

1. Call to Order

2. Adoption of Agenda

3. Conflict of Interest Declarations

4. Resolutions

- a. Alma Water Project Indigenous Monitor Agreement
- b. Hillsborough Water Exploration Project

5. Closed Session

Local Governance Act, SNB 2017, 68(1)(j) labor and employment matters, including the negotiation of collective agreements

6. Adjournment



Mi'gmawé'l Tplu'taqnn

INDIGENOUS MONITORING AGREEMENT

THIS INDIGENOUS MONITORING AGREEMENT (the “**Agreement**”) is made this day of March, 2025 (the “**Effective Date**”),

BETWEEN:

Fundy Albert, a village municipality (hereinafter referred to as “**Fundy Albert**”)

-and-

Mi'gmawé'l Tplu'taqnn Incorporated (hereinafter referred to as “**MTI**”) for the purposes of this Agreement represents the following Mi'gmaq First Nations in New Brunswick: Amlamgog (Fort Folly), Esgenoôpetitj (Burnt Church), L'nu Menikuk (Indian Island), Metepenagiag (Red Bank), Natoaganeg (Eel Ground), Oinpegitjoig (Pabineau), Tjipōgtōtjig (Bouctouche), and Ugpig'anjig (Eel River Bar)

(each a “**Party**” and together the “**Parties**”)

WHEREAS:

- A. Fundy Albert intends to proceed with its project to upgrade the Alma municipal water system to improve its capacity and resolve recurring boil water advisories (the “**Project**”). The Project includes updates to existing wells and pumphouse site, a new well site, a new access road and watermain area, a pressure reducing valve area, and construction of a laydown area, further details of which are set out in Appendix “A”.
- B. The Project includes several parcels of lands as identified in Appendix “B”, each of which are held by private landowners or Fundy Albert (the “**Project Area**”).
- C. MTI is concerned that during ground excavation there is potential that pre-contact archaeological resources will be uncovered in the Project Area, and MTI desires to be informed throughout the duration of the Project of when Fundy Albert will be performing any Project construction/activities involving ground disturbance.

D. The Parties wish to enter into this Agreement to set the terms and obligations of both Parties regarding the environmental/archaeological monitoring of the Project Area during on site environmental, archaeological work, or excavation.

NOW THEREFORE, the Parties covenant and agree as follows:

1. MTI will provide an Indigenous monitor (the "**Monitor**") to perform monitoring of the Project and related services at the Project Area, as further described in Appendix "C" (the "**Monitoring Work**").
2. The Monitoring Work will initially consist of 750 hours (including travel time). If additional monitoring is requested by MTI or Fundy Albert after completion of the 750 hours of Monitoring Work, the Parties agree to negotiate a new agreement or an extension of this Agreement on similar terms.
3. Fundy Albert agrees to provide funds to MTI for the Monitoring Work, as follows:
 - a. \$30.00 per hour of Monitoring Work, including travel time directly to and from the Project (the "**Monitoring Fees**").
 - b. Reimbursement for Monitor's travel, meals, and overnight accommodations if required, will be paid by Fundy Albert to MTI at the following rates (the "**Additional Fees**"):
 - i. \$0.59/km travelled;
 - ii. Up to \$109.45/day for meals;
 - iii. Up to \$120/night for accommodation.
 - c. Fundy Albert will pay to MTI a 10% administration fee on the reimbursement of any incurred Additional Fees.
 - d. During the Term (defined below), MTI shall notify Fundy Albert if the fees identified in subsection 3(a) shall exceed a total of \$22,500.00.
 - e. All financial values set out in this Section 3 are in Canadian dollars.
4. Fundy Albert will pay in advance to MTI an amount equal to 60% of the anticipated Monitoring Fees, which amounts to a sum of \$13,500.00 (the "**Advance**"), which shall be paid to MTI upon MTI providing Fundy Albert with an invoice for this purpose.
5. MTI shall provide Fundy Albert with a monthly invoice that includes the following information, and which shall be a condition for payment:
 - a. Detailed number of hours of Monitoring Work performed, by date completed;
 - b. Additional Fees incurred in carrying out the Monitoring Work, in accordance with Section 3(b);
 - c. The number of hours remaining to reach the 750 hours agreed to in this Agreement; and

