



Energy Wheel Awareness Video Request for Quotation

Energy Wheel Awareness Video

REQUEST FOR QUOTATION (RFQ)

RFQ Request Date: September 12, 2022

RFQ Proposal Deadline: 4:30 PM MST on September 23, 2022

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1.0 INTRODUCTION

Energy Safety Canada (ESC) is issuing this Request for Quotation (RFQ) to identify a company with the vision, knowledge, personnel, and experience to design and develop the animated 3D Energy Wheel Awareness video.

2.0 ABOUT ENERGY SAFETY CANADA

Established in October 2017 through a merger of Enform Canada and Oil Sands Safety Association (OSSA), ESC is the national safety association for the energy industry. As a not-for-profit organization, we develop and support common industry safety standards, deliver effective learning systems, share data analysis and safety expertise with workers and employers, and advocate for worker health and safety.

To learn more, visit [EnergySafetyCanada.com](https://www.energysafetycanada.com).

3.0 DELIVERABLES

This project, entitled “Energy Wheel Awareness Video,” involves the creation of an approximately five-minute-long animated 3D video.

The objective of the video is to provide an overview of the Energy Wheel, which is a safety tool used to identify the different types of hazardous energy in a workplace. As such, when learners have finished viewing the video, they should be able to:

- Understand the Energy Wheel tool and how it outlines the different types of hazardous energy.
- Use the Energy Wheel tool to identify hazardous energy at their workplace.

The style of the video should be similar to ESC’s [Dropped Object Video](#) (i.e., main animated character narrating scene as they walk around an industrial environment identifying hazards).

Video quality should be similar to ESC’s [Building Capacity to Manage Pressure Video](#) (i.e., 3D continuous animation highlighting key learnings).

The animation must show workers and equipment that are realistic and lifelike. Workers must have detailed body and facial features with accurate renderings of personal protective equipment. Some detailed technical cut-aways may be required to explain specific hazards.

4.0 SCHEDULE

The project is to begin in September 2022, with the video – storyboard, script, animation, video draft and final version – completed by the end of 2022 and in accordance with standard project management practices. Launch of the video is targeted for early 2023.



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5.0 WHAT WILL BE PROVIDED?

A draft storyboard in Appendix I includes an overview of the topics to be addressed in the video. ESC will work with the successful vendor to determine how to best meet the learning objectives.

The video must conform to ESC's brand guidelines, particularly regarding the use of our colours and logo. Our Visual Identity Guide will be provided to the successful vendor.

6.0 PROCESS EXPECTATIONS

ESC follows the ADDIE (Analysis, Design, Development, Implementation, Evaluation) approach when developing the video. The vendor will conduct the project in phases following the ADDIE approach and performing the required work and deliverables for the following phases:

6.1 Analysis Phase

- Upon award of contract, participate in a project kick-off meeting at ESC's Calgary office (in-person or virtually).

6.2 Design Phase

- Create and review video storyboard.
- Provide final storyboard for review and approval by ESC.
- Provide video assets for review and approval by ESC.

6.3 Development Phase

- Develop an alpha version of the video in accordance with the approved storyboard.
- Conduct a review of the alpha version of the video with ESC stakeholders and SMEs and revise as required.
- Create a beta version of the video for review and revise as required.
- Produce a final version of the video.

6.4 Implementation Phase

- Package and transfer all video and source materials to ESC.

6.5 Evaluation Phase

- Participate in analyzing the test results of the alpha, beta and pilot video.

6.6 Project Management

- During each phase of the work, provide weekly progress reports to ESC's project manager through email and/or Teams calls.



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- Assign a member of your project team as the primary contact.
- Provide a project plan (Gantt chart) showing proposed project work and deliverable milestones for ADDIE phase.

ESC's Enterprise Project Management System (EPMS) is used to manage all projects, and Microsoft SharePoint serves as our content management system.

7.0 RFQ SUBMISSION PROCESS

7.1 Submission Deadline and Contact Information

The deadline to respond to this RFQ is 4:30 PM MT on Friday, September 23, 2022. Please direct any inquiries regarding this opportunity and the RFQ process to:

Safety@EnergySafetyCanada.com

7.2 Responses

Interested vendors are asked to complete the [online RFQ form](#). Please respond as accurately as possible and provide supporting documents as required.

7.3 Conditions

Nothing in this RFQ shall be construed to create any legal obligation on the part of ESC. ESC reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFQ in whole or in part at any stage.

In no event shall ESC be liable to submitting vendors for any cost or damages incurred in connection with the RFQ process including, but not limited to, any and all costs of preparing a response to this RFQ or any other costs incurred in relation to this RFQ.

By the act of submitting a response to this RFQ, suppliers are deemed to have acknowledged and agreed to the conditions set forth in this RFQ.

The information provided in the RFQ is subject to change and is not binding. All supporting documentation submitted in response to this RFQ becomes the property of ESC.

