

This Contract is made effective January 15, 2017.

CONTRACT FOR SERVICES

BETWEEN

**THE GOVERNORS OF ATHABASCA UNIVERSITY
(hereafter called the UNIVERSITY)**

AND

**COATES HOLROYD CONSULTING INC.
(hereafter called the CONTRACTOR)**

In consideration of the mutual covenants provided for herein, the parties agree as follows:

1 Term of Agreement

- 1.1 Subject to Section 9 herein, the term of this Contract shall be as set forth in Schedule "A" hereto (the "Term of Agreement").

2 Nature of Services

- 2.1 The CONTRACTOR acknowledges that it has been selected on the basis of its special expertise and competence and that such expertise is a necessary element of the services to be provided by the CONTRACTOR hereunder. The CONTRACTOR shall work in collaboration with the UNIVERSITY and its staff in providing the services to be performed by the "independent third party" as contemplated in the Terms of Reference for Independent Third Party Review attached as Schedule "B" hereto (the "Services").
- 2.2 The PERSON who will be delivering the Work on behalf of Coates Holroyd Consulting Inc. is:
- Ken Coates
- 2.3 The CONTRACTOR will not substitute or add any additional people to provide the Services on behalf of Coates Holroyd Consulting Inc. without the UNIVERSITY'S prior written approval.

3 Payment

- 3.1 A maximum fee in the amount set forth in Schedule "C" hereto (the "Payment"), shall be paid to the CONTRACTOR as provided for in the said Schedule.

4 Independent CONTRACTOR

- 4.1 The CONTRACTOR represents that it is a resident Canadian for the purposes of Canadian income tax legislation. If the CONTRACTOR is or becomes a non-resident, the UNIVERSITY shall be authorized to withhold the applicable percentage of payments as required by any such income tax legislation. The CONTRACTOR shall inform the UNIVERSITY forthwith of any change in its residency status for income tax purposes. The CONTRACTOR shall indemnify the UNIVERSITY for any payments not withheld, but required to be paid pursuant to such legislation, including any interest or penalty assessed thereon.
- 4.2 The CONTRACTOR acknowledges that it is an independent CONTRACTOR and has no authority to enter into any arrangements as an agent for the UNIVERSITY.
- 4.3 The CONTRACTOR shall have authority to exercise exclusive control, direction and management to carry on the Services under its own superintendence and at its own risk, and to provide the Services according to its own means and methods. The UNIVERSITY shall be entitled only to direct the CONTRACTOR with respect to the elements of the Services to be performed by the CONTRACTOR and the results to be derived by the UNIVERSITY, to inform the CONTRACTOR as to where and when such Services shall be performed, and to review and assess the performance of such Services by the CONTRACTOR for the limited purposes of assuring that such Services have been performed in accordance with the requirements of this Contract and confirming that such results are satisfactory to the UNIVERSITY.
- 4.4 Unless otherwise specified, the CONTRACTOR shall procure from the proper authorities all permits and licenses which may be required for the performance of the Services hereunder, and shall pay all customs, duties, and all excise, license, occupation and other taxes which may become payable to any authority by reason of the Services.

- 4.5 The CONTRACTOR and any employees of the CONTRACTOR shall not be deemed to be at any time employees or servants of the UNIVERSITY. The parties agree that the CONTRACTOR shall be an independent CONTRACTOR in the performance of the Services under this Agreement and that no master and servant relationship is to be created between the CONTRACTOR or any employees of the CONTRACTOR and the UNIVERSITY and further that no employee benefits available to employees of the UNIVERSITY shall accrue to the CONTRACTOR or to any employees of the CONTRACTOR. Accordingly, the CONTRACTOR shall pay and accept full and exclusive liability for the assessments or contributions required by, but not limited to, deductions pursuant to the Alberta Workers' Compensation Act, Alberta Income Tax Act, Employment Insurance Act (Canada), Canada Pension Plan Act, and Income Tax Act (Canada), and the CONTRACTOR, as an independent CONTRACTOR, and its employees shall not receive nor be entitled to receive from the UNIVERSITY any vacation pay, overtime pay, employee benefits or severance pay in connection with the performance of the Services.
- 4.6 The CONTRACTOR shall be solely responsible for the payment of all income taxes assessed or levied against it.