- d. The dollar value remaining to reach the budget for the Monitoring Fees (\$22,500.00). Subject to such invoices being complete, valid, and to the reasonable satisfaction of Fundy Albert, Fundy Albert agrees to pay such invoices, or, at its discretion, offset them against the Advance, within 30 days of receipt and submission of supporting documentation. Any amount of the Advance that has not been offset against an eligible invoice by Fundy Albert at the termination of this Agreement shall be repayable by MTI to Fundy Albert within 30 days of the date of termination.
6. If artifacts are discovered (a “**Find**”), the Archaeological protocol of the Archaeology and Heritage Branch will be followed. As per the *Heritage Conservation Act* (New Brunswick), all activity will be stopped near the Find, and the Manager, Regulatory Unit of the Archaeology and Heritage Branch, Department of Tourism, Heritage and Culture will be contacted at (506) 453-2748, as well as the designated MTI monitor, if not present on site at that moment. This Section 6 does not create an enforceable obligation or alter or amend Fundy Albert’s obligations under the *Heritage Conservation Act* (New Brunswick) as such may be amended from time to time.
 7. This Agreement shall commence on the Effective Date and shall remain in effect until the completion of 750 hours of Monitoring Work (the “**Term**”). Prior to the end of Term, the Parties may renew this Agreement in accordance with Section 2.
 8. MTI must ensure the Monitor complies with Fundy Albert’s health and safety rules at all times when present at the Project Area, as well as the health and safety rules of any contractor engaged by Fundy Albert in relation to the Project. Fundy Albert shall provide a copy of all relevant health and safety rules to the Monitor, and Fundy Albert may restrict access or remove the Monitor from the Project Area at its discretion if the Monitor is not in compliance with the applicable health or safety rules, or if the presence or activities of the Monitor may pose, in Fundy Albert’s reasonable opinion, a risk to safety, property, or the environment.
 9. Primary contact for MTI during the term of this agreement will be Stephen Ginnish, Forestry and Natural Resource Coordinator for MTI. Other key contacts for both Parties are listed under Appendix “D”.
 10. This Agreement may be executed in any number of counterparts and signature pages may be delivered electronically, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart or to produce an original executed counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement on this ____ day of _____, 2025.

Mi'gmawe'l Tplu'taqnn Incorporated (MTI)

Name: Chief George Ginnish

Title: Co-Chair

Name: Chief Rebecca Knockwood

Title: Co-Chair

Fundy Albert

Name:

Title:

Name:

Title:

APPENDIX A ADDITIONAL PROJECT DETAILS

Fundy Albert intends to proceed with upgrades to their municipal water system to improve its capacity and resolve recurring boil water advisories. The scope Project work is generally as follows:

- a. Existing Wells and Pumphouse Site:
 - i. Upgrades to the existing municipal well
 - ii. Conversion of the backup municipal well to a monitoring well;
 - iii. Upgrades to the existing municipal well pumphouse;
 - iv. Decommissioning of existing water reservoir;
 - v. Construction of a new communication tower
 - vi. Site work and grading.

- b. New Well Site:
 - i. Construction of a new water control building;
 - ii. Construction of two (2) above-ground water storage reservoirs;
 - iii. Commissioning of two (2) water wells constructed in 2022-2023, including pump installation;
 - iv. Underground piping, site work and fencing.

