such agreement, document, or instrument as amended, supplemented, modified, varied, restated, or replaced from time to time, unless otherwise specified in this Agreement.

Headings. The division of this Agreement into articles and sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

Plural and Singular. In this Agreement, unless the context requires otherwise, words in the singular include the plural and vice versa.

Section and Schedule References. Unless the context requires otherwise, references in this Agreement to sections or schedules are to sections or schedules of this Agreement.

Currency. Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement refer to Canadian Dollars.

Financial Responsibility. Unless otherwise expressly stated in this Agreement, each Participant will be responsible for performing its obligations under this Agreement at its expense (including Taxes applicable to any payment obligations incurred in connection with such performance) without additional charge or additional cost to the other Participant (s).

2.1 Priority of Documents

Suppose there is any inconsistency between any one or more of the provisions or documents comprising this Agreement. In that case, the documents comprising this Agreement listed higher in the following list will prevail to the extent of the inconsistency:

- the main body of this Agreement.
- the applicable Change Requests, in reverse chronological order.
- Schedule B (Project Schedule, milestones, and budget); and
- balance of the Schedules.

2.2 Change Management

In accordance with the governance and processes stipulated in Schedule C, participant(s) shall have the right to request a Change through a Change Request. Any Change Request approved in accordance with the provisions hereof shall be binding on the participant(s).

3.0 FINANCIAL MANAGEMENT

3.1 Contributions and Payments

Schedule B (Project Schedule, Milestones and Budget) sets out the amounts and when costs are payable by each Participant to this Agreement.

Each Participant agrees to complete “the project” in accordance with the project Budget as described in Schedule B. The participant(s) agree that the total amount payable by funding providers for the work performed under “the project” and the deliverables provided under this Agreement, and all professional, technical, and associated services shall not be greater than the amounts set out in Schedule B (Project Budget).

Research provider(s) shall provide such evidence, documentary or otherwise, including receipts, invoices, contracts, and other supporting information as may be requested by PTAC.

3.2 Taxes and Duties

Each participant hereby covenants that it shall be solely liable for and shall pay when due all Taxes payable in connection with such performance of this Agreement or such receipt of funds pursuant to this Agreement.

Each participant shall indemnify, defend, and save harmless the other participant(s) against any liability which such participant(s) or any one of them may have, in respect of any payment not withheld but required to be withheld by law, or any other taxes, including any penalties or interest, for which such Participant is responsible.

4.0 INTELLECTUAL PROPERTY

The Research Provider will retain Intellectual Property (IP) ownership rights for their Background IP, improvements on Background IP, and Forward IP. AUPRF funders are granted an irrevocable, perpetual, royalty-free, non-exclusive license to use any Forward IP arising from the Project (including any reports, data and other materials produced from the Project) for research, educational, and administrative purposes. Any public communications related to forward IP, data and reports must be pre-approved in writing by PTAC.

All data, reports, images, or other information collected under this project become the property of PTAC. All such information will be provided to PTAC after the project in the form stipulated by PTAC.

5.0 DEFAULT AND TERMINATION

5.1 Early Termination

The Project and this Agreement may be terminated without cause at any time before the Project Completion Date by unanimous agreement of the participants. In the event of such termination, each Participant will provide the other Participant with one copy of any deliverables that are required to be provided to such other Participant pursuant to Schedule B in whatever stage of completion they are in at the time of the termination.

A Participant shall be deemed to have committed an act of “Default” upon the occurrence of any of the following events:

- If there is a change in control of a Participant without the prior written consent of PTAC, such consent is not to be unreasonably withheld.
- the Participant is in breach of any of its obligations under this Agreement (defined as not meeting a term or condition within 60 days of it being required).

- the Participant becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors.
- an order is made, or the Participant has passed a resolution for the winding up or dissolution of the Participant, or the Participant is dissolved or wound up; or
- The Participant has ceased to continue business or has sold all or substantially all its assets or entered into a letter of intent or binding obligation to sell all or substantially all its assets.
- The research provider makes a public communication of any data, results, observations, or conclusions without the prior written consent of PTAC.