5 Reporting Relationship

- 5.1 For the duration of this Contract, the CONTRACTOR shall report to the UNIVERSITY'S Interim Board Chair, Ms. Margaret Mrazek or such other party as shall be designated by the UNIVERSITY to the CONTRACTOR in writing.

6 Assignment

- 6.1 The CONTRACTOR shall not assign or sub-contract any of its obligations undertaken herein except with the written authorization of the UNIVERSITY.

7 Intellectual Property Rights and Confidentiality

- 7.1 “Intellectual Property” includes all rights worldwide in, to and under copyrights, copyright registrations and applications, trademarks (including trade dress, service marks and trade names), trademark registrations and applications, domain names, patent, patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, inventions, whether or not patentable, industrial designs, trade secrets, author rights, moral rights, rights in goodwill, and other proprietary rights or information, as may exist now and hereafter come into existence, and all renewals and extensions thereof.
- 7.2 The CONTRACTOR hereby irrevocably assigns to the UNIVERSITY all of its rights, title and interest whatsoever throughout the world in and to all Intellectual Property in any work or works prepared, created or incorporated by the CONTRACTOR as part of, or ancillary to the Services (individually or collectively, a “Work”) and the CONTRACTOR further agrees to execute any documents which may be necessary to evidence or support such assignment. For greater clarity, a Work includes any and all information, data, computer code or other materials delivered or deliverable in text, electronic, photographic, audio, visual or audiovisual format, including recording and storage media, instructional materials, documentation and any required passwords or other access information.
- 7.3 If the CONTRACTOR is not an individual, and employees, or subcontractors of the CONTRACTOR make or have made any contribution to a Work the CONTRACTOR shall obtain from such parties an equivalent full assignment of rights and waiver of moral rights, including those associated with honour and reputation, without restriction in perpetuity, so that the foregoing assignment by the CONTRACTOR vests in the UNIVERSITY full rights in each and every Work free of any claims, interests, or rights of other parties. At the UNIVERSITY’s request, the CONTRACTOR shall furnish the UNIVERSITY with copies of such assignments of rights and waivers obtained from those other parties.

- 7.4 Where the individual CONTRACTOR, or any individual employee or subcontractor of the CONTRACTOR, will have his or her image and/or voice recorded as part of a Work, the CONTRACTOR agrees, and shall obtain the written agreement of any employee or subcontractor, to the audio or visual recording of the individual, including the use of the individual's name, likeness, image, performance, picture, statements and ideas made in connection with the Work in any media, for educational, commercial or promotional purposes, and for broadcast of any part thereof via any means, including display on, or transmission via the Internet.
- 7.5 Where the CONTRACTOR is an individual, the CONTRACTOR hereby expressly waives in favour of the UNIVERSITY, all of his or her moral rights in the Work, including those associated with honour and reputation, without restriction in perpetuity and further agrees to execute any documents, which may be necessary to evidence or support such waiver.
- 7.6 As a Work must not contain any infringing content, the CONTRACTOR represents and warrants, regarding each Work:
- 7.6.1 The content of the Work is the CONTRACTOR's original work and it does not contain any material infringing the copyright of others, or where the Work is not entirely the CONTRACTOR's original work, the CONTRACTOR has obtained necessary permissions, in writing, to grant full and unimpaired rights to use the Work to the UNIVERSITY, and will submit at the request of the UNIVERSITY a list of all such granted rights, and a list of all co-contributors of the Work, to the UNIVERSITY;
- 7.6.2 The CONTRACTOR's ability to assign ownership of the Work, and waive, or obtain a waiver of, moral rights therein, is not subject to any employment or other contractual obligation with or to any employer, or with or to any other party;
- 7.6.3 The content of the Work does not contain any material that is defamatory of, or violates the privacy rights of, or discloses the confidential information of, any person;
- 7.6.4 If any part of the Work has been previously published or provided elsewhere, the CONTRACTOR has disclosed to the UNIVERSITY the details of such prior publication or provision.