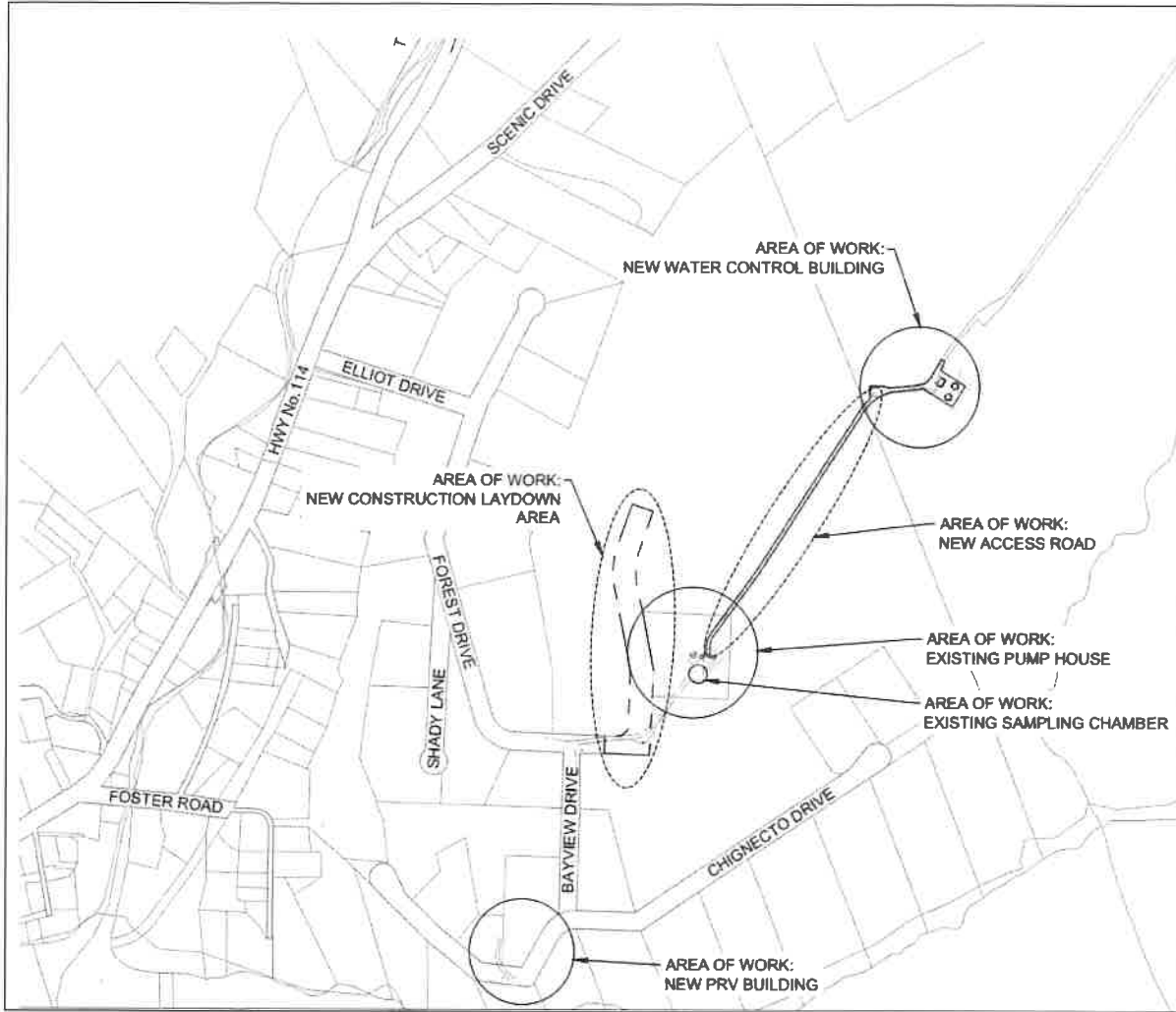
- c. New Access Road and Watermain Area:
 - i. Clearing, grubbing and stripping operations;
 - ii. Installation of new water mains;
 - iii. New electrical servicing from the existing well site to the new well site (overhead lines and poles);
 - iv. Construction of new gravel access road, including ditching.

- d. Pressure Reducing Valve (PRV) Area:
 - i. Construction of a new pressure reducing valve building;
 - ii. Site work including watermain connections, ditching, culvert installation, driveway construction, road restoration.

- e. Construction Laydown Area:
 - i. Construction of a laydown area for contractor use during construction, including tree cutting, grubbing, stripping of organic materials, ditching, and placement of gravel or crushed rock;

- f. Future Contract:
 - i. Design is not yet complete for future phases of the Project, including a new water booster station serving the School St. area and planned water distribution system expansion. Once details are available, further information will be provided by Fundy Albert.

APPENDIX B
MAP – PROJECT AREA



APPENDIX C
MONITORING WORK

The Monitor retained by MTI for the Project shall perform the following services:

1. Monitoring at the Project Area during the following Project activities:
 - a. Ground-disturbance work in previously undeveloped areas of the Project, as follows:
 - i. Stripping and grubbing operations;
 - ii. Excavation for the new water control building foundation, PRV Building foundation, water storage reservoir foundations, underground piping, and structures installation.
2. The Monitor will:
 - a. Use a time log for tracking the monitoring services; and
 - b. Have a copy of the Monitor's worksheet signed and submitted to Fundy Albert **each day** the Monitor is on site;
 - c. Comply with health and safety rules of both Fundy Albert and any on-site contractor engaged for the purposes of the Project. These rules include but are not limited to the constant wearing of the following protective equipment:
 - i. Safety helmet;
 - ii. Gloves;
 - iii. Safety glasses;
 - iv. Vest; and
 - v. Safety boots.

These safety rules shall be followed in addition to any other safety protocols that may be required by Fundy Albert or any on-site contractor engaged for the purposes of the Project.

