



## PARTICIPATION AGREEMENT

This Agreement is made the **date, 2015**

### BETWEEN:

**ECONOMIC DEVELOPERS ALBERTA (EDA)**  
Suite 127, #406 917-85 St SW  
Calgary, AB T3H 5Z9

(the "Administrator")

### AND:

< **COMMUNITY NAME** >  
<Community Address>

(the "Participant")

### RECITALS:

- (A) Economic Developers Alberta (EDA) is committed to working with local economic development agencies throughout the Province to implement a business retention and expansion program for the purpose of attracting and retaining businesses and investment in Alberta.
- (B) The parties have determined that the *ExecutivePulse™ Business Intelligence System* is an effective way to develop and provide a coordinated business retention and expansion program.
- (C) EDA has purchased the Master License and will issue Sub-licenses to help local economic development agencies afford a collaborative business retention and expansion program.
- (D) This business retention and expansion program will focus on the gathering of company-specific data. Specific individual information will only be accessible to the community in which they are located and company information will be used to maintain and attract investment in Alberta. Additionally, company information in aggregate form may be used by EDA to identify analyze and report on trends and changing needs in Alberta's economy.

**NOW THEREFORE** in consideration of the mutual covenants and the amount to be paid based upon the population of the geographic area as defined in Schedule B, along with other good and valuable consideration, the parties agree as follows:

## 1. Definitions and Interpretation

1.1 In this Agreement, unless the context requires, the following expressions have the following meanings:

- (i) **"Authorized Geographical Area"** means the area for which the Participant has been issued a Sub-license and in which the Participant can conduct company interviews and operate a business retention and expansion program.
- (ii) **"EDA"** means Economic Developers Alberta.
- (iv) **"Master License"** means the license issued by ExecutivePulse™, to the EDA to operate the ExecutivePulse™ Business Intelligence System within the province of Alberta and, for greater certainty, which confers on the EDA the right to issue Sub-licenses.
- (v) **"Sub-License"** means a license issued to a Participant for an Authorized Geographical Area in which to conduct a business retention and expansion program using the ExecutivePulse™ Business Intelligence System.
- (vi) **ExecutivePulse™ Business Information System** means the internet version of the business retention and expansion software package

## 2. License

- 2.1 This Agreement allows the Participant to collect and maintain data for its Authorized Geographical Area during the time this Agreement is in effect.
- 2.2 This Agreement does not constitute an assignment of the Master License to any entity, except to the extent expressly set out in section 12.1 of this Agreement.
- 2.3 The Participant may not enter into sub-licensee participation agreements with other parties regarding the *ExecutivePulse™ Business Intelligence System*.
- 2.4 The Participant must maintain an active membership in the EDA to retain its license.
- 2.5 The Participant acknowledges that an annual fee of 20% of the original license fee must be paid to retain the license.
- 2.6 As the main license contract is with a U.S. based company, all renewal fees are in U.S. funds. If the Canadian dollar falls below .90, it may be required to adjust the fee accordingly.

## 3. Area of License:

- 3.1 The rights granted under this Agreement may be exercised by the Participant only within the authorized neighborhoods' in their geographical area.

## 4. Long Term Development of Business Retention and Expansion Program

- 4.1 EDA is committed to the long term development of a coordinated business and retention expansion program in Alberta.

- 4.2 Should EDA be unable to maintain responsibility described in the preceding section 4.1, the Participant may continue using the *ExecutivePulse™ Business Intelligence System*. Support would continue to be provided by ExecutivePulse™.

## **5. Confidentiality**

- 5.1 EDA & the Participant acknowledges that all of the information obtained from individual companies during the interview process is highly confidential and that such company-specific data will not be published or disclosed by the EDA, Participant, or by its members, agents, employees, or volunteers.

## **6. Data Access and Usage:**

- 6.1 The Participant must appoint a specific person or persons to enter and retrieve data from the *ExecutivePulse™ Business Intelligence System*. The Participant will not disclose any company-specific information obtained through data entry or reporting at the data entry location, the participating organization, or to the public.
- 6.2 In order to protect the security of the information contained in the database as Participant personnel change, the Participant agrees to immediately notify EDA if there are any changes in its users.
- 6.3 Only the Participant may retrieve company-level data entered by the respective agent from within its Authorized Geographical Area.
- 6.4 The Participant may request aggregate data reports for the Province or for sub regions, provided that Company specific data will not be provided in the aggregate data reports.

