CONTRACT NO: 24AFD

CONTRACT made effective this _____ day of _____, .

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF ALBERTA, as represented by the

Minister of Forestry and Parks
(the “Province")

- and -

(the “Contractor")

The Province requires the use of aircraft, complete with aircrew, to provide transportation and other fire related services. The Contractor has agreed to supply the aircraft and aircrew to provide the services requested by the Province from time to time throughout the term of this Contract.

The parties agree as follows:

DEFINITIONS

1.

(1) In this Contract (including the Schedules of, and Recitals to, this Contract):

(a) “AWCC” means the Alberta Wildfire Coordination Centre, located in Edmonton, Alberta;

(b) “aircraft” means the aircraft provided by the Contractor under the terms of this contract;

(c) “aircrew” includes sufficient persons such as pilots, engineers and maintenance personnel assigned to an aircraft by the Contractor as are required to provide the operations;

(d) “business day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;

(e) “charter period” means the period of time for which the Contractor supplies aircraft for the exclusive use of the Province at the request of the Province;

(f) “double crew” means a second aircrew for an aircraft when requested by the Province and provided by the Contractor;

(g) “engineer” includes a regular, substitute or relief engineer assigned by the Contractor to an aircraft;

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(h) "flight report" means the Province's AO-02 flight report form;

(i) "FOIP Act" means the Freedom of Information and Protection of Privacy Act (Alberta), as amended from time to time;

(j) "materials" means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of this Contract;

(k) "operations" means the provision of aircraft, aircrew and related services related to firefighting, pre-suppression, mountain pine beetle and other operations of the Province;

(l) "personal information" means personal information as defined in the FOIP Act;

(m) "Pilot's Handbook" means the Wildfire Management Branch (current edition) publication, which describes aircraft specifications, aircrew qualifications, and operational procedures. The Pilot's Handbook is updated annually and distributed to Contractors;

(n) "Province" includes the Minister, Deputy Minister of Forestry and Parks, or any person authorized by the Minister or Deputy Minister to act on behalf of the Minister for the purposes of this Contract;

(o) "Transport Canada" means Transport Canada or any employee of the Crown in right of Canada who works in the Ministry of Transport and who is authorized, expressly or impliedly, to act on behalf of the Minister of Transport in relation to any of the matters dealt with in this Contract;

(p) "term" means the period specified in section 2(1);

(q) "unserviceable" means the circumstance of and time when the aircraft, pilot or engineer for it is not in condition to perform, fails to perform or is unavailable to perform during the alert/standby period as defined in the Pilot Handbook or work assignment period specified in the daily Incident Action plan or Area daily operations plan.

(2) In this Agreement, including the Schedules, words importing the singular include the plural and vice versa; words importing male persons include female persons and vice versa; and words importing persons include firms and corporations.

(3) The following Schedules are attached to and are made a part of this Agreement:

Schedule A – Flight Report Requirements;

Schedule B – Aircrew Subsistence Rates;

(4) The headings of the Agreement are inserted for convenience of reference only and shall not affect the meaning or construction of this Agreement.

Classification: Protected A

TERM

2.

(1) The term of this Agreement is from _____, to March 31, 2029 unless terminated in accordance with this Contract.

PERFORMANCE OF SERVICES

3.

(1) Throughout the term the Contractor agrees to make the aircraft and aircrew available for operations for such charter periods as are requested by the Province. The Contractor acknowledges that the Province has no obligation to request any charter period, or to request any minimum quantity of charter periods or flight time throughout the term. The Contractor must provide the aircraft and aircrew for requested charter periods whenever they are reasonably available but may decline a request to provide aircraft and aircrew for any requested charter period if they are unavailable and if the Province is so advised at the time the charter period is requested.

(2) The Contractor hereby warrants to the Province that the aircraft furnished by it to the Province pursuant to this Agreement:

(a) are owned or leased by the Contractor; and

(b) are and shall be maintained throughout the term, in accordance with the regulations set forth by Transport Canada.

(3) The Contractor must maintain a valid Air Operator Certificate throughout the term of the Contract. The Contractor agrees, upon request of the Province, to produce to the Province their Air Operator Certificate.

(4) The Contractor also warrants to the Province that in respect of each of the aircrafts a Certificate of Airworthiness issued by Transport Canada is, and will continue throughout the term to be, in force and effect. The Contractor agrees, upon request of the Province, to produce to the Province any Certificates of Airworthiness requested by the Province.