**APPENDIX D
LIST OF KEY CONTACTS**

Organization	Function	Name	Cell	Email
Fundy Albert; 61 Academy Street Hillsborough, NB E4H 2R4	Director of Operations	Ian Barrett	506-232-3846	Operations@fundyalbert.ca
Englobe Corp. (Engineering Consultant for Fundy Albert)	Project Manager	Brandon Duchesne	506-227-7172	Brandon.Duchesne@englobecorp.com
Englobe Corp. (Engineering Consultant for Fundy Albert)	Site Inspector	Doug Arbeau	506-378-9197	Doug.Arbeau@englobecorp.com
MTI	Executive Director	Dean Vicaire	581-884-2677	deanvicaire@migmawel.org
MTI	Forestry/Natural Resource Coordinator	Steve Ginnish	506-626-1914	steve@migmawel.org
MTI	Assistant	Georgianna Barlow	506 523-5026	georgianna@migmawel.org
MTI	Indigenous Monitor			



September 19, 2024

Village of Fundy Albert

61 Academy St.
Hillsborough, NB E4H 2R4
Attention: Linda Sabourin, Chief Administrative Officer/Clerk

Subject: **Professional services proposal**
Water Source Exploration
Hillsborough, NB
Municipal Engineering
Englobe reference: P2112969.001

Dear Ms. Sabourin:

Further to your e-mail of August 14, 2024, we are pleased to present our professional services proposal for the above-mentioned Project, based on the scope of work presented in Englobe's *Preliminary Site Assessment and Geophysics* report dated January 13, 2023.

1 Description of the project

As indicated in our January 13, 2023 letter, the first phase of the development of a new municipal water source is carried out following the Water Supply Source Assessment (WSSA) process under the Environmental Impact Assessment (EIA) regulation, which requires the following major steps:

- Preliminary site assessments and geophysics to establish drilling targets;
- Registration of the project under the EIA regulation and review by the N.B. Department of Environment and Local Government (NBDELG) to obtain approval to build access roads and drill test wells;
- Construction of a preliminary access road and preliminary well drilling (based on three [3] wells; one [1] to be pump tested and two [2] for observation);
- Hydraulic testing (pump testing);
- EIA Hydrogeological Assessment Report and review by the NBDELG to obtain approval to use the new municipal well and set the approved pumping rate; and,
- Public consultation in accordance with the EIA regulation.

The initial step, a geophysical survey and site visit, was conducted in October 2022. However, prior to physical construction occurring, including the construction of an access road to the identified target area, it is necessary to request approval from the Province under the EIA regulation, including the resulting EIA review process.

Based on these requirements, Englobe's team will conduct the necessary assessments, documents, reports, and project management, while Contractors will complete the physical construction (well drilling) under Englobe's oversight. It is understood that the Village will construct any required access road(s).

As per previous correspondence, a phased approach is typically used for this type of project. The present Project consists of Phase 1 activities only; a separate proposal will be prepared for Phase 2. This approach will allow the Phase 2 concept to be refined upon completion of Phase 1, once the exact well location and its suitability for use as a municipal source are known.

2 Description of the services and deliverables

In the scope of the present Project, the services to be provided by Englobe are the following (the "Services"):

2.1.1 Phase 1 - Preliminary Investigations and EIA Registration

- Preliminary hydrogeological desktop review to confirm the test well drilling targets identified in 2022;
- Prepare an update to the previous EIA Registration Document and review process with the Technical Review Committee to receive approval to proceed with physical construction activities;
- ~~— Provide layout for the construction of a preliminary access road to be used by well drilling equipment (access road construction to be completed by Village staff);~~
- ~~— Coordination with local well drillers for the well drilling and hydraulic testing activities (based on three new test wells total);~~
- ~~— Construction management during work completed by Contractors, including site supervision during well drilling, development of pumping test program and on-site data collection and supervision during pumping tests as required.~~
- ~~— Preparation of the EIA Hydrogeological Assessment Report and EIA review process, and,~~
- ~~— Conducting the required public consultation in accordance with the EIA regulation, including preparation of supporting documents such as notification letters, presentation drawings, and summary report.~~

3 Excluded services

All services which are not described herein are not part of this proposal, namely, but not limited to, the following:

- Archaeological Studies, if the EIA Review indicates that these should be required;
- Environmental studies beyond an initial wetland presence/absence screening.
- Detailed design and construction of infrastructure to connect to the municipal water system (a Proposal will be prepared for Phase 2 work upon completion of Phase 1).

4 Schedule of services and deliverables

Englobe is prepared to begin work on the project upon written authorization to proceed and confirmation of funding approval, and we anticipate that the preliminary hydrogeological reviews could be initiated within four (4) weeks of the receipt of such approvals. Following the hydrogeological review, a letter

submission would be prepared to request approval from the NBDELG to continue with physical well exploration (site access road, drilling and pump testing) under the previous EIA Registration.