Submitting vendors may withdraw their interest in the RFQ in writing at any time as more information becomes known.

ESC reserves the right to consider all or none of the RFQ submissions. ESC will not enter into discussions justifying decisions related to submissions.

ESC will provide written notification either entering into an agreement with the applicant or thanking them for their submission. ESC's General Terms and Conditions applicable to this work are provided in Appendix III.



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7.4 RFQ Evaluation

Responses to this RFQ will help ESC identify the most qualified firm for this project. Each RFQ response will be measured against the following criteria: Proposed Approach, Project Management, Team Qualifications and Experience, Schedule, and Budget.

A review team will evaluate **complete** vendor submissions to determine whether and to what degree the responses meet the minimum evaluation criteria.

Vendors are asked to acknowledge receipt of this RFQ and state their intention to reply via email to Safety@EnergySafetyCanada.com

8.0 PROJECT DELIVERABLES

All video source materials, media and executable files will become the intellectual property of ESC. No proprietary players, access limiting or edit restricting file types will be permitted.

The deliverables include:

- MP4 video files / animated 3D video, including narration, that will be loaded onto ESC's YouTube site.
- All supporting files and components, such as voice-over, on a portable hard drive provided by ESC
- The video will be:
 - Accessible through browsers (in particular, Chrome) available on personal computers, laptops, tablets and smart phones.
 - Built using mixed media (e.g., text, graphics, photos and high-quality, 3D-animations with narration to support instructional objectives).
 - Rolled out to industry by ESC and available only on ESC's platforms.



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APPENDIX I – RFQ QUESTIONNAIRE

Instructions for Questionnaire Review and Completion

- A) Review the required information below before submitting your RFQ bid.
- B) Using the [online RFQ form](#), enter your responses and provide supporting documentation as needed.

NOTE: The information provided is strictly confidential and solely for the use of ESC.

ESC welcomes creative proposals that include a project plan, timeline and cost. We expect vendors to clearly demonstrate how they plan to achieve the project objectives.

Information Required in the RFQ Questionnaire Table

Information Required	Response
Provide current reference information for two to three past or present clients. Name, email, phone number and approved company contact.	
Describe your experience in producing online product training projects, 3D animations, and interactivity as well as relevant oil and gas experience and understanding.	
Describe your approach and the methodologies/techniques to be used for developing the video.	
Describe your firm’s organizational capacity to produce this product, including staff resources, equipment, software, physical space, office location, etc. Please note that any substitutions of personnel during the project from what is indicated in your quote will be subject to approval by Energy Safety Canada.	
Provide a link or links to one or more examples of voice recordings for the voice talent that is proposed for the project.	
Define your approach for optimizing features of D2L, storyline or other media / hardware / software for developing this product.	
Explain your formative testing and support process for online products and animation.	
Discuss any major planned upcoming organizational changes that might affect the project.	



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Required Attachments

Below is the list of attachments to be provided:

- Include a high-level project plan and schedule to meet the planned completion time of the end of December 2022.
- Provide a proposed fee to accomplish the project. The fee must detail costs including person hours required for each ADDIE phase and supporting project management activities. Also include an hourly rate for project work.
- Provide your creative and innovative plan to meet the learning objectives for this product using industry leading adult learning principles, techniques and interactivity.
- Provide an example of a project progress report.

Additional Attachments

Please provide any additional attachments that would be beneficial for us to view.

NOTE: All attachments must be in pdf format and the maximum file size per attachment is 28 MB.



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APPENDIX II – DRAFT STORYBOARD

Reference Paper: [The Energy Wheel - The Art & Science of Energy-Based Hazard Recognition](#), Dr. Matt Hallowell

The style of the video should be similar to ESC’s [Dropped Object Video](#) (i.e., main animated character narrating scene as they walk around an industrial environment identifying hazards).

Video quality should be similar to ESC’s [Building Capacity to Manage Pressure Video](#) (i.e., 3D continuous animation highlighting key learnings).

Video: Energy Wheel Awareness					
Est. runtime: ~5 min					
Ref	Topic	Approx. Time	Video Details	Narration (SME support)	Graphic IDs
1.0	Intro	10 sec	Energy Safety Canada & Energy Wheel Awareness Title	Energy Safety Canada standard intro clip	Use ESC Template
2.0	Set Background for Incident Scene	30 sec	Show workers going through pre-job meeting identifying obvious hazards but missing more complex hazards on checklist	Show workers identifying hazards, potential to check them off in visual as list is identified Normal work activity being shown	2-3 animated characters Industrial site Close-up of checklist
3.0	Incident	20 sec	Show a brief incident to the background scene that is caused by an unseen energy from the wheel	Show an incident where the hazard wasn’t immediately obvious and was overlooked on the pre-job checklist Workers missed that hazard (higher cognitive hazard) Incident should be SIFp/PSI level Meant to be visual to draw learners into watching rest of video	Same animated characters and site

