

THE PETER RIDGWAY TAYLOR GRANT FOR STRUCTURAL ENGINEERING ADVANCEMENT  
**GRANT AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_, 20\_\_

**BETWEEN:**

**STRUCTURAL ENGINEERS ASSOCIATION OF BRITISH COLUMBIA**  
("SEABC")

**AND:**

◆ having an address of ◆  
(the "Grant Recipient")

**WHEREAS:**

- A. SEABC is a non-profit association that promotes the interests of structural engineers in British Columbia and has established the "Peter Ridgway Taylor Grant for Structural Engineering Advancement" to encourage SEABC members to advance and promote the field of structural engineering through an undertaking related to the field;
- B. The Grant Recipient has submitted a Proposal to SEABC outlining the Project Undertaking to be carried out by the Grant Recipient; and
- C. SEABC wishes to provide the Grant to the Grant Recipient to carry out the Project Undertaking upon the terms and conditions contained herein.

**NOW THEREFORE** in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the parties agree as follows:

**1. INTERPRETATION**

1.1 In this Agreement, the following terms have the meanings set out after each:

- (a) "Grant" means the Peter Ridgway Taylor Grant for Structural Engineering Advancement issued for the calendar year covered by this Agreement in an amount not exceeding ten thousand Canadian dollars (CAD \$10,000.00), to be disbursed by SEABC to the Grant Recipient pursuant to this Agreement;
- (b) "Grant Recipient" means ◆, who as recipient of the Grant will use the Grant in accordance with this Agreement;
- (c) "Proposal" means the proposal prepared by the Grant Recipient and submitted to SEABC on ◆ outlining the outcome, activities, schedule and budget for which the Grant Recipient proposes to use the Grant as set forth in Schedule B hereto; and

- (d) "Project Undertaking" means the activities for which the Grant Recipient has proposed to use the Grant as presented in the Grant Recipient's Proposal.

1.2 For purposes of this Agreement, except as otherwise expressly provided:

- (a) Schedules and Ancillary Documents – "this Agreement" means this Agreement, including Schedule A and Schedule B hereto;
- (b) Section – all references in this Agreement to a designated "section" or other subdivision or to a Schedule is to the designated section or other subdivision of, or Schedule to, this Agreement;
- (c) Whole Agreement - the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision or Schedule;
- (d) Headings – any headings have been inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof; and
- (e) Non-limiting – the singular of any term includes the plural, and vice versa; the use of any term referable to a particular gender is equally applicable to any gender and, where applicable, a body corporate; the word "or" is not exclusive and the word "including" is not limiting (whether or not non-limiting language, such as "without limitation" or "but not limited to" or words of similar import is used with reference thereto).

## 2. INVOICING AND DISBURSEMENT OF GRANT FUNDS

- 2.1 The Grant funds will be disbursed by SEABC to the Grant Recipient in a number of agreed instalments (each an "**Instalment**") in accordance with the payment schedule presented in the Proposal and as set forth in Schedule A hereto.
- 2.2 Prior to the disbursement of an Instalment, the Grant Recipient will submit invoices to SEABC up to the amount of the Instalment (the "**Instalment Invoices**"). The Instalment Invoices may include invoices that are issued by the Grant Recipient to SEABC, or third party invoices for costs and expenses which are in the opinion of SEABC, properly incurred by the Grant Recipient in connection with the Project Undertaking (the "**Reimbursable Expenses**").
- 2.3 The Grant Recipient will submit all Instalment Invoices to SEABC with a covering email and will include the following information in relation to the Project Undertaking:
  - (a) the status of the Project Undertaking;
  - (b) the total budget, the current payment request, the total amount invoiced to date and the budget remaining;
  - (c) the portion of the Instalment that are Reimbursable Expenses; and

(d) the portion of the Instalment that comprise fees, exclusive of Reimbursable Expenses, that are directly payable to the Grant Recipient.

2.4 The Grant is considered non-renewable, and any request for additional funding to extend the scope of the Project Undertaking will only be considered as part of a new Grant application with no advantage relative to all other new proposals submitted.

2.5 The Grant Recipient will promptly repay SEABC all of the Grant if the Project Undertaking is not completed within the timeframe outlined in the Proposal.

2.6 SEABC may, in its sole discretion, agree to an extension of time if clear progress is being made and a result is in sight or if there are extenuating circumstances that have impeded progress.

### **3. DUTIES OF THE GRANT RECIPIENT**

3.1 The Grant Recipient will:

(a) use the Grant funds solely for the Project Undertaking; and

(b) complete the Project Undertaking within the timeframe outlined in the Proposal.