Once the EIA request has been submitted to the Province, it can typically be expected that each round of comments from the Technical Review Committee will require 4-6 weeks, and several rounds can be expected before approval to begin the physical exploration process is received from the Province.

5 Fees proposal

Over the past few years, significant increases in construction pricing have been observed due to increased material and fuel costs. Therefore, the revised Phase 1 project value for the project in 2024-2025, excluding access road construction, has been evaluated at approximately \$315,500.00 at the Village's Net HST rate (\$302,400.00 + HST), as summarized in the Table below.

	Tasks	Engineering & Hydrogeology	Construction & Well Drilling	Total
1	Preliminary Site Assessment & Geophysics	Complete (2022)	-	-
2	Preliminary hydrogeological review, Initial Wetland Screening, EIA Registration Update (Letter and TRC Review)	\$18,500.00	-	\$18,500.00
3	Well Drilling and Preliminary Testing	\$26,300.00	\$85,000.00¹	\$111,300.00
4	Hydraulic Testing (Step & 72-Hour Pump Tests)	\$19,000.00	\$100,000.00	\$119,000.00
5	EIA Hydrogeological Assessment	\$23,600.00		\$23,600.00
	Sub Total:	\$ 87,400.00	\$ 185,000.00	\$ 272,400.00
	Contingency (Preliminary Drilling & Exploration)			\$30,000.00
	Grand Total Phase 1 (Excl. HST):			\$302,400.00

¹ Does not include access road construction, to be completed by Village forces.

Based on the above, the total value of Englobe's professional services fees has been established at **\$87,400.00 + HST** for the full scope of services. For task #2 of the above table only, our fees are **\$18,500.00 + HST**.

It is noted that due to the nature of the project, the breakdown of the project budget may fluctuate while respecting the overall budget of \$302,400.00 + HST. Englobe will monitor the project budget throughout the project; however, it is not unusual that some of the budget may be moved between tasks or categories. In addition, a contingency allowance has been allocated, which may be used for Professional Services or Construction activities as required.

6 Invoicing and terms of payment

On a monthly basis, Englobe will issue an invoice, payable upon its reception, based on the percentage of our services completed. Any outstanding balance beyond 30 days is subject to a 1.5% compounded interest per month (19.56% per year).

7 Acceptance of the proposal

We thank you for allowing us to submit our proposal and trust we will be granted the opportunity of participating to the execution of your Project. Should you accept our proposal, please return a signed copy as authorization to proceed. Note that our Services will be executed following the terms of this letter, as well as in accordance with the attached terms and conditions, all of which constitute the official agreement between the two parties.

If you require additional information, please do not hesitate to contact the undersigned.

Yours very truly,

Englobe Corp.


Laura Leger, P.Eng.
Project Engineer

Encl.: Appendix A - Terms and conditions

C.C.: Pierre Plourde, P.Eng., Service Director, Municipal Engineering - Englobe

APPENDICES

Appendix A Terms and conditions

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READ AND ACCEPTED

Signature: _____ Date: _____

Name:

Title:

Company:

Phone number:

Email:

Note: Please indicate the **Paying Client's** appropriate name and address for invoicing.

Company legal name for invoicing:

Invoicing address:

Email (for invoicing purposes):

Appendix A

Terms and conditions



eNGLOBE

For the purpose of these Terms and Conditions, Englobe Corp. / Englobe Environment Inc. / Englobe Regeneration Canada Inc. shall be referred to as the "Service Provider".

Clause 1 Acceptance

1.1 The acceptance of the Agreement and/or the issuance of a purchase order by Client shall constitute Client's acceptance of these Terms and Conditions. These terms and conditions shall prevail over any additional or contradictory provision of a purchase order or other document submitted by Client. No amendment or waiver to these terms and conditions shall be valid unless evidenced in writing by a duly authorized representative of Service Provider. The acceptance of a purchase order or other document by Service Provider, or Service Provider's omission to oppose to additional or contradictory provisions on any purchase order or other document emanating from Client, shall not be interpreted as an acceptance of such provisions or a waiver by Service Provider of these Terms and Conditions.