5.2 Consequences of Default

In the event of the occurrence of an act of Default, the Defaulting Participant's participation in this Agreement may be terminated by a unanimous determination of the remaining participant(s).

Termination of participation pursuant to this section shall not abrogate whatsoever any obligations, financial or otherwise, which the Defaulting Participant has because of entering into this Agreement.

A Defaulting Participant shall not be entitled to any of the benefits under this Agreement, including but not limited to the receipt of any deliverables, the receipt of any payments due hereunder, or the grant or ownership of or interest in any Intellectual Property as contemplated pursuant to this Agreement.

5.3 Withdrawal by a Research Provider

A Research Provider may only withdraw from this Agreement by adhering to the following process. If a Research Provider withdraws, it shall:

- immediately repay all Contribution amounts, less "the project" expenses incurred up to the effective date of withdrawal, received by the Research Provider.
- discharge all their liabilities and obligations that have accrued before the effective date of withdrawal; and
- be subject to PTAC obtaining equitable relief against it, and in the event of such withdrawal, this Agreement shall be terminated with respect to such withdrawing Research Provider at the end of the withdrawal notice period.

5.4 Survival

Neither the expiration nor the termination of this Agreement will release a Participant from any obligation or liability that accrued before such expiration or termination.

The provisions of this Agreement requiring performance or fulfilment after the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.

6.0 MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Participant represents, warrants, and covenants that (in addition to its other representations, warranties, and covenants throughout this Agreement):

- such Participant is duly incorporated under Canadian law, validly existing and in good standing and has the power and authority to carry on its business, to hold property and enter and deliver this Agreement and perform its obligations hereunder, and the entry into, delivery and performance of this Agreement by such Participant have been duly authorized by all necessary corporate action on the part of such Participant.

- this Agreement has been duly entered into and delivered by such Participant and constitutes a valid and legally binding obligation of such Participant, enforceable against such Participant in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court.
- Neither the entering into nor the delivery nor the performance of this Agreement by such Participant will result in a violation of any of the provisions of the articles of incorporation or by-laws of such Participant.
- no officer, employee or agent of a Participant shall pay or provide any commission, fee or rebate or provide any gift or entertainment of significant cost or value to any officer, employee or agent of any other Participant or their Affiliates, or any official of any government or public international organization (including any officer or employee of any government department or organization) in relation to this Agreement.

6.1 Participant Representations, Warranties and Covenants

Each Participant represents, warrants, and covenants that (in addition to its other representations, warranties, and covenants throughout this Agreement):

- Such Participant will comply with the obligations under this Agreement as they apply to "the project".
- Such Participant will comply with all Applicable Canadian and Alberta Laws or the common laws applicable to the Participant's performance of this Agreement, including legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program that may be required.
- Such Participant has all necessary rights to grant the rights and permissions it has granted pursuant to this Agreement.
- Such Participant and its permitted subcontractors have entered into agreements with all their Personnel for the assignment of any forward Intellectual Property and the treatment of Confidential Information in accordance with this Agreement.
- such Participant owns, or has a license to, use in performing its obligations under this Agreement, the Intellectual Property that is necessary for the performance of its obligations under this Agreement.
- such Participant is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings that could or would prevent compliance with the Agreement and shall inform PTAC within 15 days of any such occurrence; and
- all information provided by such Participant in the course of responding to "the project" eligibility and Project selection process before entering into this Agreement including in the schedules, is not misleading in any material respect, and such Participant has not failed to disclose any further information that would make the information disclosed misleading or would deter any of the other participant(s) from entering into this Agreement.

6.2 Indemnities and Limitations of Liabilities

- Research Provider indemnifies and saves harmless PTAC against any liability, loss, damages, costs, or expenses which PTAC may hereafter sustain, incur, suffer, or be required to pay by reason of:
 - a. the willful or negligent acts or omissions of Research Provider; or
 - b. any assessment, re-assessment, or any other act of an official of the federal or provincial governments relating to Research Provider.