4.0	What is the Energy Wheel	1 min	<p>Show Energy Wheel visual / Confirm which Wheel visual we are using (Paper and existing ESC products showing Wheels look different)</p>	<p>SME support to directly write script for this section (Dr. Matt H.) <i>Ex. "Research has shown missing hazards at worksite. One way to address this is using the Energy Wheel."</i> Potential to use Figure 2 in paper.</p> <p>Overview of the Energy Wheel graphic reference back to background scene Value of using tool How it can be used as a tool at the worksite</p>	<p>Energy Wheel visual Voiceover main animated character starts discussion with script. Consider having a static energy wheel visual pinned to screen (e.g., top right corner) so it stays consistent and highlights each energy for next two sections.</p>
5.0	Workplace examples of energies	1 min	<p>Show workers in an industrial warehouse and highlight 5 energy hazards Zoom in of each energy source and what these include (with some examples - reference Table 1 of paper)</p>	<p>- <i>Ex. "Now let's look into how the Energy Wheel can be used at your worksite to protect you and your co-workers"</i></p> <p>- Stop work and zoom in to each hazard (these examples may be switched between 5.0 & 6.0): Electrical, Chemical, Pressure, Sound, Mechanical</p>	<p>Main character walking around industrial warehouse pointing out hazards Use Energy Wheel visuals for each identified hazard / some will be obvious and some harder to spot Need to determine specific examples in design phase.</p>
6.0	Workplace examples of energies	1 min	<p>Show workers in an industrial yard and highlight 5 energy hazards Zoom in of each energy source and what these include (with some examples - reference Table 1 of paper)</p>	<p>Zoom into each hazard: Gravity, Temperature, Motion, Radiation, Biological</p>	<p>Main character proceeds from inside warehouse to outside industrial yard / continues to point out hazards. Use Energy Wheel visuals for each identified hazard / some will be obvious and some harder to spot. Need to determine specific examples in design phase.</p>
7.0	Call to action	20 sec	<p>Call to workers to use the Energy Wheel at their worksites and look for blind spot hazards</p>	<p>What energy hazards exist in your workplace? Do you see any new ones now that you know about the Energy Wheel? See if you can identify three new hazards and then take action.</p>	<p>Main character summary and call to action. Tie key message back to research an increased hazard recognition.</p>
8.0	End Sequence	10 sec		<p>Acknowledgement to Matthew Hallowell for his work. Potential link to his website for further details on the Energy Wheel.</p>	<p>Use ESC template</p>

APPENDIX III – ENERGY WHEEL VISUAL

This is an example of the Energy Wheel and how the different energy sources are portrayed, including their associated symbols. A version of this will be used forefront in the video.





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APPENDIX IV – GENERAL TERMS AND CONDITIONS

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, the following capitalized terms and expressions shall have the meanings set forth below whenever used in this Agreement:

"**Agreement**", "this Agreement", "herein", "hereof", "hereunder" or similar expressions refer to this agreement and not to any particular article, section, paragraph, clause or other part of this Agreement, and includes the Signature Documents and the General Terms and Conditions and any and every amending agreement and agreement supplemental or ancillary hereto or in implementation hereof;

"**Applicable Law**" means all applicable:

- (i) statutes, regulations and by-laws of any Governmental Authorities, and
- (ii) to the extent they have the force of law, all orders (including remedial orders), rules, requirements, directions, policies, guidelines, interpretations, decisions, approvals, consents, orders (including remedial orders) and directives of any Governmental Authorities having jurisdiction; in force from time to time during the Term;

"**Claims**" means actions, causes of action, claims, demands, losses, liabilities, costs and expenses whatsoever;

"**Contractor Intellectual Property Rights**" means all Intellectual Property Rights of the Contractor in and to all technical information, know-how, processes, procedures, compositions, devices, methods, formulas, protocols, techniques, software, designs,

drawings, or data created or owned by the Contractor prior to the Effective Date, and all modifications, improvements, and enhancements thereto developed as a result of the Services solely made by the Contractor in the course of performing the Services;

"**Effective Date**" shall mean the date this Agreement is effective as set out in Section 1(a) of the Signature Document;

"**Energy Safety Canada Indemnitees**" means Energy Safety Canada, its affiliates and their respective governors, directors, officers, agents and employees;

"**Energy Safety Canada Intellectual Property Rights**" means all Intellectual Property Rights of Energy Safety Canada in and to all technical information, know-how, processes, procedures, compositions, devices, methods, formulas, protocols, techniques, software, designs, drawings, or data created or owned by Energy Safety Canada prior to the Effective Date, and all modifications, improvements, and enhancements thereto developed as a result of the Services solely made by Energy Safety Canada in the course of performing this Agreement;

"**Energy Safety Canada Liaison**" shall have the meaning set out in Section 2.4;

"**Energy Safety Canada Supplied Equipment**" shall have the meaning set out in Section 2.2.1;

"**Expiry Date**" shall mean the date this Agreement expires as set out in Section 1(b) of the Signature Document;

"**General Terms and Conditions**" means the general terms and conditions of the Agreement set out herein.