- 7.7 The payments referred to in Section 3 herein are in full and final satisfaction for provision of the Services and the CONTRACTOR agrees and acknowledges that neither it nor its agents, employees or subcontractors are entitled to the payment of any future royalties, residuals or any other payments in connection with the Services and hereby expressly waives entitlement to such payments.
- 7.8 The CONTRACTOR acknowledges that all records, material and information pertaining to the UNIVERSITY and any copies thereof obtained by the CONTRACTOR are and shall remain the exclusive property of the UNIVERSITY.
- 7.9 Except as may be required in connection with filings with government agencies or courts or except as may be required under applicable law, the CONTRACTOR and the UNIVERSITY shall keep strictly confidential and shall not disclose to any other party or entity other than its officers and employees on a must know basis or its respective lawyers and accountants, the material terms and conditions of this Contract. Both the CONTRACTOR and the UNIVERSITY agree to keep confidential and not disclose or to make use of any confidential information or trade secrets of the other party. Both the CONTRACTOR and the UNIVERSITY shall take all reasonable steps to ensure that their agents, employees, contractors and subcontractors shall treat as strictly confidential the confidential information and trade secrets of the other party, and in any event shall use no less effort than they would use to protect their own confidential information.

8 Non-Disclosure and Confidentiality Agreement

- 8.1 The CONTRACTOR shall be required to adhere to the Non-Disclosure/Confidentiality Schedule attached hereto as Schedule "D" of this Contract.

9 Termination of Agreement

- 9.1 The UNIVERSITY may terminate this Contract immediately upon written notice (the “effective date of termination”), at its sole discretion as follows:
- 9.1.1 upon any breach or non-performance by the CONTRACTOR of the terms and conditions of this Contract;
 - 9.1.2 upon the CONTRACTOR causing substantial harm or disrepute to the status and reputation of the UNIVERSITY;
 - 9.1.3 if the UNIVERSITY deems the particular circumstance or other such circumstances of the CONTRACTOR’s relationship to comprise a conflict of interest and such conflict is not or cannot be resolved to the UNIVERSITY’S satisfaction;
 - 9.1.4 for any reason without cause by providing thirty (30) days written notice of the intent to terminate to the CONTRACTOR; or
 - 9.1.5 upon any other circumstances the UNIVERSITY deems reasonably necessary to ensure its successful operation of its courses.
- 9.2 Upon the effective date of termination, the CONTRACTOR shall stop providing Services and shall deliver to the UNIVERSITY all reports, invoices and any other material relating to the Services. The UNIVERSITY will pay for Services satisfactorily performed (as determined by the UNIVERSITY) up to the effective date of termination.
- 9.3 Upon the effective date of termination, the CONTRACTOR shall deliver to the UNIVERSITY all UNIVERSITY property without condition.

10 Indemnity

- 10.1 The CONTRACTOR shall at all times and without limitation indemnify, hold harmless and defend the UNIVERSITY, its servants, agents, employees, invitees and representatives from and against any and all losses, damages, expenses, claims, suits and demands of whatever nature (including legal fees and expenses on a solicitor and client basis) resulting from the breach of any term, condition or provision of this Contract, and or damages or injuries, including death, to any property or persons caused by or arising out of any negligent or willful act or omission of the CONTRACTOR under this Contract, whether in connection with the provision of Services or in compliance with its covenants, and also such negligent or willful acts or omissions of the CONTRACTOR'S sub-contractors or any of that party's sub-contractors, respective servants, agents, employees, invitees or representatives.
- 10.2 The CONTRACTOR shall carry adequate comprehensive general and professional liability insurance with limits acceptable to the UNIVERSITY, and shall supply the UNIVERSITY with proof of such insurance upon request by the UNIVERSITY. If it is determined by the UNIVERSITY that the CONTRACTOR does not have adequate comprehensive general and professional liability insurance, the UNIVERSITY may, at its discretion, pay for the CONTRACTOR's insurance and off-set the cost of such insurance from the fees payable to the CONTRACTOR as outlined in Schedule "C", herein.
- 10.3 If the CONTRACTOR maintains an active account with the Workers' Compensation Board ("WCB"), the CONTRACTOR shall provide the WCB account number to the UNIVERSITY, and shall supply the UNIVERSITY with proof of coverage upon request. If the WCB account number or acceptable proof of coverage is not provided to the UNIVERSITY it shall be assumed that the CONTRACTOR does not maintain an active account with the WCB.