(5) In the event that any or all of the aircrafts furnished to the Province pursuant to this Agreement have been leased by the Contractor, the Contractor further warrants that such leases are, as of the start of the term, in good standing. During the term, the Contractor shall, upon request of the Province, provide evidence of the satisfaction of the Province, as to the standing of such leases.

WORKERS' COMPENSATION

4.

(1) The Contractor must maintain a valid account with the Alberta Workers' Compensation Board (WCB) covering all workers involved with this Contract, or shall provide the Province with documents verifying that the WCB has denied the Contractor's application for an account. The Contractor shall provide evidence of standing with the WCB during the term upon request by the Province.

(2) If at any time the Province is unable to obtain official clearance from the WCB for and in respect of fees, premiums and assessments that are or may become payable by the Contractor to the WCB relating to the Contractor's performance of the operations, the Province shall be entitled to, at its sole option, withhold sufficient amounts of monies

Classification: Protected A

earned by the Contractor to cover the potential WCB claim and remit to the WCB from the Contractor's earnings such amount as the WCB claims.

INDEMNITY AND HOLD HARMLESS

5.

(1) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:

(a) that party's breach of this Contract, or

(b) the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.

(2) The Contractor shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.

INSURANCE

6.

(1) The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, in accordance with the *Alberta Insurance Act*, insure its operations under a contract of aviation aircraft liability insurance, including war liability AVN.52E or equivalent in an amount not less than:

(a) $25,000,000 (for aircraft with a capacity of 0-9 passengers)

(b) $50,000,000 (for aircraft with a capacity of 10-19 passengers)

(c) $200,000,000 (for aircraft with a capacity of 20+ passengers)

combined single limit, any one occurrence, insuring against bodily injury/property damage inclusive of liability to third parties and/or passengers, including baggage and cargo liability.

(2) The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of aviation general liability insurance, in accordance with the *Alberta Insurance Act*, for aviation premises and operations used in carrying out the obligations under this Contract in an amount not less than $10,000,000 insuring against third party bodily injury, personal injury and property damage. Such insurance shall extend to include personal injury, contingent employer's liability, and war liability AVN.52D or AVN.52E or equivalent.

(3) The Contractor shall, maintain coverage for sudden and accidental pollution liability in an amount not less than $250,000 per occurrence.

(4) The Contractor shall maintain aircraft hull insurance, insuring against loss of or damage to the aircraft, and against all risks, ground and flight, in an amount not less than its market value. The Contractor may maintain a program of self-insurance in place of

Classification: Protected A

purchased coverage if it chooses to do so but must notify the Province in advance.

(5) Policies of insurance required under sections (1) and (2) shall include the following coverage provisions:

(a) Province shall be added as an additional insured;

(b) include a waiver of subrogation in favor of the Province;

(c) be primary and not require a pro-rata sharing of liability with any insurer of the Province;

(d) include a severability of interest clause;

(e) include contractual liability provisions;

(f) include 30 days' notice of cancellation to the Province except with respect to war/allied perils which are subject to automatic or seven (7) days' notice of cancellation;

(g) the policy of insurance required under section (c) shall include a waiver of subrogation in favor of the Province with respect to aircraft hull insurance. If self-insuring the aircraft hull the Contractor must provide a waiver of recourse in favor of the Province for any and all loss or damage to such self-insured aircraft.

(6) The Contractor and all proposed subcontractors shall provide the Province with acceptable evidence of insurance, in the form of a detailed certificate of insurance, within ten (10) Business Days of entering into this Contract, annually on the anniversary of the commencement date of this Contract, and at any other time upon request of the Province.

(7) The Contractor shall ensure that all its aviation subcontractors obtain and maintain insurance sufficient to meet the requirements in this clause.

(8) The policy of aircraft insurance shall not contain any endorsements or exclusions by the insurer to prohibit deliberate low flying as required for the conduct of the operations under the policy.

(9) The Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor and used in the performance of the operations, in an amount not less than $2,000,000. Coverage shall include non-owned automobiles used in the performance of the operations.

STATUTORY COMPLIANCE

7.

(1) The Contractor and its employees and agents shall comply with the provisions of:

(a) To the extent that the *Occupational Health and Safety Act* applies to the Contractor in providing services under this Contract, the Contractor shall be responsible for meeting owner obligations under the *Occupational Health and Safety Act*.

(b) The Contractor shall inform itself, and cause its employees to inform themselves, as to their respective legal responsibilities under the *Occupational Health and*

Classification: Protected A

Safety Act and regulations.

