THIS AGREEMENT is made as of the _____ day of _____, 20____

BETWEEN:

FOREST RESOURCE IMPROVEMENT ASSOCIATION OF ALBERTA
A Society duly incorporated under the laws
of the Province of Alberta, with its registered office
at the City of Edmonton, Alberta
("**FRIAA**")

OF THE FIRST PART

and -

[CONTRACTOR NAME]
(the "**Contractor**")

OF THE SECOND PART

SERVICE PROVIDER AGREEMENT

1. **TERM**

1.1 This Agreement shall remain in effect on the terms and conditions described herein, but will expire the earliest of:

(a) completion of the Services (as described below) in accordance with the terms of this Agreement; or

(b) termination of this Agreement in accordance with the terms and conditions contained herein (the "**Term**").

2. **INTERPRETATION**

2.1 In this Agreement, unless the context requires otherwise:

(a) words importing gender include all genders;

(b) words importing the singular include the plural and vice versa;

(c) include or including means include or including without limitation;

(d) any reference to dollars or currency are to Canadian dollars (CAD);

(e) any technical or industry specific words or phrases not otherwise defined herein shall have the meaning ascribed to such terms in the industry in which they are normally applied or used; and

(f) any references to legislation or regulations include any amendments thereto or successor legislation or regulations.

3. **PAYMENT**

3.1 The payment terms under this Agreement are as set out in Schedule "A" and "B" attached and the Addenda described therein, all as attached to this Agreement.

3.2 The Contractor shall provide to FRIAA, on request, all records, material and documents evidencing actual cost of the Services, as well as cost breakdown among specific Services.

3.3 Notwithstanding the above, the Contractor may apply to FRIAA in advance, where possible, to recover additional costs incurred exclusively as a result of the Services and FRIAA may approve payment in its reasonable discretion.

3.4 All funds advanced or paid under this Agreement (in respect of Services which have not been performed) prior to the completion of the Services in satisfaction of the requirements herein shall be held by the Contractor in trust for FRIAA, and shall be returned to FRIAA in the event of termination of this Agreement under Article 8.

4. NOTICE

4.1 Any notice required to be given under these terms and conditions shall be effective if served personally or by single registered mail:

(a) If to **FRIAA**: (mailing address)
Box 11094, Main Post Office
Edmonton, Alberta
T5J 3K4

(courier address)
Suite 1600, 10235 – 101 Avenue
Edmonton, Alberta
T5J 3G1

(b) If to the **Contractor**: _____
_____, Alberta
____ ____

4.2 Either Party may change its address information by giving Notice to the other Party. Any Notice is deemed to have been received on the day of delivery, if hand-delivered, when the other Party acknowledges receipt, if sent by registered mail and one business day following transmission, if sent by facsimile or email. In the event of interruption of postal service, notice shall be affected only by personal service.

5. SERVICES

5.1 The Contractor agrees to perform and deliver the services as described in Schedule "A", "B" and the Addenda attached ("**Services**")

(a) to the satisfaction of FRIAA and in accordance with high standards of professional quality; and

(b) in accordance with the descriptions, terms, conditions and specifications set forth in this Agreement.

5.2 FRIAA is entitled to inspect the work and Services whether in preparation or completed and delivered, and is entitled to order re-execution at the Contractor's expense of any work and Services which do not adhere to the descriptions, terms conditions and specifications contained in this Agreement.

5.3 The Contractor undertakes and agrees to furnish all personnel, labour, materials, supplies, equipment, plant, tools, implements and transportation (unless otherwise expressly stated in this Agreement) together with all work incidental thereto, necessary or required to perform all the services described in this Agreement.

6. REPORT REQUIREMENTS AND ACCESS TO RECORDS

6.1 The Contractor shall maintain separate records relating to the Services.

6.2 The Contractor shall, as soon as reasonably possible, provide any information that FRIAA, or its representatives, requests respecting any matter under these terms and conditions or the terms of the Services.

6.3 The Contractor shall submit periodic reports, as required by FRIAA and as specifically set out in Schedule "A" and "B" of this Agreement and the Addendum, all as attached.

6.4 The Contractor shall submit all the deliverables as specifically set out in Schedule "A" and "B" of this Agreement and the Addendum, all as attached.

7. NON-COMPLIANCE

7.1 In the event of material breach of the terms of this Agreement, FRIAA may, at its option, withhold payment until the breach is remedied.

7.2 Failure by the Contractor to provide a deliverable as specified herein as part of the Services shall be considered a breach of this Agreement and FRIAA may, at its option, terminate this Agreement without advance notice.