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“Governmental Authority” means any government, regulatory authority, governmental department, bureau, agency, commission, board, tribunal, licensing body, court, judicial body, arbitral body or other law, rule or regulation-making entity having jurisdiction over the subject matter of this Agreement on behalf of any country, territory, province, state municipality, locality or other jurisdiction;

“Invoice” shall mean an invoice for Services submitted in accordance with this Agreement;

“Intellectual Property Rights” includes any proprietary right provided under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law and any other statutory provision or common law principles applicable to the Services, and includes all information and technology, including, but not limited to, confidential information, trade secrets, improvements (that are patentable), inventions, designs (including industrial designs), technologies, algorithms, formulas, processes, compositions of matter, computer programs, source codes, moral rights trademarks, service marks, trade names, whether or not registered, and all forms of expressions of ideas and original work or authorship that are the subject-matter of copyrights (which includes written reports, software, videos, manuals, charts, photographs, models and designs);

“Notice” shall have the meaning set out in Section 8.2.1;

“Party” means Energy Safety Canada or the Contractor and **“Parties”** means Energy Safety Canada and the Contractor;

“Services” shall have the meaning set out in Section 2.1;

“Services Intellectual Property Rights” means all Intellectual Property Rights

jointly created by the Contractor and Energy Safety Canada during the performance of the Services that are not Energy Safety Canada Intellectual Property Rights or Contractor Intellectual Property Rights;

“Signature Document” means the document setting out the specific terms of the agreement between Energy Safety Canada and the Contractor and which includes the signatures of the Parties.

“Term” shall have the meaning set out in Section 4.1.

1.2 Headings, etc.

The division of this Agreement into Articles, Sections, paragraphs and clauses and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise stated, all references in this Agreement to articles, sections, paragraphs or clauses are to those in this Agreement.

1.3 Plurality and Gender

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and words importing individuals shall include firms, corporations and governments and governmental authorities and vice versa.

1.4 Currency

All references in this Agreement to dollars and cents are to lawful currency of Canada, unless specifically otherwise provided in this Agreement.

1.5 Amendments

The Parties hereto may revise the Agreement from time to time and each such revision shall be dated and



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initialled by both Parties and attached to this Agreement as an amendment.

ARTICLE 2 **SERVICES AND PERSONNEL**

2.1 Contractor to Provide

The Contractor shall provide the services set out in the Signature Document and in accordance with the General Terms and Conditions (the "Services").

2.2 Energy Safety Canada Supplied Equipment

2.2.1 Where applicable, Energy Safety Canada shall supply to Contractor all of the special equipment and materials specified or listed in the Signature Document as being supplied by Energy Safety Canada and which, in Energy Safety Canada's opinion, are required for the purposes of Contractor performing the Services ("Energy Safety Canada Supplied Equipment").

2.2.2 The following provisions shall apply to all Energy Safety Canada Supplied Equipment:

(a) Energy Safety Canada shall make available to Contractor the Energy Safety Canada Supplied Equipment at the Energy Safety Canada address for notice on the Effective Date or at such other time and place as may be mutually agreed by the Parties;

(b) Upon Contractor's receipt of each item of Energy Safety Canada Supplied Equipment:

(i) Contractor shall immediately inspect the same visually and shall notify Energy Safety Canada of any shortage, defect, deficiency or damage to the Energy Safety Canada Supplied Equipment. Upon receiving notice from Contractor of any shortage, defect, deficiency or damage with respect to any item of Energy Safety Canada

Supplied Equipments, Energy Safety Canada shall use reasonable efforts to remedy such shortage, defect deficiency or damage. Alternatively, at the request of Energy Safety Canada, Contractor shall remedy such shortage, defect, deficiency or damage at Energy Safety Canada's cost and expense;

(ii) Following satisfactory inspection of Energy Safety Canada Supplied Equipment, such item shall fall under the care, custody and control of Contractor and shall only be used by Contractor for the purposes of performing the Services; and

(iii) While the Energy Safety Canada Supplied Equipment remains in Contractor's care, custody and control, Contractor shall be liable for:

(A) all damage to the Energy Safety Canada Supplied Equipment (less reasonable wear and tear); and

(B) all damage to property, any injury or death to persons and/or Claims arising from Contractor's use of the Energy Safety Canada Supplied Equipment irrespective of whether such Claims arise from Energy Safety Canada or third parties.