11 No Inducement

- 11.1 The CONTRACTOR represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any employee or Board member of the UNIVERSITY, or to the member of the family of such a person with a view to influencing the entry into the Contract or the administration of the Contract.

12 Access to Information and Protection of Privacy

12.1 Definitions - (as stated in the Alberta Freedom of Information and Protection of Privacy Act (the “Act”))

Employee - in relation to a public body, includes a person who performs a service for the public body as an appointee, volunteer or student or under contract or agency relationship with the public body.

Personal Information or Information - means recorded information about an identifiable individual, including:

- (i) the individual's name, home or business address or home or business telephone number,
- (ii) the individual's race, national or ethnic origin, colour or religious or political beliefs or associations,
- (iii) the individual's age, sex, marital status or family status,
- (iv) an identifying number, symbol or other particular assigned to the individual,
- (v) the individual's fingerprints, other biometric information, blood type, genetic information or inheritable characteristics,
- (vi) information about the individual's health and health care history, including information about a physical or mental disability,
- (vii) information about the individual's educational, financial, employment or criminal history, including criminal records where a pardon has been given,
- (viii) anyone else's opinions about the individual, and
- (ix) the individual's personal views or opinions, except if they are about someone else.

Record - means a record of information in any form and includes notes, images, audio/visual recordings, x-rays, books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records.

12.2 Access to Information and Protection of Privacy

12.2.1 The UNIVERSITY is subject to the Act. Records and Personal Information, collected, created, used, disclosed, and disposed of as a result of this Agreement are subject to the provisions of the Act and as such each of the parties hereto covenant and agree as follows:

- (i) Each of the parties shall provide notification as required by the Act when Personal Information is being collected as a result of this Contract. The notification shall include the purpose for which the Information is being collected, the specific legal authority for the collection and the title, business address and telephone number of an officer or employee who can answer the individual's questions about the collection.
- (ii) The UNIVERSITY and the CONTRACTOR shall protect Personal Information that is collected, created, and used as a result of this Contract in accordance with the Act. Records shall be stored in a secure manner, and reasonable security measures shall be taken against such risks as unauthorized access, collection, use, disclosure or disposal.
- (iii) Personal Information collected pursuant to this Contract shall only be used for the purpose for which it was collected or a consistent use. Any other usage must have the written consent of the individual to whom the Personal Information relates.
- (iv) The UNIVERSITY and the CONTRACTOR shall only disclose Personal Information as required to carry out this Contract and as provided for in the Act.
- (v) Any Personal Information in the custody of or under the control of either party hereto as a result of this Contract shall remain in the custody of or under the control of that party and shall be returned to the UNIVERSITY at the CONTRACTOR's expense upon the termination or expiry of the Contract, whichever occurs first.

- (vi) In the event of either party receiving a request for Records or Information covered by this Contract, each shall make every reasonable effort to assist the applicant by responding to the request according to the provisions of the Act. If a request is received for any of these records, the CONTRACTOR shall forward the information and records, at the CONTRACTOR'S expense, to the UNIVERSITY within FIVE (5) calendar days of official notification by the UNIVERSITY.

13 Miscellaneous

13.1 Schedules

All schedules attached to this Contract are incorporated by reference hereto and shall form terms of this Contract.