7.3 Notwithstanding any other provision of this Agreement, FRIAA expressly recognizes and agrees that the Contractor may alter prescriptions for operational reasons, such as site-specific conditions or stock or equipment availability, and in such cases, such alterations of prescriptions shall not constitute a breach of the performance of this Agreement. In any event, notice of all such alterations shall be given to FRIAA.

8. TERMINATION

8.1 FRIAA may terminate this Agreement at any time without advance notice to the Contractor if:

(a) the Contractor breaches any term, condition or provision of this Agreement, and such breach is not remedied within 30 days of notice of the breach;

(b) the Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver of any type is appointed on account of the Contractor's insolvency;

(c) the *Forest Resources Improvement Regulation* Atla Reg 152/1997 expires or is amended in such a manner as to make provision of Services unnecessary; or

(d) the *Enhanced Reforestation of Legacy Disturbance in Alberta's Public Forests Program Grant Agreement* #19GRFMB15 expires or is amended in such a manner as to make provision of Services unnecessary.

8.2 Upon any such termination, FRIAA shall be discharged from and have no further obligations under this Agreement, except for payment of Services that have been satisfactorily completed prior to the termination.

8.3 Upon or after such termination FRIAA shall, in addition, be entitled to claim compensations for such further actual damages, and not consequential as may be shown.

8.4 The rights, remedies and privileges of FRIAA in law, equity or in this Agreement are without prejudice to, and are in addition to, and apply notwithstanding any other provision in this Agreement.

8.5 Either party may terminate this Agreement without cause by giving 90 days' notice to the other party, and upon termination, the Contractor is entitled to be compensated in accordance with the terms of this Agreement, so that any amounts due under this Agreement at the time of termination remain payable to the Contractor. Upon termination of this Agreement, the Contractor shall submit a detailed report on activities and accounting of the Services incurred up to the termination date.

8.6 In addition, this Agreement may be terminated by mutual consent of the parties evidenced in writing.

9. INDEPENDENT CONTRACTOR

9.1 The Contractor is expressly not an agent of FRIAA with respect to any matter under these terms and conditions and it shall not in any manner represent itself as an agent of FRIAA.

10. INDEMNITIES

10.1 The Contractor shall indemnify and hold harmless FRIAA, FRIAA's employees and agents, from any and all claims, demands, actions and costs whatsoever that may arise, out of any act or omission of the Contractor, its employees or agents, contractors or sub-contractors, in the performance by the Contractor of the Services or these terms and conditions, provided however, such indemnification shall not extend to loss of profits or consequential loss or damage. Such indemnification shall survive termination of these terms and conditions and completion of the Services.

10.2 Except for the gross negligence or wilful misconduct of FRIAA or its employees or agents, FRIAA shall not be liable or responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, its employees, agents, contractors or sub-contractors in the performance of the Services or these terms and conditions.

11. INSURANCE

11.1 The Contractor is responsible for all insurance related to its operations and the Services and is required to carry liability coverage in an amount of no less than **five million dollars ($5,000,000)** and in a form acceptable to FRIAA with property coverage where applicable, and other coverages that the Contractor may consider necessary.

11.2 The Contractor shall provide to FRIAA a certificate of coverage upon the request of FRIAA.

12. ASSIGNMENT

12.1 This Agreement, or any part thereof, shall not be assigned by the Contractor without obtaining the prior written consent and approval of FRIAA.

13. WORKERS' COMPENSATION

13.1 The Contractor shall comply with the *Workers' Compensation Act* RSA 2000 c.W-15 and shall, upon demand by FRIAA, deliver to FRIAA a certification from the Workers' Compensation Board certifying that:

(a) the Contractor is registered and in good standing with the Workers' Compensation Board;

(b) the Contractor is not required by the *Workers' Compensation Act* and the regulations under that Act to have coverage thereunder for the Services; and

(c) FRIAA will not have current or future liability to the Workers' Compensation Board as a consequence of this Agreement.

13.2 Notwithstanding clause 13.1 above, the Contractor shall maintain a valid account at the Workers' Compensation Board covering all workers involved with the Services.

13.3 The Contractor shall, upon demand by FRIAA, provide to FRIAA any other documentation considered necessary by FRIAA or desirable evidencing sub-contractors are covered by the *Workers' Compensation Act*.

14. OCCUPATIONAL HEALTH AND SAFETY

14.1 The Contractor, its employees, agents and permitted subcontractors, shall at all times comply with the *Occupational Health and Safety Act,* SA 2020 c.O-2.2, its accompanying regulations and any successor legislation thereto (the "**Act**").