- Research Provider shall render the Services in accordance with sound engineering practice applicable to similar services in the industry. If, during the one (1) year period following the completion of the services, PTAC should notify Research Provider that any of the Services or reports prepared by Research Provider as part of the Services are not compliant with the scope and deliverables, Research Provider shall, at no cost to PTAC, correct such Service.
- PTAC disclaims any liability to Research Provider and third parties in respect of the publication, reference, quoting, or distribution of this report or any of its contents to and reliance thereon by any third party, and Research Provider holds PTAC harmless against any such reliance.
- PTAC shall not be liable or responsible for any bodily or personal injury or property or environmental damage of any nature whatsoever that may be suffered or sustained by Research Provider or any of its personnel in the performance of this Agreement, provided such injury or damage did not result from PTAC or any of PTAC's personnel's negligence or willful misconduct.
- Research Provider indemnifies and holds PTAC harmless against any third-party economic loss in respect of the publication, reference, quoting, or distribution of this report or any of its contents to and reliance on by any third party.
- PTAC will not be responsible for any loss, including any economic loss, that Research Provider may suffer as a result of any advice provided by PTAC or PTAC contractors.
- PTAC will not be responsible for the accuracy, usefulness or completeness of any report or information provided to Research Provider as a result of the Services, or for any economic loss that Research Provider may suffer as a result of any information delivered or not delivered. Research Provider will be responsible for deciding if any such information is useful for its purposes.
- Research Provider will be responsible for all economic, safety and environmental risks of the Services.
- PTAC will not be responsible for any other act or omission by the Research Provider or other contractors, except if it is shown that PTAC had been grossly negligent. PTAC's maximum liability to the Research Provider shall not exceed the project facilitation fee received by PTAC for this Project.
- Neither Funder, nor its employees, officers, and agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Services or as a result of or arising out of this Agreement, and Research Provider will indemnify and save harmless Funder, its employees, officers, and agents, in respect of such claims.
- Neither PTAC, nor its employees, officers, consultants, and agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Services or as a result of or arising out of this Agreement, and Research Provider will indemnify and save harmless PTAC, its employees, consultants, officers, and agents, in respect of such claims.

6.3 Insurance

Each Participant shall, at its own expense and without limiting in any way its liabilities herein, ensure its operations under a contract of General Liability Insurance, in accordance with the Insurance Act (Alberta), of not less than \$2,000,000 inclusive per occurrence, insuring against bodily or personal injury and property damage, including the loss of use thereof. Such insurance must be in place before the signing of this Agreement and shall be maintained during the Term. Each Participant acknowledges that no protection is available to it from any other Participant for any third-party claims pursuant to “the project”.

7.0 ADDITIONAL OBLIGATIONS

7.1 Reporting

In addition to any reporting obligations stipulated in Schedule C hereof:

- Each Participant shall account for and report on the funds it has received from each funding provider separately from other sources of funds and submit these reports in such frequencies and such form and manner as requested by PTAC, from time to time.
- Each Participant hereby agrees that, in addition to any reporting obligations stipulated herein, it shall, upon the request of each funding provider, provide any reports, data or information, including financial information, financial statements, or data related to “the project” such as key performance indicators and achievement of Milestones, and results in such frequencies and in such form and manner as requested by each funding provider, from time to time.
- Each Participant hereby agrees to report on all public communications associated with the existence of this project, or such data, information, observations, or conclusions arising from this project. Prior written approval from PTAC is required for any such public communications. Public communications without prior written approval from PTAC will constitute a default of this agreement.

7.2 Participant Audit and Evaluation

PTAC has the right to audit or to cause an audit of all other participant(s)’ books, records, and accounts about the performance of this Project, including personnel records, correspondence, instructions, plans, drawings, receipts, vouchers, memoranda, data stored in computer libraries, and any other documentation and related systems and controls necessary for an accurate audit and verification of costs of “the project” as well as data, reports, studies, drawings, plans, specifications, guidelines, documents, analysis, test results, interpretations, calculations and any other records generated or developed in connection with this Project during the Term of this Agreement and for five (5) years after the end of the calendar year in which this Agreement is terminated (for any reason) or expires. All costs in connection with the audit shall be borne by the Participant conducting the audit.