(c) The Contractor shall immediately report to the Province all serious injuries and incidents as defined in the *Occupational Health and Safety Act* occurring as a result of any services provided under this Contract. The Contractor shall further ensure that it reports health and safety incidents to the WCB, other government departments, and Transport Canada, where required by statute or regulation to do so.

(d) Where required by statute or regulations. Where the Province determines and notifies the Contractor that work does not comply with the *Occupational Health and Safety Act* and the regulations under that Act or the safety plan, that work will be suspended. That work shall not resume until corrective actions have been taken to the satisfaction of the Province.

(e) The Contractor shall provide approval letters from Transport Canada indicating that they have an approved Dangerous Goods training program and an approved Chapter on Dangerous Goods in the Contractor's operations manual.

PERSONNEL

8.

(1) The Contractor, at all times and at its own expense, shall provide aircrew for the aircraft as described in, and conforming to the requirements of the current edition of the Pilot's Handbook, and shall for each of those personnel who, for any reason whatsoever, is unable to perform the duties, provide at its own expense a substitute who is satisfactory to the Province.

(2) The Province may require the Contractor to remove from the operations any or all members of the aircrew and to employ substitutes, if in the Province's opinion aircrew members are unsatisfactory for the aircraft or operations for safety or other reasons. If the Province requires removal of aircrew under this section, the aircraft involved shall not engage in the operations until replacement aircrew satisfactory to the Province are assigned to the aircraft.

(3) If the Contractor wishes to replace or substitute any member of the aircrew, the Contractor must notify the Province in advance of any replacement or substitution. All replacement or substitute crew members must be approved in advance by the Province.

(4) The Contractor agrees that it and its personnel, when using government premises including camps, shall comply with all security policies, procedures, and regulations in effect from time to time at such premises.

(5) The relationship of the Contractor to the Province in performing the operations under this Contract is that of an independent contractor, and nothing in this Agreement is to be construed as creating an agency, partnership or joint venture relationship between the Contractor and the Province. Personnel of the Contractor shall not be considered employees of the Province for any purpose.

(6) Except as specifically provided in this Contract, the Public Service Act and the regulations under that Act do not apply to this Contract and neither the Contractor, nor its employees shall be entitled to any of the rights or benefits afforded to members of the Public Service of the Province of Alberta.

Classification: Protected A

(7) During any charter period the Contractor shall provide, if able, a double crew if requested by the Province

OPERATIONS

9.

(1) The Contractor shall cause all repairs, inspection and maintenance to be carried out necessary to keep the aircraft in airworthy condition at all times throughout the term.

(2) The Contractor shall, at the request of the Province, ensure that all such repairs, inspection and maintenance are carried out during night hours only, to allow for maximum aircraft utilization during daylight hours.

(3) All flights of aircraft, except test flights, shall be at the direction of the Province. The Contractor shall advise the Province in advance of all test flights. All test flights shall be at the Contractor's expense.

(4) Notwithstanding any other provision of this Contract the pilot of the aircraft is at all times in control of and in charge of the aircraft and, without limiting the generality of the foregoing, shall make the final decision on the following:

(a) the safety of each proposed flight of the aircraft;
(b) the suitability of weather for flying the aircraft;
(c) the composition, weight and storage of cargo;
(d) the altitudes and speeds at which the aircraft is to be flown; and
(e) the places where the aircraft may be safely landed.

(5) During every charter period the Contractor shall have the aircraft airborne within the time stipulated by the Province, as identified in the Pilot Handbook and subject only to normal procedure and maintenance requirements.

(6) The Contractor shall, on each day during charter periods, record on the flight report, the particulars of all flights made during that day by the aircraft in accordance with Schedule A. The Contractor shall submit the flight report to the Province for certification and approval at the conclusion of each flight day.

(7) All aircrafts shall leave point of hire fuelled as required to meet the operational needs specified at the time of hire. When aircrafts are released from the charter period the Province shall honour invoices for fuel that was utilized from departure from the point of hire up to and including return to point of hire.

(8) During each charter period, the Contractor shall furnish the appropriate vehicles required to move the Contractor's crew between their place of lodging and the site of the operations.

(9) The Contractor shall equip the aircraft in accordance with the specifications identified the current edition of the Pilot Handbook.

(10) The Contractor shall comply with the requirements and procedures identified in the current edition of the Pilot Handbook.

Classification: Protected A

PAYMENT

10.