Clause 2 Service Provider Fees

Except if otherwise stated in the Agreement, payment terms for the Services shall be as follows:

- 2.1 Client shall pay Service Provider within 30 days from receipt of an invoice without any deduction, withholding, set-off or abatement whatsoever. All payments are to be made in Canadian currency. Any outstanding balance from and after such 30-day period shall bear interest at a rate of 1.5%, compounded monthly (19.56% per annum).
- 2.2 Client agrees to receive electronic invoices in lieu of paper invoices. Such invoices shall be sent to the email address indicated by Client on the first page of the Agreement.
- 2.3 Fees and other charges payable by Client are determined in accordance with Service Provider's rates in effect at the time the Services are performed, as described in the Agreement. Reimbursable expenses include, but are not limited to, mileage, air fare, accommodation, vehicle rental, parking and meals.
- 2.4 Fees and other charges shall be net of GST, HST, QST, Value Added Tax, Provincial Sales Tax or any other similar taxes (the "Applicable Taxes"). Applicable Taxes, if any, shall be levied in addition to any fees or other charges payable by Client under the Agreement and will be shown separately on each invoice. The parties shall not be responsible for income taxes and other taxes owed by the other party.
- 2.5 Service Provider shall be entitled to recover all costs, interest and legal expenses it incurs in recovering any outstanding balance owed by Client, including any reasonable legal fees and disbursements, as well as an additional amount equal to 20% of such outstanding balance, as liquidated damages (and not as a penalty).
- 2.6 Any request from Client following the issuance of a report or other Deliverable (meeting, court testimony, request for information, etc.) shall be invoiced at the rates determined by Service Provider, acting in its sole discretion. Service Provider's travel and other expenses, if any, shall also be invoiced to Client.

Clause 3 Changes

- 3.1 Client acknowledges that (i) changes to the Services; (ii) unforeseen circumstances or conditions; (iii) situations beyond a party's reasonable control; and (iv) changes to applicable laws or standards, may increase the costs incurred by Service Provider to perform the Services (individually, a "Change").
- 3.2 Service Provider undertakes to notify Client of any additional costs resulting from a Change that are necessary to complete the Project. Any Change shall result in a reasonable adjustment to Service Provider's fees and to the schedule for the provision of the Services, where applicable.
- 3.3 Client acknowledges and agrees that any request made to change the name of the entity being invoiced (as indicated on the first page of the Agreement) will result in it being charged a \$250 administration fee.

Clause 4 Service Provider Obligations

- 4.1 In performing the Services, Service Provider shall act in a professional manner, using the same degree of care and skill ordinarily exercised by members of the same professional and consistent with professional standards applicable to the same or similar Services, performed in conditions similar or the same to those of the Project site (the "Site").
- 4.2 Prior to performing any intrusive work (if applicable), Service Provider undertakes to apply for an underground structure locate report with the appropriate service provider. Service Provider shall not be liable for any loss or damage caused to the Site or to any underground structures not identified (or incorrectly identified) in the locate report and Client shall indemnify and hold Service Provider and its directors, officers, employees, agents, successors and assigns harmless from and against any and all costs arising out of, or resulting from the presence of such underground structures.

- 4.3 Service Provider shall make commercially reasonable efforts to minimize damages to the Site but does not guarantee that it will be returned to the same condition as it was prior to the work. All costs necessary to restore the Site to its original condition shall be borne by Client.
- 4.4 Service Provider shall not provide maintenance or support, nor shall it issue maintenance recommendations, with respect to the Deliverables.
- 4.5 Service Provider shall keep all records relevant to the Project for a period of 10 years following the provision of the Services. Such records shall be made available to Client upon written request.

Clause 5 Client Obligations

- 5.1 Client agrees to promptly provide Service Provider with any information relevant to the provision of the Services, including such information as that which Service Provider could not reasonably obtain pursuant to section 4.2, as well as any information which could have an impact on the safety of Service Provider's personnel (the "Data"). Client hereby represents and warrants that the Data is accurate and understands that Service Provider will be relying on such data to perform the Services.
- 5.2 Client shall provide Service Provider with access to the Site and procure and maintain all permits and licenses necessary for the performance of the Services.
- 5.3 Client shall take all necessary measures to ensure the safety of Service Provider's employees and representatives on the Site. Where unpredictable conditions require Service Provider to take exceptional measures for the safety of its employees and representatives or for the public in general, Service Provider shall be entitled to act for and on behalf of Client with respect thereto and all costs resulting therefrom shall be borne by Client.
- 5.4 Client agrees to comment or accept within 10 days from their receipt any documents that Service Provider may submit for its review, failing which such documents shall be deemed accepted by Client.