14.2 The safety qualification of the Contractor shall be in the form of a Certificate of Recognition ("**COR**") or where applicable a Small Employers' Certificate of Recognition ("**SECOR**") or any certifications which are relevant to the forestry industry and which are recognized by the government of Alberta. FRIAA may, in its sole discretion, accept certification equivalent to the COR or SECOR ("**Equivalent Certification**"), or such other documentation as may otherwise be determined by FRIAA in its sole discretion ("**Other Documentation**").

14.3 The Contractor shall obtain a COR, SECOR, Equivalent Certification or Other Documentation before the commencement of the Services and shall maintain the COR, SECOR, Equivalent Certification or Other Documentation throughout the Term.

14.4 The Contractor shall ensure all safety policies and plans are adhered to, including but not limited to its:

(a) COR, SECOR, Equivalent Certification or Other Documentation;

(b) subcontractor and consultant training program policies; and

(c) the work site control plan,

specifically set out in the safety plan completed prior to commencement of the Services and available to FRIAA at their request.

14.5 The Contractor shall ensure any permitted subcontractor of the Contractor shall have and maintain a COR, SECOR, Equivalent Certification or Other Documentation at any time such permitted subcontractor is providing services to the Contractor for the Services being performed under this Agreement.

14.6 The Contractor, whether or not it is acting as the "Prime Contractor" for the purposes of the Act, shall ensure that any subcontractors engaged in the performance of the Services are able to comply with all health and safety requirements before commencing such Services.

14.7 The Contractor shall identify work site hazards and shall develop operational occupational safety policies, procedures and plans that are specific to those hazardous aspects of the Services to ensure the safety of every person at the work site and the public travelling through the site.

14.8 When requested by FRIAA, the Contractor shall promptly provide copies of its COR, SECOR, Equivalent Certification or Other Documentation and the safety policies, procedures and plans described in paragraphs 14.2, 14.3 and 14.5 prior to the commencement of the Services or at any time thereafter.

14.9 Where FRIAA determines and notifies the Contractor that it is not in compliance with the Act all Services shall be suspended. Services shall not resume until the Contractor has taken corrective actions and FRIAA is satisfied that the performance of the Services complies with the Act.

14.10 If any relevant authority conducts a work site inspection that results in "orders" being issued to the Contractor or any of its subcontractors, the Contractor shall immediately supply copies of such orders to FRIAA.

14.11 Notwithstanding paragraph 14.10, FRIAA may order the suspension of Services in cases of recognized imminent danger or when the Contractor fails to comply with orders issued by any relevant authority or fails to rectify previously identified work site hazards.

14.12 If an injury or accident (as defined in the Act) involving the Contractor's employees, agents or subcontractors occurs, the Contractor shall conduct an accident investigation in accordance with section 33 of the Act.

14.13 The Contractor shall supply a copy of the accident investigation report contemplated in paragraph 14.12 to FRIAA within 72 hours after the injury or accident has occurred. If a death involving the Contractor's employees, agents or subcontractors occurs, the Contractor shall inform FRIAA within two hours after such a death.

14.14 The Contractor shall conduct safety meetings prior to the commencement of the Services and monthly thereafter.

14.15 A breach of the Act shall be considered to be a breach of this Agreement.

15. PERMITS, LICENSES AND NOTIFICATION

15.1 FRIAA is responsible for obtaining Annual Silviculture Schedule approval from the Ministry of Agriculture, Forestry and Rural Economic Development ("**AFRED**") or as otherwise may be required.

15.2 Subject to paragraph 15.1, the Contractor is responsible for obtaining all required approvals, licenses, certificates, road use agreements and permits to carry out the Services.

15.3 The Contractor shall provide notification of activities to AFRED, registered trappers, grazing leaseholders or other stakeholders or interested persons as may be required in the Operating Ground Rules applicable to the Service Area(s), or as directed by FRIAA.

16. WAIVER OF TERMS

16.1 FRIAA may, from time to time, waive the performance by the Contractor of any provisions of these terms and conditions, either before or after the performance takes place, but a waiver:

(a) is not effective or binding upon FRIAA unless it is in writing signed by FRIAA, and;

(b) does not limit or affect FRIAA's rights with respect to any other breach or non-performance, whether previous to, subsequent, or in the future.

17. FREEDOM OF INFORMATION

17.1 The Contractor acknowledges that the *Freedom of Information and Protection of Privacy Act* RSA 2000, c.F-25 may apply to all information and records provided by the Contractor to FRIAA and to any information records which are in the custody or under the control of FRIAA.