(1) Subject to and in accordance with this Contract, the Contractor shall submit to the Province regular invoices, including all approved flight reports or receipts, for charges for each charter period in respect of the following:

(a) the time (metre time) during the charter period in which the aircraft was engaged in flying (meter time or roll to stop times Tariff Rates for fixed-wing aircraft);

(b) the expenses necessarily incurred during the charter period to board, lodge and transport the crews of the aircraft at the places or locations designated in accordance with the current Wildfire Management Aircrew Subsistence Rates attached as Schedule B;

(c) local airport authority fees incurred in the performance of this Contract;

(d) NAV Canada landing fees incurred in the performance of this Contract; and

(e) double crew rate, if applicable.

(2) With respect to any aircraft that has not been released by the Province but that has been pulled by the Contractor for another job:

(a) the Province will not be liable for and will not pay for flight time for that aircraft back to the place of hire or new job location; and

(b) the Province will not be liable for and will not pay for any unused minimums that might otherwise apply if the Province had not been advised in advance and if that aircraft was still required by the Province.

(3) The Contractor will submit an invoice in respect of its services under this Contract for which an invoice has not been previously submitted to the Province.

(4) Subject to and in accordance with this Contract, the Province will make payments with respect to the aircraft provided by the Contractor in accordance with the Contractor's published Tariff Rate at the time of the charter period. Current Tariff Rates shall:

(a) be provided to the Province in writing on the following basis:

(i) each year of the term of the Contract; and
(ii) each time the Contractor’s Tariff Rates change;

(b) identify all extra costs;

(c) include an hourly flying rate (wheels roll to wheels stop) that includes fuel and oil, for payment of flights that include loitering time requested by the Province or aerial reviews/patrols; and

(d) include an hourly standby rate, for payment of periods where the Province has requested the aircraft to standby.

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(5) The Contractor shall, at its own expense and without recourse against the Province, bear, pay and be responsible for any and all taxes, excise and charges of a like nature that may be imposed on, or on the sale, transfer or provision to the Province of, the operations and goods used or provided in connection with or as part of the functions, duties and matters to be performed or provided by the Contractor, except those charges for which the Province is made expressly responsible pursuant to this Contract.

(6)

(a) The Province certifies that these goods and services are being purchased with Crown funds by the Province.

(b) The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the Excise Tax Act (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.

(7) Payment of any invoice submitted under subsection (1) shall be conditional upon the Province's review and approval of the invoice.

(8) The Contractor shall pay all expenses associated with the operations, except those expenses for which the Province is made expressly responsible pursuant to this Contract. Without limiting the generality of the foregoing, the Contractor shall pay the following expenses in connection with the operations:

(a) cell phones, pagers and any long distance telephone toll charges;
(b) aircrew laundry and dry cleaning; and
(c) ground and air transport for parts, repairs and aircrew changes.

(9) The Contractor shall:

(a) Keep and maintain, in accordance with generally accepted accounting principles, complete and accurate books, records and accounts of all costs and expenditures relative to or in connection with the services;

(b) On demand, make available to the Province or its duly authorized representative for inspection, reproduction, audit or any other reasonable purpose every such book, account or record, and supporting documents; and

(c) Ensure that the books, records and documents described in clause (a) are not destroyed without the Province's written authorization for a period of three years after the conclusion of the services provided pursuant to this Contract.

MATERIAL OWNERSHIP

11.

(1) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the Province as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the Province upon completion or termination of this Contract, or upon request of the Province.

Classification: Protected A

(2) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Contractor or a third party prior to the Effective Date remain the property of each party respectively.

(3) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Effective Date ("Contractor Materials") is reproduced or incorporated in the Materials, the Contractor grants to the Province a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.

(4) The Contractor

(a) irrevocably waives in whole all moral rights, and
(b) shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights;

i. in and to the Materials in favour of the Province and the Province's assignees and licensees. Upon request of the Province, the Contractor shall deliver to the Province copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.

ii. Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain written permission from the copyright holder and provide the Province with copies of the written permissions that are satisfactory to the Province.

iii. The Contractor shall cooperate with the Province in protecting the Province's ownership or intellectual property rights in the Materials.

NON-DISCLOSURE OF INFORMATION

12.

(1) Except as provided in clauses 12 and 14, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Contractor in the performance of the Services (the "Province's Information"), shall not be disclosed or published by the Contractor without the prior written consent of the Province. The Contractor may disclose the Province's Information to employees, subcontractors or agents of the Contractor who have a need to know for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract.