13.2 Notices

Any notice or other communication pursuant to this Contract required or desired by a party shall be deemed to have been given (or received by the other party) on the date when delivered or sent by confirmed facsimile transmission, confirmed email, personal delivery or three (3) business days after being sent by registered mail, postage pre-paid, to the UNIVERSITY or the CONTRACTOR at the addresses set forth in below:

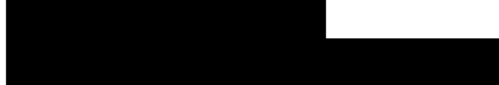
UNIVERSITY:

Margaret Mrazek
Interim Board Chair
Athabasca University
1 University Drive
Athabasca, AB T9S 3A3



CONTRACTOR:

Coates Holroyd Consulting Inc.
Attention: Ken Coates



13.3 Headings

The headings, paragraphs, sub-paragraphs, article numbers, and section numbers contained in this Contract are for the convenience of reference only and shall not affect the interpretation or meaning of this Contract.

13.4 Waiver of Agreement

Failure by either party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in this Contract or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term provision or condition but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.

13.5 Severability

If any provision of the Contract is invalid or unenforceable in any circumstance, the remainder of this Contract, and the application of such provision in any other circumstances, shall not be affected.

13.6 Entire Agreement

This Contract constitutes the entire agreement between the UNIVERSITY and the CONTRACTOR pertaining to the subject matter, and supersedes all prior agreements, understandings, negotiations, representation and discussions whether oral or written.

13.7 Compliance with Law

The CONTRACTOR shall properly observe, be bound by and comply with all statutes, rules, orders, ordinances, and regulations, as may be amended from time to time, of all governmental authorities in providing the Services pursuant to this Contract.

13.8 Force Majeure

Delays in or failure of performance by either party under this Contract shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including, but not limited to, decrees of government, acts of God, strikes or other concerted acts of workers, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents (hereinafter

called “force majeure”), but lack of finances shall in no event be deemed to be a cause beyond a party’s control.

In the event that performance of this Agreement in the reasonable opinion of either party is made impossible by force majeure, then such party shall so notify the other in writing and the UNIVERSITY shall either (a) terminate the Contract, or (b) authorize the CONTRACTOR to complete the performance of the Services with such adjustments as are required by the existence of the force majeure and are agreed upon by both parties.

13.9 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the UNIVERSITY and the CONTRACTOR irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

13.10 Ambiguity

Each party and its counsel hereto acknowledges they have reviewed and participated in settling the terms of this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

13.11 Survival

The paragraphs entitled Intellectual Property Rights and Confidentiality, Non-Disclosure and Confidentiality Agreement, Termination of Agreement, Indemnity, and Governing Law shall survive termination and expiry of this Contract.

13.12 Currency

All references in this Contract to dollars shall be to Canadian dollars unless otherwise indicated.

13.13 Further Assurances

Each party hereto shall from time to time and at all times do such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Contract.

13.14 Inconsistencies

In the event of any inconsistencies or conflicts between the terms of this Contract and any schedules, appendices or other documents attached to and forming part of this Contract, the terms of this Contract shall prevail, unless otherwise stated in the Contract.

13.15 Successors and Assigns

This Contract shall enure to the benefit of and be binding upon the parties, and their respective legal representatives, successors and assigns.

13.16 Amendments

This Contract shall not be amended unless such amendment is in writing and signed by both parties.

13.17 Time

Time shall be of the essence in this Contract.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures the day and year first written above.

THE GOVERNORS OF ATHABASCA UNIVERSITY

Original Signed by Margaret Mrazek

Per: Margaret Mrazek
Interim Board Chair
Athabasca University

January 15, 2017

Date

CONTRACTOR

Original Signed by Ken Coates

Per: Ken Coates
Coates Holroyd Consulting Inc.

January 14, 2017

Date

Schedule "A" Term of Agreement

- 1 Subject to Section 9, this Agreement shall commence on January 15, 2017 and shall terminate on April 30, 2017.

