

RESEARCH GRANT AGREEMENT
UNIVERSITY Sec. 25(1)(b)

THIS AGREEMENT made as of the 17 day of July, 2015.

BETWEEN:

TransAlta Corporation
(the "Sponsor")

- and -

The Governors of the University of Alberta,
a corporation continued under the *Post-secondary Learning Act* (Alberta),
(the "University")

WHEREAS the University and the Sponsor wish to enter into this agreement (the "Agreement") pursuant to which the Sponsor will provide a grant to the University to assist the University in conducting the study outlined in Schedule A (the "Research Study") in accordance with the terms of this Agreement;

The University and the Sponsor agree as follows:

1. RESEARCH STUDY

The Research Study will be conducted under the direction of a principal investigator appointed by the University (the "Principal Investigator") who will have responsibility for the scientific and technical conduct of the Research Study. If for any reason the then designated Principal Investigator is unable to complete the Research Study and a successor proposed by the University is not accepted by the Sponsor, acting reasonably, the parties will take all reasonable steps to wind down the Research Study with a minimum of costs and in accordance with Section 12. The initial Principal Investigator is Dr. Warren Kindzierski of the University's School of Public Health.

2. GRANT

The Sponsor will pay to the University the grant as provided in Schedule B (the "Grant") in accordance with the payment provisions set forth in Schedule B for utilization by the University in the conduct of the Research Study.

3. TERM OF RESEARCH STUDY

The Research Study will be conducted in accordance with appropriate scientific and professional standards with an expected start date of June 1, 2015 and an expected completion date of August 31, 2016 (the "Study Term").

4. CONFIDENTIAL INFORMATION

4.1 Each of the University and the Sponsor may disclose information it considers confidential to the other to facilitate the Research Study. Each party will use all reasonable efforts to treat and keep confidential, and cause its officers, directors, employees and its students, if any, to treat and keep confidential, any such information received by it from the other marked "Confidential". In addition the Sponsor will use all reasonable efforts to treat and keep confidential, and cause its officers, directors, employees and students, if any, to treat and keep confidential the Research Results communicated to the Sponsor until such time as the University discloses the Research Results to the public. Such Reasonable efforts will in no event be less than the efforts used by the receiving party to protect its own confidential information. Any such information will be disclosed within the receiving party only on a "need to know" basis. The obligation to keep confidential will not apply to information which:

- (a) was in recipient's possession before receipt from discloser;

- (b) is or becomes a matter of public knowledge through no fault of recipient;
- (c) is rightfully received by recipient from a third party without a duty of confidentiality;
- (d) is disclosed by discloser to a third party without a duty of confidentiality on the third party.

Notwithstanding the foregoing provisions of this Section 4.1, a recipient may disclose information if such disclosure:

- (e) is required by law including but not limited to applicable statute, regulation or other enactment or by lawful order of a court or administrative tribunal having jurisdiction provided recipient provides discloser with immediate notice of such requirement upon recipient's receipt of notice of the same; or
- (f) is made by recipient with discloser's prior written approval.

4.2 Each party shall also keep confidential and shall ensure its subcontractors, agents and their respective employees and students keep confidential any and all personal information disclosed directly or indirectly by the other party under this Agreement. Notwithstanding anything to the contrary, the parties shall not do anything with such personal information which may cause another party to be in violation of privacy legislation in force in Alberta or legislation that is substantially similar thereto.

5. OWNERSHIP AND COMMUNICATION OF RESEARCH RESULTS

All Research Results will be owned by the University or the person entitled to ownership in accordance with University policies or collective agreements. Research Results means any and all intellectual property both tangible and intangible, conceived, discovered or developed through the Research Study and includes, without limitation, databases, audiovisual and computer material or equivalent circuitry, biotechnology and genetic engineering products (including plant cultivars and germ plasm), computer software, inventions, processes, products and discoveries. Research Results do not include: (i) proprietary confidential information of the Sponsor which is disclosed to the University to facilitate the Research Study; (ii) restatements of previously existing information by or of either the Sponsor or the University; or (iii) methods, techniques, processes or computer codes utilized by the University for the conduct of the Research Study.

The Sponsor will be provided with a copy of a final report (the "Research Report") of the Research Study that will disclose the Research Results. The Research Results are confidential information of the University.

6. USE RIGHTS OF SPONSOR

The Sponsor will have a royalty free non-exclusive right to use for such purposes as it deems appropriate the Research Results disclosed in the Research Report other than those for which the owner alone or with or through others is seeking, or has obtained, statutory protection. Nothing in this Agreement is a right or license in favor of the Sponsor to use any intellectual property of the University which is not a part of the Research Results disclosed in the Research Report.

7. PUBLICATION RIGHTS

No rights granted to the Sponsor pursuant to this Agreement will restrict the right of the University to publish or permit others to publish the Research Results or to use or permit others to use the Research Results.