(2) Subject to clause 14(2), the Contractor's obligations in clause 12(a) do not apply to information or documents which:

(a) are or become publicly available through no act or omission of the Contractor;
(b) are independently developed without benefit of the Province's Information; or
(c) are received by or from a third party without restriction and without a breach of an obligation of confidentiality.

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(3) The Contractor shall retain the Province's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the Province's Information. The Contractor shall immediately advise the Province of any unauthorized access, use, disclosure, loss or destruction of the Province's Information, and shall provide the Province any assistance reasonably required to rectify such a situation.

(4) The Contractor shall return or deliver the Province's Information to the Province upon completion or termination of this Contract, or upon request of the Province.

(5) The Province's Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure.

(6) No press release, public announcement or other public commentary relating to this Contract shall be made by the Contractor without the prior written approval of the Province.

NOTICES

13.

All notices, payments, invoices, statements, reports, or other communications required or permitted to be given by one party to the other under this Contract (collectively "notices") must be in writing to be effective. Each notice is effective when actually delivered by hand delivery or registered mail (postage prepaid) to the following respective addresses:

to the Province as follows:

Senior Manager, Wildfire Response
7000 – 113 Street
Edmonton, AB T6H 5T6

to the Contractor, as follows:

The Contractor: _____
Address: _____
_____
_____
Attention: _____
Telephone: _____
E-Mail: _____
Fax: _____

Either party may change its address information by giving notice to the other in the above manner. Notice by facsimile shall be effective if a fax number has been specified above and provided that the facsimile has been actually received by the other party.

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FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

14.

(1) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the FOIP Act. The Contractor further acknowledges that the FOIP Act applies to the Province's Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the FOIP Act in its collection, use and disclosure of any Personal Information.

(2) The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the Province.

(3) Upon request, the Contractor shall, at the Contractor's expense, and within five Business Days, provide to the Province any records that are requested under the access provisions of the FOIP Act that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the FOIP Act, the Contractor shall not respond to it, but shall immediately forward the access request to the Province for further handling.

(4) In providing the Services the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.

(5) The Contractor shall:

(a) protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
(b) immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same; and
(c) provide the Province with any information regarding the Contractor's security measures that the Province may require to verify compliance with the FOIP Act.

(6) The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the Province.

(7) The Contractor shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

Classification: Protected A

TERMINATION

15.

The Province may without cause terminate this Contract effective immediately upon notice to the Contractor. After expiry or termination of this Contract, the Province shall have no further obligation to the Contractor other than to pay the Contractor for the value of the unpaid operations, which were actually rendered in accordance with this Contract. The rights, remedies and privileges of the Province under this Contract are cumulative and any one or more may be exercised.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

16.

(1) The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or the Contractor's employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:

(a) the Contractor shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further the Contractor's private interests;

(b) where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;

(c) except for payment as set out in this Contract, the Contractor shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the services;

(d) the Contractor shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the services;

(e) the Contractor, upon request by the Province shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees or subcontractors; and

(f) the Contractor shall comply with, and ensure that its employees and subcontractors comply with, the *Lobbyists Act* of Alberta.

(2) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the Contractor's performance of the services, the Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the Province. If the Province is of the opinion the Contractor is in a conflict of interest, the Province may terminate this Contract.

Classification: Protected A

GENERAL

17.

(1) The Contractor agrees that it shall not assign this Contract or subcontract any of its obligations under this Contract without the prior written consent of the Province and any assignment or subcontract made without that consent shall be of no effect.

(2) This contract is governed by the laws of the Province of Alberta, and the forum for any legal proceedings relating to this contract is the Province of Alberta.

(3) The Contractor agrees that the terms and conditions of this contract shall be binding upon and adhered to by the Contractor and its staff. The Contractor further agrees that all consultants and subcontractors it may deal with in connection with this contract (if they are allowed and approved by the Province) shall be required by the Contractor to comply with and adhere to the terms and conditions of this Contract.

(4) Each party shall perform the acts, execute and deliver the writings, and give assurances necessary from time to time to give full effect to this Contract.

(5) This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.

(6) Subject to the restrictions in this Contract against assignment or subcontracting by the Contractor, this Contract shall be for the benefit of and bind the successors and assigns of the parties

(7) With respect to any provision of this Contract requiring any act or thing to be done or performed by a specified time or date, time is of the essence.

(8) The Contractor represents that it is a resident of Canada for income tax purposes and understands that certain holdbacks may be required by Canadian law.