Schedule "B" Terms of Reference for Independent Third Party Review

- 1 During the Term of this Contract, the CONTRACTOR shall provide the Services as outlined in the attached Terms of Reference for Independent Third Party Review that were Approved by the Board of Governors of Athabasca University and the Ministry of Advanced Education.

Athabasca University

Terms of Reference for Independent Third Party Review

Purpose

To outline the activities to be conducted by an independent third party for the Board of Governors, which will lead to the development of a sustainability plan for the institution that will focus on ensuring the long term viability of the institution within the community and Campus Alberta.

Background

The Minister has provided to the institution a set of principles to guide the deliberations and inform the development of the sustainability plan. The Minister has directed the institution to hire an independent third party to develop, in collaboration with the President, an implementable sustainability plan for approval by the Board of Governors.

The sustainability plan should:

- Be developed in collaboration with an independent third party.
- Be based on the attached principles.
- Examine and assess possible options to improve the sustainability of the institution, including but not limited to:
 - The institution's place within Campus Alberta – this involves exploring the appropriateness of the institution continuing its current capacity, and if the institution's sustainability would improve if it became primarily a teaching university with a greater focus on ensuring access for Albertans;
 - Developing a new business model – this involves examining the appropriateness of the current delivery model as an open and distance university, and exploring alternative delivery methods that would improve sustainability;
 - Partnering with another Campus Alberta Institution –this involves exploring the feasibility and implications of partnering with another institution, including examining the costs, impact on staffing and implications to students of such a partnership; and,

- Amalgamating with another entity or Campus Alberta institution – this involves exploring the feasibility and implications of the institution becoming a part of another entity, while maintaining the campus in Athabasca.
 - Note that the four options listed above are not exclusive and no potential option has been predetermined as the final outcome by government. The University is encouraged to explore any new ideas as feasible options, which are aligned with the principles, during the course of their consultation and review.
- Outline the financial and academic impacts of each potential option, identify the impact on the community, and indicate the viability of each option and its impact on the sustainability of the institution,
- Be developed in consultation with stakeholders, including the community, faculty and staff, and students; and,
- Provide sufficient analysis and information to support the recommendations made in the report.

Objectives

- To ensure the long term sustainability of institution within the community and Campus Alberta.
- Clearly articulate the value proposition that the institution provides to students and to Campus Alberta.

Actions to be undertaken during the review

- Reviewing the history of Athabasca University and such other documents and records of the institution as are deemed material to assessing its current sustainability, and delivery model including: attached principles; the Future of Alberta Digital Learning Forum Summary Report (2015); the Report of the President's Task Force on Sustainability; and the business process and educational reviews.
- Consulting with stakeholders, including: the Ministry; municipal leadership of Athabasca and other municipalities in which the university has a present or past physical presence (St. Albert, Edmonton and Calgary); Athabasca University's senior administration; governing bodies; student and employee associations or unions; and others as deemed appropriate.
- Consulting as necessary with Campus Alberta and experts in open and online learning so as to understand and articulate Athabasca University's value proposition and its capacity to execute its mission in sustainable ways and support the development and assessment of what changes may be required to its business/delivery model to ensure sustainability.

Athabasca University will provide access to all necessary information and make staff, management and the Board of Governors available to the independent third party.

Deliverables

- A signed contract with a third party by January 15, 2017.
- A stakeholder engagement Plan to be provided to the Board of Governors and Advanced Education 15 days after the third party has been retained.
- Monthly progress reports to the Board of Governors and Advanced Education starting on February 15, 2017.
- Tentative findings and recommendations will be presented to the Ministry and Board of Governors by April 1, 2017, with a final report incorporating responses to the tentative report by April 30, 2017.

Guiding principles for a sustainable Athabasca University

As directed by the Minister of Advanced Education, the following principles must be considered while the board and president address the long-term sustainability of the institution.