## **7. Data Collection**

- 7.1 EDA may conduct, or contract with a third party to conduct, interviews with companies in the Participant's Authorized Geographical Area. If the EDA conducts such interviews, it will only do so in consultation and with the agreement of the Participant community who may attend the interview. The information will be made available to Participant on the same terms and conditions as for interviews conducted by Participant.
- 7.2 The Participant will include the information for its data storage configuration for individual companies based on the survey developed for this project as well as the questions that the participant would like to add.

## **8. Rights and Responsibilities of the Economic Developers Alberta:**

- 8.1 EDA will establish and govern this data in accordance with confidentiality provisions of this Agreement. EDA may also withhold publication of aggregate data in any one or more of the following circumstances:
- (a) if there are fewer than three companies in a specific business cluster,
  - (b) if the data may breach the confidentiality of a specific company, or
  - (c) if the EDA considers the data to be sensitive.
- 8.2 EDA may access and the Participant's data for analysis and internal and aggregate reporting purposes provided it does not publish company-level data, or breach the confidentiality provisions of this Agreement.

8.3 EDA will serve as the contracting agent with ExecutivePulse™ for the acquisition, licensing, and sub-licensing of the *ExecutivePulse™ Business Intelligence System* and will serve as the database administrator for Alberta.

8.4 EDA will respond in a timely manner to all requests for data from the Participant.

## **9. Suspension and Revocation of Sub-License:**

9.1 In the event the Participant or any of its members, agents, employees, officers or volunteers fails to perform any of its obligations under this Agreement, insofar as such obligations pertain to data integrity, data collection or configuration, or confidentiality (each such failure constituting an “Event of Default”), EDA will, but without limiting any of its other remedies under this Agreement, work with the Participant to identify the problem(s) and together take appropriate steps and actions within their respective organizations to ensure that future failures do not occur again.

9.2 Notwithstanding section 9.1, following the occurrence of two Events of Default, the EDA may suspend or revoke the Participant’s Sub-license access.

9.3 EDA will not be liable to Participant for any direct or indirect loss resulting from suspension or revocation of the Participant’s right to use the *ExecutivePulse™ Business Intelligence System* or for any cost of converting to an alternate business retention and expansion program.

9.4 The Participant will indemnify the EDA against any claims made by a third party as a result of the suspension or revocation of the Participant’s Sub-license.

## **11. Other Terms and Conditions:**

11.1 Parties will use the appropriate ExecutivePulse™ interview forms and will follow the procedures for data collection and data entry. The community can add additional questions as it sees fit. Certain questions as identified by EDA and its partners must remain as part of the interview.

11.2 The parties understand the confidentiality provisions of this Agreement, and agree to explain these provisions to their members, agents, employees, and volunteers who have, or might have, access to the data or to the *ExecutivePulse™ Business Intelligence System*

## **12. Agreement Changes and Termination**

12.1 The Participant may transfer or assign its Sub-license to a successor organization within the same geographic area, on the same terms as this agreement, with the prior written consent of both the EDA and of ExecutivePulse™.

12.2 The Participant may terminate without refund this agreement by giving the EDA 90 days notice.

**IN WITNESS WHEREOF** this Agreement has been entered into on the Commencement Date.

SIGNED on behalf of **ECONOMIC DEVELOPERS ALBERTA:**

\_\_\_\_\_

(Leann Hackman-Carty, CEO)

SIGNED for and on behalf of **<Community Name>**

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Signature)

**SCHEDULE A  
PARTICIPANT PAYMENT TERMS**

	Population	Actual License Fee -No Provincial license USD	Discounted License Fee (EDA Member Pricing) USD	Savings (In USD)	Year 2 Renewal Fee USD
<b>A</b>	0-10,999	\$3,500	\$2000	\$1500	400
<b>B</b>	11,000-20,999	\$5,500	\$2500	\$3,000	500
<b>C</b>	21,000-49,999	\$6,000	\$3000	\$3,000	600
<b>D</b>	50,000-99,999	\$7,700	\$3500	\$4,200	500
<b>E</b>	100,000 plus	Call for details	Call for details	Call for details	Call for details

The above pricing is a onetime fee. After the first year each participating community will be required to pay a 20% annual fee. (Note: All prices are in US funds and if the CDN dollar falls below .90 we may be required to adjust the fee).

**<Community Name>** has been placed in **category " \_\_ "** and has been provided with a **discounted rate of \_\_ (+ GST)**.

**SCHEDULE B  
Authorized Geographic Area**

The Geographic area for this agreement is defined as the boundaries incorporated as **<Community Name>**.