(c) Contractor shall return the Energy Safety Canada Supplied Equipment to Energy Safety Canada at the Energy Safety Canada address for notice on the Expiry Date or such other time and place mutually agreed by the Parties. Energy Safety Canada shall immediately inspect the same visually and shall notify Contractor of any shortage, defect, deficiency or damage to the Energy



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Safety Canada Supplied Equipment (other than reasonable wear and tear) which shall be immediately repaired by Contractor at its own cost and risk. Alternatively, Energy Safety Canada may choose to repair the Energy Safety Canada Supplied Equipment and charge the Contractor for such repairs and/or set off the costs of such repair against monies owed to Contractor by Energy Safety Canada.

2.3 Conflict of Interest Disclosure

The Contractor covenants and warrants to Energy Safety Canada that it does not have and is not aware of any conflict or potential conflict of interest (including, without limitation, as set out in Energy Safety Canada's Conflict of Interest Policy, as the same may be revised from time to time) between Contractor and Energy Safety Canada. Failure by Contractor to disclose any conflict, or potential conflict, of interest may result in the termination of this Agreement at the sole and absolute discretion of Energy Safety Canada.

2.4 Energy Safety Canada Liaison

Liaison by the Contractor with Energy Safety Canada respecting the Services shall be with the Energy Safety Canada representative who has signed the Signature Document or such other person as Energy Safety Canada may identify from time to time (the "Energy Safety Canada Liaison"). The Contractor shall comply with all reasonable instructions and directions given to it by the Energy Safety Canada Liaison on behalf of Energy Safety Canada.

2.5 Energy Safety Canada Policies

The Contractor shall comply with all of the applicable policies and procedures of Energy Safety Canada, of which the Contractor acknowledges it has been provided access, as the same may be revised from time to time during the Term.

2.6 Standards of Performance

2.6.1 The Contractor covenants, represents and warrants to that the Contractor, its employees, agents and permitted sub-Contractors performing the Services possess the necessary qualifications, knowledge, skills, expertise and experience to carry out the Services. The Contractor acknowledges that this representation continues throughout the Term and that Energy Safety Canada has relied on the representation in entering into this Agreement and will continue to rely on it during the Term.

2.6.2 The Contractor shall, at all times during the Term, act in the best interests of Energy Safety Canada and shall perform the Services in an efficient, competent, workmanlike and professional manner using the requisite care and diligence expected of a specialist in Western Canada providing similar services to entities similar to Energy Safety Canada.

2.6.3 In performing the Services, the Contractor represents that it shall be knowledgeable of and shall comply with all Applicable Laws, ordinances, standards, codes and other rules of all lawful authorities and applicable regulatory bodies including, but not limited to, the Employment Standards Code, as amended, and all regulations made thereunder and the Occupational Health and Safety Act, as amended, and all regulations made thereunder.

2.6.4 The Contractor shall be responsible, at no additional cost to Energy Safety Canada, to provide on a prompt basis whatever additional services may be necessary to remedy any defects or deficiencies in the Services caused by the negligent acts or omissions of the Contractor or by its failure to perform the Services in accordance with the provisions of this Agreement.

2.6.5 Where applicable and in addition to complying with Section 2.6.3, the Contractor shall take all reasonable measures in the performance of the Services to minimize disturbance or



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damage to the surrounding environment.

2.6.6 At its own cost and risk, the Contractor shall obtain all permits and/or licenses that are required by Applicable Laws for the carrying out of the Services.

2.7 Independent Contractor

2.7.1 It is specifically agreed and understood that the Contractor is providing the Services as an independent contractor and not an employee of Energy Safety Canada. Neither the Contractor nor its employees, agents or representatives or permitted sub-Contractors shall be deemed to be nor shall they represent themselves as being employees, agents or representatives of Energy Safety Canada for any purpose whatsoever.

2.7.2 Nothing contained in this Agreement shall be deemed or construed by the Parties as creating the relationship of employer/employee, principal and agent, or a joint venture relationship between the Parties.

2.7.3 Energy Safety Canada is not responsible in any way for acts or omissions of the Contractor, its employees, agents, representatives or any persons under the control or supervision of the Contractor or for whom the Contractor is responsible at law.

2.7.4 In performing this Agreement, the Contractor shall be responsible for all acts or omissions of its employees, agents, representatives or other persons under its control or for whom the Contractor is responsible at law and will be responsible for such individual's wages, salaries or other remunerations or compensation arising in connection with the performance of this Agreement and for all taxes, withholdings or contributions in respect thereof which are or may hereafter be imposed by Applicable Law, including, but not limited to, the collection and remittance of federal and provincial income taxes, workers' compensation, Employment Insurance and Canada

Pension Plan contributions, and the Contractor further agrees to indemnify and save the Energy Safety Canada Indemnitees harmless for any Claims arising in respect of same.