Audits can be conducted for:

- ensuring the Participant’s compliance with all terms of this Agreement.
- verifying any costs, any changes to rates or costs due to changes, suspension, termination of the Project, or price escalation; or
- examining matters relating to business standards.

If an audit indicates errors in the Participant’s invoices or charges, the Participant shall make appropriate invoice adjustments and promptly refund overpayments to the funding providers.

8.0 CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

8.1 Confidentiality

The Parties hereby agree and acknowledge that no Confidential Information will be exchanged under this agreement unless upon prior written notice from the party disclosing the Confidential Information and upon execution of a non-disclosure agreement agreeable to both parties.

Research Provider and PTAC acknowledge that this Agreement and the relationship between the Parties will be subject to the provisions of the Freedom of Information and Protection of Privacy Act (Alberta).

The provisions of this section shall survive for 5 (five) years after the end of the Term.

In the event that some confidential material is inadvertently shared, each Participant will keep such information confidential and shall not, without the consent of other Participant(s), disclose that information. Also, in the event that some confidential material is shared or needs to be shared, a separate confidentiality agreement will be executed.

Participant(s) acknowledge and agree that in the event of any breach or threatened breach of the confidentiality provisions of this Agreement, such an occurrence would irreparably and immediately harm PTAC and its members and could not be made whole by monetary damages recoverable under this Agreement. Accordingly, in addition to any other remedy to which a PTAC or its members may be entitled at law or in equity, and notwithstanding any other provision in this Agreement, PTAC shall be entitled to seek an injunction or injunctions (without the posting of any bond and proof of actual damages) to prevent breaches or threatened breach of or to compel specific performance of, the provisions of this section.

8.2 Press Releases and Publicity

No Participant may issue any press release or make any public announcement, brochure, or advertising material concerning this Agreement or its subject matter without the prior written consent of PTAC, which consent will not be unreasonably withheld or delayed, except to the extent required by law, regulation, or policy.

Any public communications, including academic presentations or papers, of any form, verbal, video, electronic or social media of any type, without the prior written consent of PTAC, will be considered a default of this agreement.

9.0 DISPUTE RESOLUTION MECHANISM

9.1 Negotiation by the Participants

If any dispute occurs among the participants, the participants agree that the steps to resolve the dispute are as follows:

1. Seek agreement between the participant(s) through informal discussions, and if not successful in resolving the dispute.
2. Refer the unresolved dispute to a third-party negotiator for resolution, and if not successful in resolving the dispute.
3. Refer the unresolved dispute to binding arbitration.

9.2 Mediation Process

Any Participant involved in a Dispute may request that a mediator with the requisite expertise and experience be appointed by the ADR Institute of Canada Inc. Each Participant in the Dispute shall pay its costs of the mediation. If the dispute cannot be resolved through mediation, the Dispute may be referred to arbitration pursuant to Section 8.3, provided that the dollar amount in dispute exceeds [\$25,000.00 CDN].

9.3 Arbitration Process

If the Participants can not reach a mediated settlement, the Dispute will be referred to arbitration. The arbitration will be conducted by a single arbitrator who is acceptable to all participants involved in the Dispute pursuant to the provisions of the Arbitration Act (Alberta), subject to the additional terms below:

- the arbitration shall be administered by the ADR Institute of Canada, Inc. in accordance with its "National Arbitration Rules";
- For the purpose of determining any limitation periods that apply under this Agreement, Disputes must be filed for consideration within 24 months after the delivery of the final product or deliverable to PTAC. If so filed, and the review period extends beyond that date, the process will be followed to its conclusion.
- If a single arbitrator who is acceptable to all participant(s) involved in the Dispute has not been agreed upon within fifteen (15) Business Days of all participant(s) involved in the Dispute receiving notice of arbitration, any Participant involved in the Dispute may request that a single arbitrator of suitable qualification and experience in respect of the subject matter of the Dispute be appointed by the ADR Institute of Canada Inc. The executive director shall be requested to make this determination within fifteen (15) Business Days of receipt of the request and shall be instructed that time is of the essence of the appointment of an arbitrator and that such arbitrator shall be able to commence the arbitration within fifteen [15] Business Days of appointment. The participant(s) may agree to a list of acceptable arbitrators in advance, in conjunction with or after execution of this Agreement. Upon such agreement, the participant(s) will list the arbitrators in a schedule to this Agreement.
- The participant(s) agree that the decision of the arbitrator shall be binding. The expense of the arbitration shall be paid as specified by the arbitrator. Without limiting the generality of the foregoing, the participant(s) agree that the standard of review applicable to any decision of the arbitrator shall be decided pursuant to the Arbitration Act.
- Judgment upon any award may be entered in any court having jurisdiction, or application may be made to the court for judicial recognition of the award or any order of enforcement, as the case may be.