18. MISCELLANEOUS

18.1 The Contractor shall comply with the provisions of:

(a) any Act of the Legislature of the Province of Alberta, and of the Parliament of Canada, now in force or enacted hereafter;

(b) any regulation in force from time to time under any of the Acts referred to in these terms and conditions; and

(c) any valid by-law, order, resolution, policy or procedure of FRIAA that expressly applies to the Contractor in respect of these terms and conditions, and where FRIAA has provided notice thereof, and the by-law, order, resolution, policy or procedure is not in conflict with the terms of this Agreement, and do not alter this Agreement or the obligations hereunder.

18.2 The Contractor shall execute whatever documents are required to implement and register these terms and conditions or the security interests granted hereunder.

18.3 The Contractor shall, at its own expense and without recourse against FRIAA, pay and be responsible for any and all taxes, excise and charges of a like nature that may be imposed on the sale, transfer or provision to FRIAA of, the Services 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 pursuant to this Agreement.

18.4 No addition to, deletion from, or variation or amendment of, any provision of these terms and conditions shall be binding on the parties hereto unless it is in writing signed by the parties.

18.5 If any provision of this Agreement is found to be invalid at law by a court of competent jurisdiction, then such provision shall be deemed to be severed from this Agreement and the remainder of this Agreement shall not be affected and shall remain in full force to the extent permitted by law.

18.6 Where there is a conflict between these terms and any term contained in a schedule or addendum to this Agreement, these terms (contained in the main Agreement) shall govern.

18.7 This Agreement shall be governed by the laws of the Province of Alberta and the Federal laws of Canada applicable therein.

FOREST RESOURCE IMPROVEMENT ASSOCIATION OF ALBERTA

_____
(Authorized Signature)

_____
(Print Name)

[CONTRACTOR NAME]

_____
(Authorized Signature)

_____
(Print Name)

SCHEDULE "A"

ENHANCED REFORESTATION OF LEGACY DISTURBANCES IN ALBERTA'S PUBLIC FORESTS

PROGRAM OUTLINE

1. **DEFINITIONS**

(a) "**Agreement**" means the program grant agreement made as between FRIAA and the Department effective April 1, 2018 in respect of the Program, as may be amended from time to time;

(b) "**Applicant**" means an applicant to FRIAA who applies for Funds under the Program by submitting a Proposal;

(c) "**Approval**" means the written approval of a Proposal issued by FRIAA, including any additional terms set by FRIAA to implement an approved Proposal;

(d) "**Approved Applicant**" means an Applicant whose Proposal has received Approval;

(e) "**Board**" means the Board of Directors of FRIAA;

(f) "**Department**" means Alberta Agriculture, Forestry and Rural Economic Development;

(g) "**Eligible Activity**" means those activities carried out to implement the Program including but not limited to:

(i) development and preparation of Silviculture Plans;

(ii) assessment of Eligible Disturbed Areas including pre-treatment surveys, site preparation, Seed acquisition, seedling acquisition and planting, seeding, and any other silviculture treatments identified in approved Silviculture Plans;

(iii) carrying out operational field activities prescribed in an approved Silviculture Plan or otherwise authorized in writing by the Department;

(iv) field monitoring and auditing of operational field activities prescribed in an approved Silviculture Plan or otherwise authorized in writing by the Department;

(v) construction and erection of signs;

(vi) public engagement activities;

(vii) transportation and administration directly related to a Project; and

(viii) other activities as may be prescribed in an approved Silviculture Plan or those mutually agreed to in writing by the Department and FRIAA.

(h) "**Eligible Disturbed Areas**" means those areas within a Natural Disturbance Area that:

(i) supported pure spruce stands;

(ii) were disturbed not more than five (5) years prior to the then current Fiscal Year;

(iii) are within 1.5 kilometres of road access;

(iv) are of a medium or good timber productivity rating as defined in the *Alberta Vegetation Inventory Interpretation Standards Manual*, March 2005, published by the Department as amended or replaced, and

(v) are not subject to any reforestation obligations under the *Forests Act* or the *Timber Management Regulation* as amended or replaced, or

(vi) are otherwise approved by the Department.

(i) "**Eligible Expenditures**" means expenditures necessary to carry out Eligible Activities in support of the Program including but not limited to:

(i) costs of preparing Silviculture Plans for approval by the Department;

(ii) costs of assessing Eligible Disturbed Areas including costs of pre-treatment surveys, site preparation costs, seedling and planting costs, Seed acquisition and seeding costs and the costs of carrying out any other silviculture treatments identified in approved Silviculture Plans;

(iii) costs of carrying out operational field activities prescribed in an approved Silviculture Plan or otherwise authorized in writing by the Department;

(iv) costs of field monitoring of Projects and auditing operational field activities prescribed in an approved Silviculture Plan or otherwise authorized in writing by the Department;

(v) costs of construction and erection of signs;

(vi) costs of carrying out public engagement activities;

(vii) material and supplies costs;