2.8 Right to Replace Employees, etc.

Upon the request of Energy Safety Canada, acting reasonably, the Contractor shall replace any of the Contractor's employees, agents or sub-Contractors engaged in the performance of the Services if, in Energy Safety Canada's judgment acting reasonably, such employee's, agent's or sub-Contractor's behaviour, conduct or performance is unacceptable. Energy Safety Canada shall provide the Contractor with written notice, in reasonable detail, of such employee's, agent's or sub-Contractor's objectionable behaviour, conduct or performance, which notice shall, if practicable, be provided simultaneously with Energy Safety Canada's request for a replacement but, in any event, shall be provided promptly thereafter; provided that Energy Safety Canada shall have no liability for failure to provide, or any delay in providing, any such notice.

2.9 Hours

The Contractor shall perform the Services during Energy Safety Canada's normal business hours Monday to Friday, unless otherwise agreed by the Parties and set out in the Signature Document. Energy Safety Canada may require the Contractor to be available to perform the Services at such other times as may be requested by Energy Safety Canada from time to time during the Term.

ARTICLE 3 PAYMENT

3.1 Payment

Energy Safety Canada shall pay the Contractor the fees and expenses in the manner set forth in the Signature



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Document for performance of the Services.

ARTICLE 4 TERM AND TERMINATION

3.2 Goods and Services Tax

Subject to Applicable Laws, the Contractor acknowledges that it is registered to collect Canadian goods and services tax ("G.S.T.") and, if applicable, provincial sales tax (P.S.T.) and shall provide Energy Safety Canada with the Contractor's G.S.T. and P.S.T. registration number(s) in writing prior to the Effective Date.

3.3 Invoices

The Contractor shall deliver invoices and original supporting documentation in respect of each such invoice to Energy Safety Canada at the times and in the manner set out the Signature Document or otherwise as Energy Safety Canada may reasonably request.

3.4 Expenses

The Contractor shall be reimbursed only for expenses first approved in writing by Energy Safety Canada, unless otherwise stipulated in the Signature Document. Other than any pre-approved expenses set out in of the Signature Document, Energy Safety Canada will not be liable for nor pay any other Contractor expenses. Energy Safety Canada, in its discretion, may pay for any reasonable expenses as may be approved in writing by its authorized representatives.

3.5 Set-Off

Without limiting any right of set-off or deduction available expressly or impliedly under Applicable Law, Energy Safety Canada may set-off any amount payable by it to the Contractor under this Agreement against any amount owed to Energy Safety Canada by the Contractor under this Agreement or otherwise.

4.1 Term

This Agreement shall commence as of the Effective Date and shall continue until the Expiry Date (the "Term") unless this Agreement is earlier terminated in accordance with its terms.

4.2 Termination for Cause

4.2.1 Without prejudice to any other right or remedy Energy Safety Canada may have under this Agreement or at Applicable Law, Energy Safety Canada shall have the right to terminate this Agreement:

(a) immediately upon written notice to Contractor in the event of Contractor:

(A) committing an act of bankruptcy or being adjudged bankrupt or making a general assignment for the benefit of creditors, or if a receiver is appointed over all or a material portion of the business and assets of the Contractor, or if the Contractor is insolvent;

(B) ceasing to perform the Services;

(C) purporting to assign this Agreement in contravention of Section 7.1;

(D) being guilty of fraud or dishonesty or serious misconduct or committing an immoral act in circumstances that would make it illegal or unsuitable for the Contractor to continue to discharge its duties hereunder; or

(E) committing an act of gross insubordination relating to the directions or



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instructions given or made by Energy Safety Canada; or

(b) upon ten (10) working days prior written notice to the Contractor in the event the Contractor is in material breach of this Agreement and fails to correct such breach or fails to provide a schedule acceptable to Energy Safety Canada for the correction of such breach within five (5) working days of being given notice by Energy Safety Canada to do so.

(c) If the Contractor is in default under Section 4.2.1(b), Energy Safety Canada may at its option and without prejudice to any other rights or remedies it may have at Applicable Law or in equity, correct or remedy such default and Energy Safety Canada may set off such amounts from amounts it may owe Contractor prior to the breach or Energy Safety Canada may demand that the Contractor shall immediately pay to Energy Safety Canada an amount equal to all costs, charges, expenses, including legal fees on a solicitor and its own client basis, and damages incurred or sustained by Energy Safety Canada by reason of the Contractor's default together with an administrative fee of 15% which the Parties agree is a reasonable pre-estimate of Energy Safety Canada's administrative and overhead costs and damages and not a penalty.

4.3 Termination Without Cause by Energy Safety Canada

Energy Safety Canada shall be entitled to terminate this Agreement for convenience and without cause, upon giving the Contractor fifteen (15) days' prior written notice, together with written notification of any changes in the scope of work for the Services which the Parties have agreed the Contractor is required to complete during the said notice period. In such event, Energy Safety Canada shall pay the Contractor

all accrued unpaid amounts due to the Contractor hereunder up to the effective termination date and amounts due to the Contractor in respect to the Services Energy Safety Canada requires to be done during the notice period. Subject thereto, the Contractor will not be entitled to any further payment or compensation arising from or connected with early termination of this Agreement.