10.0 GENERAL

10.1 Relationship of the participant(s)

Nothing contained in this Agreement will be deemed or construed by the participant(s), or by any third-party, to create a relationship of partnership or joint venture or a relationship of principal and agent, employer-employee, or franchisor-franchisee between any or all of the participant(s) and no provision contained herein will be deemed to create any relationship between the participant(s) other than the relationship of independent participant(s).

10.2 Project Management

The Research Provider is expected to manage the Project prudently, use funds cost-effectively, and ensure timely completion to a high standard of quality and according to the terms of this Agreement. The Research Provider will:

- Provide Quarterly Reports on or before each project report submission deadline, and will include in each Quarterly Report a summary of expenditures and disbursements, including milestones achieved to date, utilizing the template provided.
- Provide a Final Report on or before the Final Report submission deadline in Schedule B.
- Include in each Final Report a detailed description and amounts for all expenses and disbursements incurred, a summary of the outcomes the Project has achieved, any scientific achievements and an estimate of the number of jobs created from the Project, if applicable.
- Provide an estimate of quarterly accruals two weeks before the end of each Quarter.
- Immediately advise PTAC and the technical champion of any delays in completing the Project.

10.3 Subcontracting and Personnel

A Participant may use a subcontractor, with the advance written consent of the PTAC, not to be unreasonably withheld, to undertake the performance of all or a portion of its obligations under the statement of work. The use of subcontractors will not relieve a Participant from any obligation or liability under this Agreement. A Participant shall ensure all its subcontracts are in writing and shall cause the inclusion in each permitted subcontract of terms consistent with the terms of this Agreement so that the Participant shall have all the rights and benefits herein set forth with respect to each subcontract and subcontractor. Nothing in this Agreement shall be construed as creating a contractual relationship between the participant(s) and any of their subcontractors.

PTAC shall have the right to request and receive copies of subcontract agreements between the Research provider and its subcontractors. Requests by PTAC to receive such agreements shall not be denied, and if so, such denial shall constitute a default of this agreement.

10.4 Force Majeure

A Participant will not be liable to the other participant(s) for any delay in performing or failure to perform any of such Participant's obligations under this Agreement to the extent its performance is delayed or prevented solely and directly due to Force Majeure Event and any delay or failure of that kind will not be a breach of this Agreement and the time for performance of the affected obligations will be extended by a period that is reasonable in the circumstances, provided that the Participant claiming the benefit of this provision:

- promptly gives notice to other participant(s) specifying the Force Majeure Event and providing a good faith estimate of the duration of the Force Majeure Event;
- uses commercially reasonable efforts to overcome the effect of the Force Majeure Event and resume performance of such Participant's obligations under this Agreement as soon as reasonably possible; and
- promptly notifies the other participant(s) when the Force Majeure Event has ceased or been overcome.

Notwithstanding the occurrence of a Force Majeure Event, each Participant will continue to perform such Participant's obligations under this Agreement to the extent that the Force Majeure Event does not prevent such Participant from doing so. For greater certainty, in no event will an act or omission of a

Participant or any person for whom a Participant is responsible under this Agreement or at law constitute a Force Majeure Event.