(viii) printing, production, and distribution costs;

(ix) equipment and rental costs;

(x) vehicle rental and operating costs;

(xi) a share of overhead and/or administrative costs not to exceed five percent (5%) of an Approved Applicant's total funding allocation;

(xii) any GST/HST that is not reimbursable by the Canada Revenue Agency and any PST not reimbursable by a province,

(xiii) incremental human resource costs, including salaries and benefits; and

(xiv) other costs that, in the opinion of the Department, are considered to be direct and necessary for the successful implementation of the Program and have been approved by the Department;

but does not include:

(xv) costs incurred for withdrawn or cancelled Projects; land acquisition; purchasing, leasing or renting land, buildings and other facilities; leasing or renting equipment other than equipment directly related to the construction of a Project; real estate fees and related costs; financing charges, legal fees, and loan interest payments, including those related to easements (*e.g.* surveys); provincial sales tax and GST/HST, for which the Approved Applicant is eligible for a rebate, and any other costs eligible for rebates. any good or service received as a donation or in-kind contributions; new construction projects; capacity building; government engagement; policy development; gathering market intelligence; innovative financing; scoping and feasibility studies; focus group testing; in-kind contributions; or operating costs and costs of regularly scheduled maintenance work.

(j) "**Field Audit**" means an audit completed in accordance with protocols established by FRIAA to review Projects for Approved Applicants' compliance with the requirements of the Program and the Approval;

(k) "**Fiscal Year**" means the period of time commencing April 1 of a calendar year through March 31 of the next calendar year;

(l) "**FRIAA**" means the Forest Resource Improvement Association of Alberta;

(m) "**Funds**" means the Grant Money that FRIAA has received under the Agreement that is available for Projects;

(n) "**Natural Disturbance Area**" means a previously forested public land area identified by the Department that was disturbed by fire or other natural cause that is eligible for enhanced reforestation under the Program in each Fiscal Year;

(o) "**Program**" means the Enhanced Reforestation of Legacy Disturbances Program established pursuant to the Agreement and set out in this Program Outline as may be amended from time to time;

(p) "**Project**" means a Proposal that has received Approval under the Program which must be completed, including all reporting and the completion of any required Field Audit(s) and financial audit(s), **within four (4) years** of the date of the Approval;

(q) "**Proposal**" means a plan involving one or more Eligible Activities which is specific in nature, outlining the Eligible Activities being considered for Approval under the Program;

(r) "**Silviculture Plan**" means a plan prepared by or for FRIAA for approval by the Department.

2. OBJECTIVE OF THE PROGRAM

The objective of the Program is to support the Department by reforesting Eligible Disturbed Areas by applying Funds to Projects that undertake Eligible Activities to rehabilitate damaged forests, enhance forest carbon sequestration to mitigate climate change and to maintain and enhance the forest resource.

3. REVIEW AND APPROVAL OF PROPOSALS

(a) An Applicant may submit a Proposal for a Project to FRIAA in accordance with this Program Outline and the policies and objectives of FRIAA.

(b) a Proposal must be made in writing and may be submitted by:

(i) a member of the forest products sector;

(ii) any person or organization that demonstrates the experience, knowledge and technical capacity to undertake and manage complex projects related to silviculture or land reclamation; or

(iii) other organizations or groups mutually agreed to by the Department and FRIAA in accordance with the project solicitation documentation that may be published by FRIAA from time to time.

(c) each Proposal shall be reviewed and evaluated using the following criteria:

(i) the Proposal must consist of one or more Eligible Activities;

(ii) the Proposal must be located on lands situated within an Eligible Disturbed Area;

(iii) the expenses set out in the Proposal must be reasonable in all the circumstances and must not exceed the fair market value of the goods and services being provided;

(iv) the Proposal must not be contrary to the objects of FRIAA, the Bylaws or the provisions of relevant regulations or legislation;

(v) the Proposal must not have a significant adverse impact on other forest resources or the environment as a whole;

(vi) the Applicant must agree to carry out the Project in an environmentally responsible manner;

(vii) a Proposal must demonstrate that the Applicant is able to complete the proposed project economically and efficiently, and in so determining, FRIAA may take into consideration the Applicant's proximity to the location of the proposed project, the Applicant's experience in performing such projects, the availability of resources to the Applicant, and whether the Applicant has in the past complied with applicable Acts and regulations;

(viii) all matters of the administration of and accountability for a Project shall be the sole responsibility of the Applicant;

(ix) notwithstanding paragraph 3(c)(viii) where the Applicant consists of more than one entity each of them shall be jointly and severally responsible and accountable for ensuring the Project is completed in accordance with the terms and in accordance with the Approval;

(x) the Proposal includes such permits, licences and authorizations or an indication in writing from the Department, other appropriate government organization, industry and tenure holders as may be required to undertake the Eligible Activities; and

(xi) the Proposal must demonstrate that the Applicant is able to implement an occupational health and safety program in accordance with the *Occupational Health and Safety Act* SA 2020, c.O-2.2.