ARTICLE 5 OWNERSHIP OF WORK PRODUCTS AND MATERIALS

5.1 Energy Safety Canada Property

Any records, information, data, documents and materials provided by Energy Safety Canada to the Contractor for its use in the performance of the Services shall remain the property of Energy Safety Canada and shall be returned by the Contractor to Energy Safety Canada, without cost to Energy Safety Canada, upon Energy Safety Canada's request and, in any event, prior to the Expiry Date in the same condition as when received by the Contractor, reasonable wear and tear excepted.

5.2 Contractor Intellectual Property Rights

The Parties acknowledge that the Contractor is the owner of Contractor Intellectual Property Rights which may be necessary for the completion of the Services and which may become embedded in all or certain of the Services furnished by the Contractor to Energy Safety Canada under this Agreement. Title to and all rights of ownership in Contractor Intellectual Property Rights shall remain vested in the Contractor. Energy Safety Canada and its affiliates are hereby granted a perpetual, non-exclusive, royalty free license by the Contractor to use the Contractor Intellectual Property Rights solely for its or their own use to the extent that such Contractor Intellectual Property Rights are required by Energy Safety Canada to perform this



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Agreement and if necessary for approvals required by Applicable Laws.

5.3 Energy Safety Canada Intellectual Property Rights

The Parties acknowledge that Energy Safety Canada is the owner of Energy Safety Canada Intellectual Property Rights which may be necessary for the completion of the Services and which may become embedded in all or certain of the Services furnished by the Contractor to Energy Safety Canada under this Agreement. Title to and all rights of ownership in Energy Safety Canada Intellectual Property Rights shall remain vested in Energy Safety Canada. The Contractor and its employees, agents, and permitted sub-Contractors who are performing the Services are hereby granted a perpetual, non exclusive, royalty free license by Energy Safety Canada to use the Energy Safety Canada Intellectual Property Rights solely for its or their own use to the extent that such Energy Safety Canada Intellectual Property Rights are required to perform the Services and if necessary for approvals required by Applicable Laws.

5.4 Services Intellectual Property Rights

The Parties acknowledge that Services Intellectual Property Rights may be created in the course of the Parties performing this Agreement. The Parties hereby agree that Energy Safety Canada shall own all Services Intellectual Property Rights and may, upon written request from Contractor after the Expiry Date, licence such Services Intellectual Property Rights to Contractor on terms and conditions acceptable to Energy Safety Canada.

5.5 Indemnity

The Contractor and Energy Safety Canada each hereby warrant that it has not and shall not breach nor infringe any Intellectual Property Right owned, licensed or acquired from third parties as a result of or in the course of the

performance of the Services and agrees to indemnify the other Party with respect to all Claims arising from any such breach or infringement of third party Intellectual Property Rights.

5.6 Confidential Information

5.6.1 The Contractor agrees that any confidential information, including information identified as confidential or proprietary or reasonably understood as being of a confidential or proprietary nature and not available to or lawfully disclosed to the public, concerning Energy Safety Canada, its operations, business, students, customers, forecasts, plans and proposals, records, information, data, documents, photographs and materials disclosed to it by Energy Safety Canada or otherwise acquired or developed by the Contractor in performing the Services will not be:

(a) published or disclosed to any third party, except to those of its officers, employees and professional advisors who are directly concerned with the use, development or application of such records, information or material in the performance of the Services provided they first undertake to maintain confidentiality in respect thereof; or

(b) used, sold or otherwise disposed of by the Contractor, other than in the performance of the Services under this Agreement.

5.6.2 The Contractor shall comply with any rules or directions made or given by Energy Safety Canada with respect to safeguarding or ensuring the confidentiality of the information, data, documents or materials referred to in Section 5.1.



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5.7 Confidentiality and the Freedom of Information and Protection of Privacy Act

The provisions of Section 5.6 will not apply to the extent any disclosure, press release or public announcement is required by Applicable Laws (including, without limitation, by the *Freedom of Information and Protection of Privacy Act* (Alberta), if applicable).

ARTICLE 6 INSURANCE

6.1 Insurance and Other Requirements

Before commencing performing the Services, Contractor shall obtain, at its cost, and maintain throughout the Term:

- 6.1.1 where available and applicable to the Contractor, Workers' Compensation insurance or similar insurance in accordance with the statutory requirements of a Governmental Authority for all of its employees engaged in performing the Services herein. Where Workers' Compensation insurance coverages or similar insurance is not available to the Contractor, it shall provide to Energy Safety Canada a letter outlining the reasons for lack of coverage and provide Energy Safety Canada with proof of Contractor's liability insurance in which case Energy Safety Canada may elect to include Consultant under Energy Safety Canada's WCB coverage;
- 6.1.2 at its own expense and without limiting its liabilities herein, insure its operations with insurance in the type and amount stipulated in the Signature Document. Any such policy or policies of insurance shall name Energy Safety Canada and the Energy Safety Canada Indemnitees as additional insured to the extent of their interests herein;
- 6.1.3 ensure that all such policies entered into pursuant to Section 6.1.2, shall be written in forms and amounts and upon terms acceptable to Energy Safety

Canada and in accordance with the *insurance legislation of the applicable Governmental Authority*]; and

- 6.1.4 as evidence of all insurance required to be maintained under this Agreement, provide certificates of insurance to Energy Safety Canada and a letter from the Workers' Compensation Board of Alberta or similar Governmental Authority; in other jurisdictions stating that the Contractor has an account in good standing with such Board.