Clause 6 Liability and Indemnification

- 6.1 Client acknowledges that the Services entail certain risks which may lead to disruptions including, without limitation, the temporary suspension of Client's business operations. Service Provider shall not be liable for any damages or costs arising out of, or relating to such temporary disruptions. Notwithstanding the foregoing, Service Provider shall remain liable for Client's material losses, where such losses result from Service Provider's gross negligence or willful misconduct.
- 6.2 Service Provider shall not be liable for any claims, damages or costs arising from the discovery of the presence, spill, release, escape or effects of radiation, radioactive or nuclear reactions, or the presence of radioactive, toxic or explosive substances, or hazardous substances or conditions, the presence of solid, liquid or gaseous pollutants or other contaminants of any kind on the Site. Client acknowledges that it shall remain fully liable and bear all costs related thereto.
- 6.3 In addition to the foregoing, Service Provider shall not be liable for (i) any defect or delay caused by Client or any third party (including, without limitation, delays in obtaining permits, licenses or authorizations); (ii) defects in any equipment supplied or designed by Client or a third party; (iii) any acts of Client, its employees and/or representatives, or that of others; (iv) any inaccuracy or error in the information or data provided or designed by Client or a third party; (v) damages to hardware (equipment, computers, software, etc.) provided by Client or a third party; (vi) underground structures identified or installed (or not) by Client or a third party; (vii) delays caused by any event beyond Service Provider's reasonable control; (viii) any Project decisions made by Client without Service Provider's prior consent; (ix) the distribution of documents or reports prepared by or on behalf of Service Provider for the exclusive use of Client (and Client undertakes to indemnify and hold Service Provider harmless from any liability with respect thereto); (x) an inaccurate estimate of costs and expenses, where such inaccuracy results from (a) the Project being constructed in more than one phase and/or more than one contractor; or (b) delays in transportation and/or financial difficulties of a major supplier or subcontractor retained by Service Provider; (xi) the choice of work methods, techniques, procedures, protocols and sequences, site supervision and safety and security precautions and programs; and (xii) the Project not achieving requirements of rating systems including, but not limited to, LEED®, Built Green™, or Green Globes®.
- 6.4 Service Provider's maximum liability under the Agreement shall not exceed the total amount of fees paid by Client to Service Provider hereunder. For the purposes of this paragraph 6.4, "Service Provider" shall be deemed to include Service Provider and its representatives, consultants, subcontractors, directors, officers, employees and affiliates.
- 6.5 To the extent permitted by applicable law, Service Provider shall in no event be liable for any special, consequential, indirect, moral or punitive damages relating to the Agreement or the Services rendered in connection therewith, despite the fact that Service Provider may have been informed of the possibility of such damages. This may include, but shall in no event be limited

to, loss of use, income, or profits, increased construction costs, as well as any costs necessary for the reconstruction or repair.

- 6.6 Client undertakes to indemnify and hold Service Provider harmless for any loss or damage arising out of Client's breach of the Agreement, or from the acts, omissions or negligence of Client, its employees, representatives, contractors or consultants.

Clause 7 Insurance

- 7.1 Service Provider undertakes to procure and maintain adequate insurance coverage (civil and professional liability) appropriate for the Services throughout the term of the Agreement. If all or part of the Services are to be performed on Client or a third party's property, Client shall indemnify and hold Service Provider harmless against any claims relating to property damage, except where such damage results from Service Provider's gross negligence or willful misconduct. Client shall also cause Service Provider to be designated as an additional insured on its insurance policies and have its insurers waive their right of subrogation.
- 7.2 Service Provider represents that it is an employer in good standing regarding the requirements of the relevant health and safety regulations.

Clause 8 Suspension/Termination

- 8.1 Either party may terminate the Agreement for convenience by giving the other party at least 30 days' prior written notice. If the Agreement is terminated by Client, Service Provider shall be entitled to the payment of all the Services rendered up to the date of such termination, as well as any and all costs associated with this early termination of the Agreement, including, without limitation, reasonable demobilization costs and any third party penalties or charges.
- 8.2 If either party is in breach of any of its material obligations under the Agreement, the other party may give notice in writing of the breach to the defaulting party and request the latter to remedy it. If the defaulting party fails to remedy the breach within 10 days (or any longer period mutually agreed upon by the parties, such period not to exceed 30 days) after the date of delivery of such written notice, the Agreement shall be terminated upon the expiry of the cure period. If the Agreement is terminated as a result of Client's breach of its obligations, Service Provider shall be entitled to the payment of any and all costs associated with this early termination of the Agreement, including, without limitation, reasonable demobilization costs and any third party penalties or charges, in addition to the payment of all the Services rendered up to the date of such termination.