(xii) the Proposal must include the Applicant's written acknowledgment that it has entered into an agreement with the Department such that in the event that there are two or more employers involved in work at the work site at the same time, the Applicant shall be the "prime contractor" as defined in the *Occupational Health and Safety Act*, and will comply with such Act and all regulations enacted thereunder.

(d) Where a Proposal includes work that is the responsibility of a disposition holder, only that portion of the Proposal that is not the responsibility of a disposition holder may be eligible for funding under the Program.

(e) FRIAA shall not consider any applications or Proposals that, in its reasonable opinion and having regard to all the circumstances, has the effect of providing subsidies to the forest products industry and will therefore require all applications and Proposals to comply with

FRIAA's objectives, policies, the Program purpose, and the criteria set out in paragraph 3(c).

(f) Approval of a Proposal is at the sole discretion of the Board in accordance with project solicitation documentation.

(g) Notwithstanding any other term of this Program, Approvals shall be limited by the availability of Funds as determined by FRIAA.

(h) Where FRIAA accepts a Proposal, an Approval shall be prepared and forwarded by FRIAA to the Approved Applicant for execution outlining the terms and conditions to implement the Proposal, one of which being that the Approved Applicant covenants and agrees to carry out the Project to completion.

(i) The Approval shall address:

(i) the total maximum amount payable under the Approval;

(ii) a schedule of reasonable and justifiable payments under the Approval;

(iii) the terms and conditions of the Proposal;

(iv) any other terms and conditions required by FRIAA; and

(v) any other conditions that are necessary to carry out the Project, including Field Audit requirements, financial audit procedures and reporting requirements.

4. **USE OF FUNDS**

(a) Any amounts payable under an Approval shall be used exclusively by an Approved Applicant for Projects in accordance with the Approval.

(b) Funds shall not be made available, and shall not be used, for the purchase of any capital asset.

(c) If the Funds are used for any purpose other than as described in paragraphs, 4(a) and 4(b) the Approved Applicant, FRIAA may immediately terminate the Approval with the Approved Applicant and demand the immediate return of any Funds paid or payable in respect of the Approval and the Project.

(d) All Funds will be advanced or paid by FRIAA as reimbursement for expenses already incurred and paid for by the Applicant. Where a payment is otherwise made by FRIAA prior to the expense being incurred or prior to the completion of a Project in accordance with its approved terms and conditions, the payment shall be an advance and shall be held in trust by the Applicant until completion of the Project, or returned to FRIAA immediately upon request.

(e) All Funds advanced prior to the completion of the Project are deemed to be held in trust by the Applicant until FRIAA has acknowledged in writing to the Applicant that the Project is completed in accordance with the terms of the Approval.

(f) All Funds advanced prior to the completion of a Project in accordance with the Project shall be returned to FRIAA if:

(i) the Project is terminated by FRIAA;

(ii) the requirement of paragraph 4(d) is not satisfied; or

(iii) as may be provided by the Program or the terms of the Proposal or the terms and conditions of the Approval.

5. **REPORTING AND AUDIT REQUIREMENTS**

(a) An Approved Applicant shall provide any information whatsoever that FRIAA requests respecting any Proposal, Project or request for Funds, and this provision shall be a requirement of the Approval. This information may be required to be provided in a form prescribed by FRIAA from time to time.

(b) At any time FRIAA may request and shall receive from any Approved Applicant:

(i) a report from an independent, qualified accountant, in accordance with the *Canadian Institute of Chartered Accountants' Handbook*;

(ii) a Field Audit, financial audit, or prompt, complete responses to audit inquiries or requests;

(iii) financial reports co-ordinated to FRIAA's Fiscal Year end for each Project detailing how much has been spent for the specific Project and how much remains by approved cost categories;

(iv) technical reports for each Project summarizing the Eligible Activities completed and what remains to be done; and

(v) an end of Project technical report summarizing the results of the Project including:

A. a detailed list of the areas treated in a manner prescribed by FRIAA;

B. a description of activities, hectares treated and date of completion by activity completed for each Eligible Disturbed Area, and all other reporting requirements as prescribed by FRIAA, from time to time; and

C. any other information as prescribed by FRIAA from time to time required to support FRIAA's reporting requirements to the Department or the further development of criteria, definitions or other scientific knowledge related to the reforestation of an Eligible Disturbed Area.