6.2 Failure to Provide Insurance

If the Contractor fails to provide or maintain insurance as required by Section 6.1, Energy Safety Canada shall have the right to terminate this Agreement or, at Energy Safety Canada's option, provide and maintain such insurances at the expense of the Contractor. The cost of any such insurances obtained or maintained by Energy Safety Canada, together with interest on the amount of any such costs at the rate of 15% per annum, shall be paid by the Contractor or, in Energy Safety Canada's discretion, may be deducted from any amount due or that may become due to the Contractor hereunder.

6.3 Indemnification

The Contractor shall indemnify and hold harmless the Energy Safety Canada Indemnitees from and against all Claims resulting, directly or indirectly, from any default by the Contractor under this Agreement and/or the acts, omissions of the Contractor, its employees, agents, sub-Contractors, or anyone for whom the Contractor may be liable at Applicable Law in the performance of or failure to perform the Contractor's obligations herein.

6.4 Indemnity for Taxes

In the event that any Governmental Authority, for whatever reason, seeks from Energy Safety Canada payment of taxes on or in respect of this Agreement,



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the Contractor shall immediately pay such taxes and hereby indemnifies the Energy Safety Canada Indemnitees from any such payments and any fines, interest or penalties related thereto. The Contractor further agrees that Energy Safety Canada may set off an amount equal to any such taxes (including any applicable fines, interest and penalties) from any fees due to Contractor herein.

6.5 Disclaimer of Indirect Damages

Neither Party shall be liable to the other Party for incidental, consequential or punitive damages, under any circumstances, including loss of anticipated profits, arising from any cause whatsoever including but not limited to performance or non-performance of this Agreement whether based upon breach of contract (fundamental or otherwise), tort, offences and quasi offences, strict liability, or any other theory of law.

ARTICLE 7 ASSIGNMENT

7.1 Assignment

The Contractor may not assign any of its rights or obligations under this Agreement without Energy Safety Canada's prior written consent, which consent may be unreasonably and arbitrarily withheld. Any attempted assignment in violation of this Section 7.1 is void and of no effect.

7.2 Subcontracting

7.2.1 The Contractor may subcontract all or part of the Services upon the prior written consent of Energy Safety Canada, which consent may be unreasonably or arbitrarily withheld, provided any such subcontracting shall not relieve the Contractor from its obligations hereunder.

7.2.2 Nothing contained herein shall create any contractual relationship between

any permitted sub-Contractor of the Contractor and Energy Safety Canada.

ARTICLE 8 GENERAL

8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable thereto. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Alberta courts with respect to any matters arising under this Agreement.

8.2 Notice and Communication

8.2.1 Any notices or other communications required under this Agreement to be made between the Parties shall be in writing ("**Notice**") and shall be delivered by electronic mail, facsimile, by courier delivery or by registered mail, addressed to the addresses set out in the Signature Document.

8.2.2 If the Notice is delivered by courier delivery it shall be considered to have been received by the addressee on the actual date of receipt (or the next business day if sent on a holiday or a non-business day of the recipient).

8.2.3 If the Notice is delivered by registered mail, it shall be considered to have been received by the addressee five (5) days after the date of mailing (or the next business day if the fifth day falls on a holiday or a non-business day of the recipient).

8.2.4 If the Notice is sent by electronic mail or fax, it will be effective on the date of transmission (or the next business day if sent on a holiday or a non-business day of the recipient), with written confirmation of transmission.

8.2.5 Either Party hereto may change its address by notice upon 30 days' prior



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notice in writing sent to the other Party pursuant to this Section 8.2.

8.3 Amendment: No Waiver

This Agreement may not be amended except in writing duly executed by both Parties hereto. No action or failure to act by Energy Safety Canada or the Contractor shall constitute a waiver of any right or duty afforded either Party under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing between the Parties.

8.4 Survival

The provisions of Sections 2.8.4, 3.5, 6.3, 6.4, 6.5 and Article 5 shall survive the expiration or termination of this Agreement.

8.5 Interpretation

If there is any conflict between the terms of the Signature Document and the General Terms and Conditions, the terms of the Signature Agreement shall control and the General Terms and Conditions shall be deemed amended so as to allow the terms of the Signature Document to apply.