### **4. COMMUNICATIONS**

4.1 The Grant Recipient may communicate details and publish the outcome of the Project Undertaking to the SEABC membership and the public in a manner appropriate to the nature of the undertaking. Any outcome published must be in open access media and any intellectual property arising out of the Project Undertaking must be considered as belonging in the public domain.

4.2 The Grant Recipient must recognize the role of SEABC and the Grant in any publication pertaining to the Project Undertaking under this Agreement, even if the Grant funds only cover a portion of the overall cost of the Project Undertaking.

### **5. TERMINATION**

5.1 This Agreement may be terminated upon notification by email by either party to the other party.

5.2 SEABC may terminate this Agreement at its sole discretion if in SEABC's opinion, the Grant Recipient is not proceeding with the Project Undertaking as indicated by the Grant Recipient meeting the Project Undertaking milestones as set forth in Schedule A hereto.

5.3 In the event of termination of this Agreement, the Grant Recipient must promptly repay all Grant funds paid by SEABC to the Grant Recipient up to the date of termination.

### **6. LIABILITY AND INDEMNIFICATION**

6.1 SEABC bears no liability to the Grant Recipient except to pay the Grant Recipient the full Grant amount for a successful conclusion of the project Undertaking.

6.2 The Grant Recipient hereby indemnifies and saves harmless SEABC from and against any and all liabilities, losses, claims (including third party claims), demands, damages, actions, causes of action, costs (including legal costs) and expenses, that SEABC may sustain, incur, or suffer arising from or as a result of errors, omissions, copyright infringement, patent infringement or negligent acts of the Grant Recipient during the execution of the Project Undertaking.

6.3 The provisions of this Section 6 shall survive the termination of this Agreement.

## 7. DISPUTE RESOLUTION

7.1 In the event of a dispute arising out of or relating to this Agreement or the services rendered under it, the parties agree to attempt to resolve such disputes in the following manner:

- (a) first, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of the parties;
- (b) second, if such direct negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal non-binding mediation conducted in accordance with rules and procedures to be agreed on by the parties; and
- (c) third, if the dispute or any related issues remain unresolved after the above steps, the parties agree to attempt resolution through mediation or arbitration by a mutually agreed third party.

## 8. GENERAL

8.1 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of the Agreement.

8.2 **No Partnership.** The parties agree that nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between the parties.

8.3 **Entire Agreement.** This Agreement including the schedules attached hereto contains the entire agreement and understanding of the parties.

8.4 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

8.5 **Notices.** Any notice, approval, consent or other communication to be given under the provisions of this Agreement by any party will be in writing and shall be sufficiently given or delivered if delivered personally to the intended recipient or if sent by electronic transmission or facsimile machine ("faxed") to the party to whom it is given (provided that if notice is given by electronic mail, a copy shall also be sent by regular mail or personal delivery, unless requirement therefor is waived by the party in question) or, if mailed, by prepaid registered mail addressed to the respective parties as follows:

- (a) to SEABC:

◆

Attention: ◆, Award Committee Chair

Email:

(b) to the Grant Recipient:

◆

Email:

- 8.6 **Waiver.** No term of this Agreement and no breach by the Grant Recipient of any such term may be waived, except with the written consent of SEABC. Written waiver in one instance by SEABC of any particular term or breach by the Grant Recipient of this Agreement will not be deemed to be waiver in any subsequent or other instance.
- 8.7 **Joint and Several Liability.** If the Grant Recipient comprises multiple individuals, each such individual shall be jointly and severable liable for complying fully with the terms of this Agreement.
- 8.8 **Time of the Essence.** Time shall be of the essence of this Agreement.
- 8.9 **Counterparts.** This Agreement may be executed and delivered in one or more counterparts, including by email, e-signature, text or other similar electronic means, including via pdf, each of which when executed and delivered shall be deemed to be an original, and all of which shall constitute one and the same document.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

**STRUCTURAL ENGINEERS ASSOCIATION OF BRITISH COLUMBIA**

Per: \_\_\_\_\_

◆, Award Committee Chair

SIGNED, SEALED AND DELIVERED by ◆ in )  
the presence of the witness named below: )

\_\_\_\_\_)  
Signature of Witness ) \_\_\_\_\_

\_\_\_\_\_)  
Name of Witness )

\_\_\_\_\_)  
\_\_\_\_\_)

Address of Witness )  
 )  
 )  
 \_\_\_\_\_ )  
Occupation of Witness )

**Schedule A: Milestones and Payment Instalments**

**Schedule B: Proposal for Project Undertaking**