8. USE OF UNIVERSITY NAME

The Sponsor will not, without the prior written consent of the University,:

- (a) use the name, trademark, service mark, logo or other symbol representative of the University or any related entity of, or otherwise identify, the University; or
- (b) use the name, title, likeness or statement of any University officer, director, employee (including the Principal Investigator) or student;

in conjunction with the Sponsor's use or exploitation of the Research Results, including without limitation, the development, production or marketing of products.

9. WARRANTY

The University makes no representations or warranties, either express or implied, as to any matter including, without limitation, the Research Results to be achieved, whether the Research Results or any part or aspect of the same will be capable of statutory protection, the existence or non-existence of competing technology, the condition, quality or freedom from error of the Research Results or any part thereof, any merchantability, or its fitness for any particular purpose and all warranties and conditions expressed or implied, statutory or otherwise are hereby disclaimed. Neither the University nor its officers, directors, employees, students or agents will be liable for any direct, consequential or other damage suffered by the Sponsor or others whether or not claiming through the Sponsor resulting from the development or use of the Research Results or any invention, technology or product produced in the course of or using the Research Results.

The Sponsor will defend, indemnify and hold harmless the University, its officer, directors, employees, students and agents from all liabilities, demands, damages, expenses (including legal fees on a solicitor and that solicitor's own client basis) and losses arising out of the use by the Sponsor, or by any party acting on behalf of or under authorization from the Sponsor, of the Research Results or out of any use, sale or the disposition by the Sponsor, or by any party acting on behalf of or under authorization from the Sponsor of products made by use of the Research Results.

10. FOIPP

The Sponsor acknowledges that all records prepared by the University in the performance of this Agreement are in the custody and control of the University. The University is or will be subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta) which creates a right of access to records under the custody and control of public bodies subject to specific, limited exceptions.

11. NOTICES

All notices, requests, directions or other communications required or permitted herein will be in writing and will be delivered to the parties hereto respectively as follows:

The Sponsor:

TransAlta Corporation
 110 – 12th Avenue SW
 Calgary, AB T2P 2M1
 Attention: Oliver Bussler, Director (Sustainable Development)
 Phone: 403 267 4656

The University:

For Contract/Finance Matters:

Research Services Office
 222 Campus Tower
 8625 – 112 Street
 University of Alberta
 Edmonton, Alberta, T6G 2E1
 Attention: Assistant Director, Contracts & Agreements
 Phone: 780 492 5787
 Fax: 780 492 0949

For Scientific Matters:
 Dr. Warren Kindzierski
 School of Public Health
 University of Alberta
 3-57J South Academic Building
 Edmonton, Alberta, T6G 2G7
 Phone: 780 492 0382

In order for any notices, requests, directions, or other communications to be effective, the same will be delivered in person or sent by registered mail or facsimile addressed to the party for whom it is intended at the above-mentioned address or fax number and will be deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other party and, if sent by facsimile, when transmitted. The address or fax number of either party may be changed by notice in the manner set out in this Section.

12. TERMINATION

The Research Study may be terminated by either the Sponsor or the University on ninety (90) days written notice from the Sponsor to the University or from the University to the Sponsor, in which event the parties will take all reasonable steps to wind down the Research Study with a minimum of costs. In these circumstances, or if the Research Study is wound down as provided in Section 1, the Sponsor will pay for the portion of the Research Study completed and the University's committed and uncancellable costs of the Research Study, the total of which in no event will exceed the Grant.

13. ASSIGNMENT, SUBCONTRACTING AND AMENDMENT

13.1 No part of this Agreement may be assigned or subcontracted by either party without the written consent of the other party signed by authorized representatives of both parties.

13.2 No amendment or variation of this Agreement will operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement by both parties signed by authorized representatives of each party.

14. EFFECT OF TERMINATION OF STUDY TERM

The expiration or sooner termination of the Study Term will not result in the termination of any obligation of any party pursuant to this Agreement unless the performance of that obligation is stated to be applicable only during the Study Term.

15. NO IMPLIED WAIVER

The failure of any party at any time to require performance of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of any party of a breach of any provision constitute a waiver of any succeeding breach of the same or any other provision.

16. RELATIONSHIP OF PARTIES

University and the Sponsor are independent contracting parties and nothing in this Agreement shall make any party the agent or legal representative of the other for any purpose whatsoever, nor does it grant any party any authority to assume or to create any obligation on behalf of or in the name of the other.

17. SEVERABILITY

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

18. INCORPORATION OF SCHEDULES

The following attached Schedules are incorporated in this Agreement and are deemed to be part of this Agreement and any references to this Agreement shall mean this Agreement including such Schedules:

- Schedule "A" Study Description (Scope of Work) and Budget
- Schedule "B" Payment

19. COUNTERPART

This Agreement may be signed in counterpart. Each counterpart shall constitute an original document and these counterparts taken together, shall constitute one and the same Agreement.