1. Commitment to the community – Include sustainability options that keep Athabasca University in Athabasca. This should consider Athabasca University's unique program delivery model that attracts students, including those in rural and remote communities.
2. Improving accountability – Improving board governance and accountability through a number of means, including reporting and communicating with government in ways that demonstrate openness and transparency.
3. Responsible use of taxpayer and student dollars – Sustainability should be achieved through the responsible and prudent use of financial resources currently available to the institution. Program and course delivery should satisfy a demonstrated need and demand within the Campus Alberta System.
4. Student-focused accessibility – Sustainability options must reflect government's goal of providing accessible, high-quality post-secondary education.

The next set of principles should be considered in Athabasca University's sustainability plan.

1. Government investment – As part of strategic fiscal and capital planning, the Alberta government may consider investing in capital projects that would result in a sustainable model for the university, but only if supported through a strong business case, and after considered in the overall fiscal reality and capital priorities of the province.
2. Partnering opportunities – Explore collaboration or partnership with other institutions.

Less focus should be placed on the following as part of a sustainability plan.

3. Cost reductions (staff) – Financial savings identified through staff reductions or relocations.
4. Cost reductions or insolvency (institution) – Financial savings achieved by closing, relocating or repurposing the institution.

Schedule "C" Payment

- 1 The maximum fee payable pursuant to the terms of this Contract by the UNIVERSITY to the CONTRACTOR shall be SIXTY THOUSAND (\$60 000) Canadian Dollars, based on a flat fee of SIXTY THOUSAND (\$60 000) for the Services outlined in Appendix "B", which shall be paid during the Term by the UNIVERSITY as follows:

1.1 LUMP SUM PAYMENTS as follows:

1. \$10 000, upon satisfactory completion of the February 15, 2017 monthly progress report to the Board of Governors and Advanced Education in accordance with Section 1.1 of Schedule "B" herein;
2. \$10 000, upon satisfactory completion of the March 15, 2017 monthly progress report to the Board of Governors and Advanced Education in accordance with Section 1.1 of Schedule "B" herein;
3. \$15 000, upon satisfactory completion of the April 1, 2017 tentative findings and recommendations presented to the Ministry and Board of Governors in accordance with Section 1.1 of Schedule "B" herein;
4. \$25 000, upon satisfactory completion of the April 30, 2017 final report presented to the Ministry and Board of Governors in accordance with Section 1.1 of Schedule "B" herein;

- 1.2 **PAYABLE** upon submission of a detailed invoice(s) by the CONTRACTOR outlining the Services completed and the accompanying fee;

- 1.3 Payments for reasonable, pre-approved expenses incurred in providing the Services pursuant to this Contract may be made in the UNIVERSITY'S discretion provided that those expenses would be recoverable under the Athabasca University Travel Expense Claim policy. It is expressly agreed and understood that the UNIVERSITY reserves the right to refuse to reimburse the CONTRACTOR for any of its expenses, costs or disbursements;

- 1.4 **PAYABLE** net thirty (30) days, payable by cheque.

- 2 The CONTRACTOR may request a different method of payment. Any payment provided to the CONTRACTOR that is not payable by cheque will be subject to a \$100 service charge per payment. The CONTRACTOR agrees that all service charges will be deducted from amounts owing to the CONTRACTOR on any respective invoice(s).
- 3 The payment(s) provided for in Paragraph 1 of Schedule "C" herein shall be conditional upon the satisfactory completion of the Services, such completion to be determined in the sole discretion of the UNIVERSITY acting reasonably.
- 4 The form of payment(s) provided for in paragraph 1 of Schedule "C" herein shall be by cheque payable to Coates Holroyd Consulting Inc.
- 5 It is the obligation of the CONTRACTOR to identify all GST/HST amounts and its GST/HST registration number on the invoice(s). The UNIVERSITY will not be liable for any GST/HST owed on past invoices where the CONTRACTOR fails to include the GST/HST amount and its GST/HST registration number on the original invoices.