10.5 Entire Agreement and Amendments

This Agreement, including all attachments incorporated by reference (including schedules), and any agreements and documents to be delivered pursuant to the terms of this Agreement, together constitute the entire agreement among the participant(s) about the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written. There are no conditions, representations, warranties, or other agreements in connection with the subject matter of this Agreement, whether oral or written, express or implied, statutory, or otherwise, except as specifically set out in this Agreement and any agreements and documents that a Participant is required to deliver pursuant to the terms of this Agreement.

10.6 Waiver

A waiver of any default, breach or non-compliance under this Agreement is not effective unless it is in writing and signed by PTAC and the Participant(s) to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Participant in respect of any default, breach, or non-compliance or by anything done or omitted to be done by that Participant. The waiver by a Participant of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Participant's rights under this Agreement in respect of any continuing or subsequent default, breach, or non-compliance, whether of the same or any other nature.

10.7 Severability

Any provision of this Agreement that is prohibited or unenforceable in any Canadian jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.8 Governing Law

The laws of the Province of Alberta and the laws of Canada applicable in Alberta shall govern this Agreement, except for any conflict of laws or rules which would cause to apply the laws of another jurisdiction to apply, and the participant(s) irrevocably attorn to the exclusive jurisdiction of the courts in the province of Alberta as the forum for any disputes under this Agreement.

10.9 Further Assurances

The participant(s) agree to execute and deliver such other documents and perform and cause to be performed such further action as may be necessary or desirable to give full effect to this Agreement.

10.10 Assignment, Successors and Assigns

No Participant may assign this Agreement or delegate any of its duties or obligations without the prior written consent of all participants, such consent not to be unreasonably withheld or delayed.

A Participant may assign this Agreement to an Affiliate as part of a corporate reorganization, which includes the assignment of such Participant's Agreement (which will not be effective until the assigning Participant provides written notice of such assignment to each other Participant).

10.11 Remedies Cumulative

The rights, remedies, powers, and privileges provided to a Participant in this Agreement are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers, and privileges otherwise available to that Participant.

10.12 Notices

Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement will be in writing and will be effectively given and made if (a) delivered personally, (b) sent by prepaid courier service or mail, or (c) sent by confirmed email or other similar acceptable means of electronic communication, in each case to the applicable address set out signature blocks below or to such other address, individual, or email address as may be designated by notice given by any Participant to the other participant(s) in the same manner.

Any demand, notice, consent, authorization, or other communication given by personal delivery will be deemed to have been given on the day of actual delivery or, if given by registered mail, on the tenth Business Day following the deposit of such notice in the mail or, if given by email, on the day acknowledgement of receipt is received. If the time for deemed receipt of a notice falls on a day that is not a Business Day, it shall be deemed to have been received on the next Business Day following.

IN WITNESS WHEREOF, the participant(s) have signed this Agreement as of the last date and signature recorded below and inclusive of expenses incurred as of MONTH DAY YEAR, if they are in accordance with the tasks and responsibilities as detailed in this Agreement and its attached schedules.

<p>[On behalf of RESEARCH PROVIDER]</p> <p>Per: _____</p> <p>Name:</p> <p>Title:</p> <p>Date:</p> <p>Address:</p> <p>I have the authority to bind the corporation.</p>	<p>[on behalf of PTAC]</p> <p>Per: _____</p> <p>Name:</p> <p>Title:</p> <p>Date:</p> <p>Address: Suite 1550, 520 Fifth Avenue SW Calgary, AB, Canada T2P 3R7</p> <p>I have the authority to bind the corporation.</p>
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SCHEDULE A
PROPOSAL SUBMITTED AND ACCEPTED

SCHEDULE B
PROJECT SCHEDULE, MILESTONES, DELIVERABLES, AND BUDGET

B1 Project Schedule/Milestones/Deliverables/Budget Table
(to be completed by researcher and must identify total project funding, funding from AUPRF, funding from other parties, and in-kind cash contributions)

B2 Invoicing

Invoicing will be provided quarterly along with the quarterly update report. Invoices will not be processed without the accompanying quarterly report. A 10% of the total Project cost holdback will be applied to ensure the final report is satisfactory to the technical committee. The holdback will be released to the Research Provider upon the committee's approval of the final report, which approval shall not be unreasonably withheld or delayed.