(c) FRIAA has a right to conduct random audits on Projects and shall conduct random sample audits and post-Project audits from time to time as may be considered appropriate or expedient at the sole discretion of FRIAA.

(d) FRIAA has a right to have a third party on site at any time and for any length of time that FRIAA considers appropriate to ensure that quality assurance standards are met and the Project is carried out to FRIAA's satisfaction.

(e) Approved Applicants shall maintain or cause to be maintained full, accurate and complete records of their activities conducted in furtherance of and the results achieved through the conduct of the Project for a period of five (5) years following the Term or termination of the Project and shall upon request provide such records to FRIAA.

6. ADMINISTRATION OF APPROVALS AND PROJECTS

(a) If an Approved Applicant is in breach of or otherwise fails to perform, for any reason whatsoever, any provision or term or condition of an Approval, or is in contravention of any policy or rule of FRIAA, FRIAA may, in its sole discretion, do one or more of the following in addition to any other rights it may have at law or otherwise:

(i) terminate any and all agreements with the Approved Applicant;

(ii) demand and be entitled to receive from the Approved Applicant any and all paid, disbursed and undisbursed Funds advanced by FRIAA on account of any Project or pursuant to any Approval;

(iii) withdraw Approval of a Project at any stage of the Project;

(iv) if the Approved Applicant consists of more than one entity, where one or more of whom is a Member, suspend or cancel membership in FRIAA; or

(v) commence any action or take any steps that FRIAA may consider just or appropriate in the circumstances.

(b) If an Approved Applicant dies prior to the completion of the Project, the estate or personal representative of such individual may, upon meeting the reasonable requirements of FRIAA, complete the Project in accordance with the Approval entered into regarding that Project.

(c) In the event of the appointment of a receiver over the assets and affairs of an Approved Applicant, FRIAA, in its sole discretion, may allow the receiver to carry out the terms of the Approval prior to receivership, provided always the receiver be obligated to the same extent and in the same manner as the Approved Applicant. Further, FRIAA may, in its sole discretion, allow Funds to be utilized by the receiver of an Approved Applicant in a manner that is in accordance with the bylaws, rules and policies of FRIAA, the Program and the Approval, as well as any applicable agreement, all as if the receiver is the original Approved Applicant.

SCHEDULE "B"

TERM OF AGREEMENT

1. This Agreement is in effect until _____ ____, 20___.

DESCRIPTION OF SERVICES AND PAYMENT TERMS

2. The Services and payment terms under this Agreement are set out in contract Addendum XX-XX.

3. The parties acknowledge and agree that this Schedule "B" replaces all previous Schedule B's.

FOREST RESOURCE IMPROVEMENT ASSOCIATION OF ALBERTA – ENHANCED REFORESTATION OF LEGACY DISTURBANCES PROGRAM

_____
(Signature for FRIAA)

_____
(Print Name)

_____
(Date)

The undersigned Contractor hereby accepts the approval on the terms and conditions contained herein.

_____
(Authorized Signature for Contractor)

_____
(Print Name)

[CONTRACTOR] SERVICE PROVIDER AGREEMENT – EnRLD XX-XX ADDENDUM XX-XX [ACTIVITY TYPE & YEAR]

SERVICES

1. The Contractor agrees to undertake site assessments/prescriptions according to the sites/stands identified and estimated costs described in Table 1 and 2 below and agrees to the terms and conditions as identified in Schedule "A" EnRLD Program Outline as attached to the Service Provider Agreement.

Table 1. Description of Services

Service Area	Shapefile(s)	Stand Area (ha)	Services to be Completed
High Level (F11)	EnRLD 2023_Site Assessment_F11_F26	**4,035**	Site assessments and treatment prescriptions for stands outlined in shapefiles.
High Level (F26)	EnRLD 2023_Site Assessment_F11_F26	**6,712**	Site assessments and treatment prescriptions for stands outlined in shapefiles.