Schedule "D" Non-Disclosure/Confidentiality Schedule

- 1 The CONTRACTOR acknowledges that it will occupy a position of trust and confidence with the UNIVERSITY and may become familiar with confidential or proprietary information or material relating to the operations of the UNIVERSITY including, but not limited to, the following matters:
 - (i) financial statements and other financial information relating to the UNIVERSITY;
 - (ii) information or data relating to chattels, fixtures, product or technology that is owned, used or operated by the UNIVERSITY;
 - (iii) student lists, records, and all related data, employee information, or any other personal information (as defined by provincial or federal privacy legislation) of any individual;
 - (iv) intellectual property rights;
 - (v) all other information regarding the UNIVERSITY, its business, assets, rights, liabilities and obligations which are non-public, confidential or proprietary in nature,

all of which are collectively referred to in this Schedule as "Confidential Information".
- 2 The CONTRACTOR acknowledges the confidential nature and critical importance of maintaining absolute confidentiality and control of the Confidential Information and that it is the sole property of the UNIVERSITY. The CONTRACTOR will be bound by the requirements of the Protection of Privacy Policy of the UNIVERSITY, a copy of which can be found at: <http://ous.athabascau.ca/policy/foip/protection.htm>
- 3 The CONTRACTOR will indemnify and hold the UNIVERSITY harmless from and against all losses, claims, liabilities, damages, causes of action, judgments, costs and expenses, including legal costs on a solicitor and own client basis and other professional fees, court costs, amounts paid in settlement, or any other liability of whatever nature, whether joint or several, caused by or arising out of, or in any way related to, any disclosure of the Confidential Information by it, or by any person to whom Confidential Information was given, in violation of the provisions of this Schedule. Such indemnity will survive the termination of the Contract.

- 4 The CONTRACTOR will not use any Confidential Information received for any purpose other than in connection with the Services described in the Contract, without the prior written consent of the UNIVERSITY. The CONTRACTOR will notify the UNIVERSITY of any disclosure of Confidential Information.
- 5 The CONTRACTOR undertakes to advise all of its employees, representatives, agents or third parties participating in the provision of the Services of the contents of this Schedule, to obtain their undertaking that they will be bound by all of its provisions in like manner and to identify to such employees, representatives, agents and third parties, the information which is the subject matter of this Schedule provided however that this clause will not be construed as relieving the CONTRACTOR's obligation to obtain the UNIVERSITY's consent where the CONTRACTOR wishes to engage others to assist in the provision of the Services.
- 6 If the Contract is terminated, the CONTRACTOR will promptly return to the UNIVERSITY or destroy all Confidential Information (including all notes and materials in any way related thereto) furnished to the CONTRACTOR, without retaining copies, summaries, analysis or abstracts thereof. Prior thereto, the CONTRACTOR will return any or all Confidential Information (including all such related notes and materials) to the UNIVERSITY forthwith on demand, without retaining any copies thereof. The CONTRACTOR will provide written certification attesting to such destruction or return of Confidential Information.
- 7 The CONTRACTOR acknowledges that the UNIVERSITY would suffer irreparable harm as a result of breach of any of the non-disclosure and confidentiality clauses contained in this Schedule and that legal remedies are or may be inadequate. Therefore, in addition to any damages and other remedies that the UNIVERSITY may be entitled to at law, equity, tort or contract as a result of such a breach, the UNIVERSITY will be entitled to an order from a court of competent jurisdiction to restrain the CONTRACTOR from breaching or continuing to breach any provisions hereof.
- 8 Notwithstanding the foregoing, the CONTRACTOR will be entitled to disclose any of the Confidential Information as may be required by law. Promptly upon receiving any such lawful request and within a reasonable time before disclosure, the CONTRACTOR will notify the UNIVERSITY of the terms and the circumstances of the requested disclosure.

- 9 The CONTRACTOR will, in keeping and maintaining the Confidential Information strictly confidential to the CONTRACTOR, take all reasonable steps to ensure that the Confidential Information or any part thereof will not be divulged to any third party. Without restricting the generality of the foregoing, such reasonable steps will include physical security and other security measures (including controls on access, copying and destruction) and confidentiality agreements with the CONTRACTOR's employees, agents or invitees who are permitted access to Confidential Information.