(9) The Province may, from to time to time, waive the performance or breach by the Contractor of any provision of this Contract, but a waiver is not effective or binding on the Province unless it is in writing and is signed by the Province or under the Province's authority. A waiver, even if signed and in writing, does not limit or affect the Province's rights with respect to any other breach including any future breach.

(10) If any provision of this Contract is declared by a court of competent jurisdiction to be unlawful, invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Contract.

(11) This Contract may be executed in counterparts, in which case the counterparts shall constitute one agreement and communication of execution by fax transmission or provision of a PDF version sent by email shall constitute good delivery.

(12) Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

Classification: Protected A

SURVIVAL OF TERMS

18.

(1) Notwithstanding any other provisions of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue to be binding, including without limitation the following:

(a) section 5 (Indemnity and Hold Harmless);
(b) section 11 (Record-Keeping);
(c) section 12 (Non-Disclosure of Information); and
(d) section 14 (Freedom of Information and Protection of Privacy).

HIS MAJESTY THE KING IN RIGHT OF ALBERTA, as represented by the Minister of Forestry and Parks	(Name of Contractor)
Per:	Per:
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Classification: Protected A

Schedule A

Flight Report Requirements

The Alberta Government AO-02 Flight Report or the Contractor's Flight Report (providing that it is approved for use, and comparable to Alberta Government AO-02 Flight Reports), completed in legible handwriting, shall be attached to the Contractor's invoices and contain the following information:

(a) Flight Date;
(b) Vendor Name;
(c) Aircraft Type;
(d) Aircraft Registration;
(e) Aircraft Registration Substitution (if applicable);
(f) Departure and Down For Night Location;
(g) Aircraft Departing From, Roll/Up Time;
(h) Aircraft Arriving To, Stop/Down Time;
(i) Total Flight time according to Meter Reading, Start and Finish and Difference (If Aircraft has no meter, an explanation must be provided);
(j) Purpose of Flight;
(k) Fire# / Project Code (if applicable);
(l) Crew# / Type (if applicable);
(m) Any landing fees to be charged;
(n) Comments;
(o) Supplied by Vendor and GOA fuel number of litres and cost per litre
(p) Pilot(s) and Engineer(s) Printed Name;
(q) Crew expenses supplied by Aircraft Company or GOA; Breakfast; lunch; dinner; accommodations and/or vehicle rental.
(r) Signature of Pilot; and
(s) Flight Verification
    i. Pilot Signature and Pilot Printed Name;
    ii. Verified by Signature, title, printed name and phone number of authorized Province representative.

NOTE:

- Flight reports should be batched and attached to <u>one invoice per contract</u> for the periods of no less than two (2) weeks.
- All eligible aircrew expenses and fuel supplied by the aircraft company must be recorded on the Daily Flight Report (AO-02). If these chargers are not recorded on the Daily Flight Report (AO-02), payment for these charges will not be honored.
- Incomplete flight reports will be returned to the Contractor along with the unpaid invoice.

Classification: Protected A

Schedule B

Aircrew Subsistence Rates*

Aircrew(s) and supporting engineering staff are eligible for meals, accommodations and vehicle rental when the aircraft starts and finishes its day away from the point of hire. If the aircraft starts and finishes its day at the point of hire, the aircrew(s) and supporting engineering staff are **NOT** eligible for any subsistence claim. The aircraft company must submit original receipts when claiming any accommodation, meals or vehicle rental in excess of the daily limits or for duplicate rooms.

If business travel is necessary in the performance of the Services, the Contractor may claim the following:

i. use of a private vehicle at a rate of $120.00 per day. Vehicle expenses incurred by the Contractor during the Core Period, limited to reimbursement by the Province for the provision of four (4) vehicles for the transportation of the pilots and two (2) vehicles for the transportation of the Aircraft maintenance crew.

ii. $57.00 per day meal allowance (as outlined in the Government of Alberta Travel, Meal and Hospitality Expenses Policy, as amended from time to time):

Breakfast - $13.00
Lunch - $17.00
Dinner - $27.00

iii. accommodation in the amount shown on the bill if Service delivery requires overnight stay.

The Province will attempt to provide meals and accommodations to the aircrew **when applicable** at the base of operations (camp arrangements). In the event that meals or accommodations are provided by the Province, the Contractor shall not be entitled to invoice the Province for such costs. In the event the Province cannot provide meals and/or accommodations **and the contractor is eligible for subsistence claims**, the Contractor will be reimbursed at the above rates.

Classification: Protected A