Disbursements

PTAC will disburse funds through the AUPRF Program to the Research Provider based on expenditures incurred per quarter. Provide PTAC with your report and invoice according to the report periods and submission deadlines.

Each invoice shall accompany a quarterly Project Report.

Invoice Content

All invoices must contain the following information

- Project proponents' contact information (name, address, phone, email)
- Research Provider agreement number associated with the invoice
- The period of the expenses covered by the invoice
- Proof that the milestones for the invoice have been achieved

If this information is not included, it could delay payment of the invoices.

Invoicing and Payment Process

- Project proponents shall submit electronic invoices with the quarterly report to AUPRFInvoices@ptac.org.
- PTAC will review the invoice for completeness. Invoices will not be processed without the accompanying quarterly report.
- PTAC will hold back 10% of the total project awarded amount in accordance with this Agreement. This holdback may be released at PTAC's discretion.
- Please ensure that all invoices submitted use a sequential number format, as duplicate invoice numbers will result in the second invoice not being paid.

SCHEDULE C

RECORD KEEPING AND REPORTING

C1 Record Keeping

Research Provider shall, at its own expense.

- keep proper and accurate books, accounts, and records of its revenue received and expenses incurred and paid in connection with the Services and shall keep its invoices, receipts, and vouchers relating thereto.
- Keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and all information relating to the outputs and outcomes of the Services.
- on-demand and with a minimum notice of sixty (60) days from PTAC, make available to PTAC such books, accounts, records, invoices, receipts, and vouchers referred to above and permit PTAC to examine, audit and take copies and extracts from such documents

During the Term and for five (5) years immediately following the last day of the Term, the Research Provider shall maintain or cause to be maintained full, accurate and complete records of the activities conducted and the results achieved through the conduct of the project.

During the Term and for five (5) years immediately following the last day of the Term, the Research Provider shall keep full, accurate and complete records and books of account relating to the receipt and expenditures.

C2 Reporting

Participant(s) will provide quarterly progress reports on the technical, administrative, and site activities to PTAC in the prescribed form available on request. PTAC will not pay invoices without the parallel submission of the quarterly progress reports.

The Research Provider will supply PTAC with the following products, prepared according to the Project.

Deliverables Guidelines are as follows:

- Digital copies of all Quarterly Reports and Final Reports, other reports, maps, or other deliverables specified in this Agreement (PDF by email).
- An Executive Summary Report (2-3 pages) for use in disseminating project results.
- Best Practices /Emissions Reductions/Tangible Project Outcomes
- A main report based on an approved format by PTAC.
- A summary of the quality control and peer review process (2-3 pages).

All reports/data/information, etc., are the property of PTAC and the funders.

C2.1 Quarterly Reports

As per the PowerPoint Presentation template available from PTAC on request.

C2.2 Final Reports

The Final Report shall be provided to PTAC in Word form with accompanying data tables in appendices in Calibri 12 font, with a 1.1 line spacing and include:

- **Cover Page – with acknowledgements of the funding organizations and other supporting organizations**
- **Executive Summary**

- **Best Practices /Emissions Reductions/Tangible Project Outcomes**
- **Table of Contents**
- **Background**
- **Methodology – including quality control and peer review process**
- **Data**
- **Results**
- **Discussion**
- **Conclusions**
- **Recommendations**
- **Application (including extension to specified audiences)**
- **References**

All reports will include a disclaimer on the cover of the document that says:

DISCLAIMER: PTAC does not warrant or make any representations or claims as to the validity, accuracy, currency, timeliness, completeness or otherwise of the information contained in this report, nor shall it be liable or responsible for any claim or damage, direct, indirect, special, consequential, or otherwise arising out of the interpretation, use or reliance upon, authorized or unauthorized, of such information.

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Final Reports: Project Results

The Research Provider shall prepare and submit to PTAC a signed and dated Final Project Report on or before the COMPLETION DATE. The Final Report of project findings and any accompanying final products will be provided to PTAC, and at the sole discretion of PTAC, communicated to stakeholders and the general public.