Without limiting any of its other rights or remedies, Service Provider shall be entitled to suspend the performance of the Services upon written notice to Client if the Client fails to make any payment due hereunder and has failed to cure such default within 10 days from its receipt of a non-payment notice. If the Agreement is suspended, Service Provider shall have the right to immediately assign its personnel to other projects without further notice to Client. The impact of any such suspension and remobilization shall be reflected in a Change in accordance with section 3.2 and shall be borne entirely by Client.

Clause 9 Intellectual Property Rights

- 9.1 Provided that it has paid all fees due to Service Provider hereunder, Client shall be entitled to a perpetual, non-exclusive and non-transferable (without sub-license rights) license in all plans, specifications, diagrams, reports and other documents (collectively referred to as the "Documentation") prepared by Service Provider for its use in the Project. For greater clarity, Service Provider is and shall remain the sole owner of the Documentation. Client may not modify, use, or otherwise permit the use of the Documentation for any other project, or for additional work related to the Project, without Service Provider's prior written consent. Any such request made by Client shall be subject to Service Provider being remunerated according to its rates in effect at the time of such request for consent.
- Service Provider is hereby released from any liability if the Documentation is used for purposes other than the Project, or if the Documentation is modified, in any way, or cited out of its context, without Service Provider's prior written consent. Client undertakes to defend and hold Service Provider harmless against any claims, damages or costs (including extrajudicial fees) resulting from the unauthorized use of said Documentation.
- 9.2 Service Provider shall be the sole owner of any discovery, invention and/or design, whether or not patentable or subject to copyright, developed in the course or in connection with the Project (collectively, the "Intellectual Property Rights"). Client hereby waives and assigns in favor of Service Provider all of its rights, including moral rights, if any, to which it may be entitled in or on the proceeds of the Services and further agrees to sign, or cause to be signed, all the documents required to enable Service Provider to confirm its Intellectual Property Rights. Without limiting the generality of the foregoing,

Client acknowledges and agrees that any tax credit or tax incentive available to it as a result of activities which constitute "scientific research and experimental development" shall be for the sole benefit and claimed exclusively by Service Provider.

Clause 10 Confidentiality

- 10.1 All drawings, specifications, technical data, Documentation, Data and other information (including personal information, if any) provided by Service Provider to Client in connection with the Project are confidential ("Confidential Information"), shall remain the property of Service Provider and may not be copied or otherwise reproduced or used in any way except in connection with the Project. Client shall comply with all applicable laws respecting the protection of personal information, including, without limitation, the Personal Information Protection and Electronic Documents Act (Canada).
- Notwithstanding the foregoing, the following information shall not be considered Confidential Information for the purpose of the Agreement: (i) information known to the public other than through a breach of the Agreement by Client; (ii) information developed by Client irrespective of its obligations hereunder; and (iii) information acquired by Client from a third party, except through the breach of a confidentiality or other similar agreement entered into between said third party and Service Provider.

Clause 11 Non-Solicitation

- 11.1 Throughout the term of the Agreement and for a period of twelve (12) months thereafter, Client undertakes not to solicit, incite, recruit or otherwise encourage an employee of Service Provider to terminate its employment with Service Provider, whether directly or indirectly, alone or through others and for its own benefit or that of another person or entity. Notwithstanding the foregoing, Client shall not be prohibited from recruiting an employee of Service Provider who submits an application in response to a job posting that is not specifically directed to Service Provider and its employees. Client acknowledges and agrees that its failure to comply with this covenant shall result in it having to pay Service Provider an amount equal to twelve (12) months of full-time billing of this person at the rates in effect at the time of such illegal solicitation. In addition to the above, Service Provider also reserves any other rights and remedies it may have under applicable law, including injunctive relief.

Clause 12 General Provisions

- 12.1 Service Provider reserves the right to subcontract all or any portion of the Services. Service Provider makes no representation or warranty, express or implied, with respect to the Services or the Deliverables other than as explicitly set forth herein.
- 12.2 Client shall not assign or transfer any of its interests or obligations under the Agreement without Service Provider's prior written consent. Service Provider can however assign, transfer or subcontract this Agreement or any of its rights or obligations herein to an affiliated company without the prior written consent of the Client.
- 12.3 Service Provider and Client are independent contractors and nothing herein shall be construed as creating an employee or agency relationship, franchise, joint venture or partnership of any nature whatsoever between Service Provider and Client.
- 12.4 The Agreement shall be governed and interpreted in accordance with laws applicable in the jurisdiction in which the Project is located.
- 12.5 Service Provider reserves the right to broadcast any promotional communications (press releases, traditional and web advertising, brochures, project sheets, social media, etc.) relating to the Services, unless Client has expressly stated its disagreement in writing.