20. GOVERNING LAW

This Agreement will be governed by the laws in force in the Province of Alberta and the parties expressly attorn to the exclusive jurisdiction of the courts of Alberta for enforcement of the same.

IN WITNESS WHEREOF the duly authorized officers of the parties have executed this agreement as of the date first written above.

The Governors of the University of Alberta


Per:


 Research Services Office
JULIE L. STEPHENS
 Assistant Director
 Research Facilitation & Strategic Initiatives
 RESEARCH SERVICES OFFICE
 The University of Alberta

Sec. 17(1)
 Sec. 17(4)(g)(i)(ii)

Sponsor

Per:


 Oliver Bussler
 Director, Sustainable Development

Sec. 17(1)
 Sec. 17(4)(g)(i)(ii)

SCHEDULE A
THE RESEARCH STUDY

THE RESEARCH STUDY
CONDUCTED BY
THE RESEARCH STUDY
CONDUCTED BY

May 25, 2015

Don Wharton, Vice-President
Policy and Sustainability Development
TransAlta Corporation
110 - 12th Avenue SW
Calgary, AB T2P 2M1

RE: *Draft Proposal for Science-based Investigation of Characteristics and Sources of Particulate Air Quality in Edmonton, Alberta*

Dear Mr. Wharton:

As requested, please find enclosed a copy of a proposal for Science-based Investigation of Sources of Particulate Air Quality in Edmonton, Alberta.

Please do not hesitate to contact me by phone (780-492-0382) or email (warrenk@ualberta.ca) if you have any questions or require any additional information.

Sincerely,



Warren Kindzierski, Ph.D., P.Eng.
Associate Professor
Environmental Health Sciences
School of Public Health
3-57B South Academic Building
University of Alberta
Edmonton, AB T6G 2G7

enclosure



University of Alberta

Draft Proposal for
Science-based Investigation of Characteristics and
Sources of Particulate Air Quality in Edmonton, Alberta

Prepared for:

TransAlta Corporation
110 – 12th Avenue SW
Calgary, AB T2P 2M1

Principal Investigator

Warren Kindzierski, Ph.D., P.Eng.
School of Public Health
University of Alberta, Edmonton, Alberta, T6G 2G3

May 25, 2015

Request # 2016-007

Pages 000010 - 000016

Removed Under Section 4(1)(i)

of the

Freedom of Information and Protection of Privacy Act

Information and Privacy Office

SCHEDULE B**PAYMENT OF GRANT**

B.1 Grant The Sponsor will pay to the University a Grant of \$54,000 CAD, that amount having been calculated by reference to the Principal Investigator's Budget attached as a part of Schedule A. The Grant will not be adjusted as a result of any difference between budgeted costs and actual costs.

B.2 Invoicing The Sponsor will pay to the University, concurrently with delivery of fully executed Agreement and receipt of an invoice, \$54,000.00 being the entire amount of the Grant.

B.3 Payment Invoiced amounts are due and payable by the Sponsor within thirty (30) days of receipt of invoice or within such shorter time as provided in Section B.2. Interest will be paid on overdue amounts at a rate of 15% per annum.

B.4 Default If the Sponsor fails to pay any due and unpaid portion of the Grant within ten (10) days following notice by the University to the Sponsor that such portion is due and unpaid, the University may upon notice to the Sponsor terminate any further obligation of the University to complete the Research Study and any rights of the Sponsor to receive any report of the Research Study or to use any portion of the Research Results without prejudice to or limitation of any other rights or remedies of the University.

INVOICE TO BE SENT TO:

Company Name: TransAlta Corporation
Address:
110 – 12th Avenue SW
Calgary, AB T2P 2M1
Attention: Oliver Bussler, Director (Sustainable Development)
Ph: 403 267 4656
Email: oliver_bussler@transalta.com

**CHEQUES SHOULD BE MADE PAYABLE TO: The Governors of the University of Alberta
PLEASE REFERENCE RESEARCHER'S NAME, Sec. 25(1)(b), AND FORWARD TO THE
FOLLOWING ADDRESS:**

Financial Services
University of Alberta
3rd Floor, Administration Building
Edmonton, Alberta
Canada T6G 2M7
ATTENTION: RESEARCH RECEIVABLES

BUDGET

Dr. Kindzierski (in kind):	= 0	Sec. 17(1)
		
Misc. disbursements:	= 5,000	Sec. 17(4)(g)(i)(ii)
Indirect cost (U of A overhead @ 20%)	= 9,000	
GST	= 0	
TOTAL	= \$54,000	

SFR search
invoices issued b/n Jan 1/13 - Dec 31/15

Customer	Customer Name	Invoice	Date	Amount	Status	Comment	Project	Award Title
SFR1398	TransAlta	UA177476	17-Aug-15	\$ 54,000.00	Closed	Paid	[REDACTED]	TRANSA Kindzierski

Sec. 25(1)(b)