Table 2. Estimated Costs Related to Services

Proposed Activity	Units	# of Units	Unit cost	Total	Additional Detail
Preparation					
Lead Assessor	Days	1.0	$500.00	$500.00	
Assistant	Days	1.5	$300.00	$450.00	
GIS tasks	Days	0.5	$400.00	$400.00	
Map production	Maps	50.0	$1.50	$75.00	
Other (describe)					
			Subtotal - Preparation	**$1,225.00**	
Fieldwork					
Lead Assessor	Days	14.0	$600.00	$8,400.00	
Assistant	Days	11.0	$350.00	$3,850.00	
GIS tasks	Days	0.5	$400.00	$200.00	
Mileage	Kms	2,500.0	$0.65	$1,625.00	
Accommodation	Days	11.0	$120.00	$1,320.00	
Sustenance	Days	24.0	$60.00	$1,440.00	(12 days @ $60/day x 2 people)
Helicopter (estimate)	Hours	80.0	$1,000.00	$80,000.00	(850 per hr + $150/hr fuel, oil, landing fees)
Sub-contractor (describe)					
Other (describe)					
			Subtotal - Fieldwork	**$96,835.00**	
Office Compilation					
Lead Assessor	Days	1.0	$500.00	$500.00	
Staffing	Days	1.5	$300.00	$450.00	
GIS tasks	Days	0.5	$400.00	$200.00	
			Subtotal - Office Compilation	**$1,150.00**	
Final Reporting					
Assessor	Days	1.0	$500.00	$500.00	
Assistant	Days	1.5	$300.00	$450.00	
GIS tasks	Days	0.5	$400.00	$200.00	
Map production	Maps	20.0	$1.50	$30.00	
			Subtotal - Final Reporting	**$1,180.00**	
Proposed Project Sub-total				**$100,390.00**	
Administration Fee				**$5,019.50**	
Maximum Approved Project Total				**$105,409.50**	
Project Hectares				**10,747**	
Proposed Project Cost/Hectare				**$9.81**	

Note: All text in red is sample information for illustration purposes only. All rates provided are considered to be examples and may not be reflective of current market value, nor should they be taken as guidelines or absolutes.

2. The Contractor will invoice FRIAA based on the actual costs incurred including administration fees as identified in Table 2 and subject to the terms and conditions as identified in Schedule "A" EnRLD Program Outline as attached to the Service Provider Agreement.

3. If actual costs incurred exceed (or are likely to exceed) the maximum approved project total cost in Table 2, the Contractor must notify FRIAA immediately. FRIAA, at its discretion, may require an amendment to the Addendum or choose not to pay some or all of the additional costs.

4. The Contractor may make site-specific modifications to treatment detail according to the professional judgment of its staff; however, any such changes will be detailed in technical reports as per clause 12 of this Addendum.

WORK SCHEDULE

5. Work may commence [DATE OF APPROVAL] and be completed no later than [EXPECTED COMPLETION DATE].

6. If supplemental assessments are required after this date because additional fires being added, the results of that work will be completed and reported separately from these timelines.

PAYMENT SCHEDULE

7. The Contractor may submit monthly invoices to FRIAA or may elect to propose a payment scheduled linked to the completion of project milestones. The below table may be used to outline a payment schedule:

Progress Report	**Task Description and Estimated Milestones**	**Reporting Period**		**FRIAA Payment**	**Total Funds Received**
		Start Date	**End Date**		
1	Signed Project Grant Agreement & Project start-up	-	April 1, 2023	$ funds to be released	$ funds received
2	Completion of Fieldwork	April 1, 2023	June 30, 2023	$ funds to be released	$ funds received
Project completion and submission of final project deliverables.	Submit final technical report outlining results and outcomes. Submit final financial report.	April 1, 2023	July 31, 2023	Minimum 20% of project total **Total**	$ funds received **$ funds received**

8. FRIAA may retain a minimum of 20% of the estimated project costs which will be paid on receipt of acceptable financial and technical reports as described in clause 10, 11, 12 and 13 of this Addendum.

PENALTIES FOR LATE DELIVERABLES

9. FRIAA, at its discretion, may invoke financial penalties for late reporting, as follows:

   9.1 For deliverables received more than 30 days after the timelines specified in clause 10, FRIAA may retain 5% of the invoiced costs;

   9.2 For deliverables received more than 90 days after the timelines specified in clause 10, FRIAA may retain 10% of the invoiced costs.

PROJECT REPORTS

10. The Contractor shall submit final financial and technical reports to FRIAA, within 30 days of the completion of services described in this Addendum.

11. The financial report will summarize all costs incurred. The format for this report should be like Table 2 of this Addendum (i.e. units, unit costs and total costs by activity) to permit comparison of estimated and actual costs.

12. The technical report will describe the work completed, site assessment details, data collected and treatment recommendations for each site/stand assessed in order to pursue reforestation. Deliverables for the project shall include: a summary spreadsheet (in the format specified by FRIAA); site/stand specific maps; overview map(s) of assessment areas; shapefiles of all assessed sites/stands, including attributes for detailed assessments, prescribed treatment types, and other collected information (in the format specified by FRIAA); georeferenced digital photos of the assessed stands; and summaries of the amount of hectares by prescription/treatment type; and any other information reasonably requested by FRIAA.

13. All project reports must be signed by a Regulated Professional qualified to attest to the accuracy of the information provided and must include a statement validating the reliability of the information provided.