

## SOCIAL INVESTMENT AGREEMENT

This Social Investment Agreement (the Agreement) is effective as of the 1 day of December, 2014.

### BETWEEN

**Dalhousie University**  
**Charitable Registration Number: BN886806561RR0001**  
(the Recipient)

### AND

**Shell Canada Limited**, a federally incorporated company,  
having offices at Calgary, Alberta  
(Shell)

WHEREAS Shell wishes to make a Social Investment (SI) to the Recipient on the terms and conditions set forth below;

NOW THEREFORE, the parties agree as follows:

1. **Amount of Social Investment.** Shell is contributing \$500,000 to the Recipient and directs the Recipient to apply the SI in accordance with the provisions set forth in the attached Schedule A. If, for any reason, the SI cannot be applied strictly in compliance with the provisions in Schedule A, such portion of the SI may be redistributed with Shell's prior written agreement.
2. **Payment of SI.** The SI will be paid to the Recipient in 2 instalments in accordance with the following instalment schedule:
  - (a) \$200,000 to be paid within 30 days of the execution of this Agreement; and
  - (b) \$300,000 to be paid by March 31, 2015

Shell may accelerate any of the SI instalment payments, at its sole discretion.

3. **Tax Receipt.** The Recipient shall issue a business tax receipt to Shell for income taxes for all or part of the SI which is eligible for such a tax receipt pursuant to the *Income Tax Act (Canada)*.
4. **Term and Termination.** This Agreement will cover the period January 1, 2015 to June 30, 2018. If, in Shell's reasonable opinion, there has been any improper use, of any kind, of the SI or the terms of this Agreement are not met by the Recipient, Shell shall provide written notice to the

Recipient as to the nature of the improper use or breach. In the event that the Recipient fails to cure the improper use or breach to the satisfaction of Shell within five days of receipt of notice of the breach from Shell, Shell shall have the right to terminate the Agreement immediately and demand the return of all funds which were uncommitted as of the date of notice of termination.

5. **Compliance with Laws.** The Recipient will comply, and will ensure compliance by its employees, directors and officers, or anyone acting on its behalf, with applicable laws.
6. **Anti-Bribery and Corruption Compliance.** The Recipient undertakes to Shell that in connection with the SI received from Shell that it will comply with all applicable anti-bribery laws. The Recipient represents and warrants to Shell that it has not made and will not make any payments and has not given or will not give anything of value to officials, officers or employees of the government or to any agency, department or instrumentality of such government, or to any other person, in connection with such expenditure which would be inconsistent with or contravene applicable anti-bribery laws.
7. **Recognition Plan.** The Recipient shall implement the recognition plan in Schedule B to recognize Shell for its SI.
8. **Reporting.** Forty-five days after each anniversary date of this Agreement (August 31), the Recipient shall provide Shell with an annual report identifying actual allocations of the SI utilized to date and outcomes of the program, including, but not limited to: a description of allocation plans for remaining amounts of the SI; an impact/awareness report demonstrating how Shell's SI impacted the community, how awareness of the program was created and how the SI was spent on intended items (including allocation of all student funds).
9. **Shell Identifications.** Other than as identified in the recognition plan in Schedule B, the Recipient shall not use or display or otherwise reproduce in any manner, Shell's name, logo (the pecten) or trademarks owned or licensed to Shell (collectively the Shell Identifications) *except* if specifically consented to by Shell. The Recipient shall obtain Shell's its written approval, prior to the Recipient's use, reproduction and/or distribution, all materials whether print, radio, television, or internet media, in which the Shell Identifications may appear. The Recipient shall comply with all standards governing use of Shell Identifications as specified in Shell's "Brand and Visual Identify Standards Guide" of trademarks except with the express prior written consent of Shell, which may be withheld for any reason, at any time. To obtain approval, the Recipient must submit a written request with a brief description of the investment to [Shell@Askbrand.com](mailto:Shell@Askbrand.com).

10. **No publication.** Neither party will make any announcement or other statement in connection with this Agreement or its subject matter without the prior written consent of the other as to its content, timing and distribution.
11. **Record Keeping.** The Recipient shall maintain adequate controls and record keeping practices to ensure all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.
12. **Audit.** Shell shall have the right to audit all books and records of Recipient relating to this Agreement for the sole purpose of verifying the proper performance by Recipient of its obligations hereunder, including without limitation, verifying the SI payable by Shell under this Agreement was allocated to the appropriate areas pursuant to the terms of this Agreement.
13. **Liability.** The Recipient agrees to indemnify and hold harmless Shell, its affiliates and each of its employees, officers, directors, contractors, agents and representatives, for any losses, costs or damages, arising from but not limited to, personal injury, property damage, loss of use, loss of funding, loss of revenue, loss of production, loss of funding opportunity, loss of program(s) and program interruption, whether such losses, costs or damages are sought by the Recipient, any third party or otherwise, related to Shell's donation of the SI outlined in this Agreement.
14. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of Alberta, and the applicable federal laws of Canada. The courts of the Province of Alberta shall have exclusive jurisdiction with respect to all matters relating to or arising out of this Agreement.
15. **Confidentiality.** The parties agree the terms of this Agreement, in particular the information set out in Schedule A, shall be kept confidential and not disclosed to any person not party to this Agreement, except as required by law or in accordance with Schedule B or as otherwise agreed to by the parties. The parties agree the information contained in Schedule A is Shell's commercial, confidential information, the disclosure of which would be harmful to Shell's interests.
16. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties as to its subject matter. Any amendments hereto shall be in writing duly executed by the parties.
17. **Notices.** All notices hereunder shall be in writing and sent by courier, hand delivery, or e-mail, and shall be considered to have been received by addressee on the following business day of addressee. The sender of e-mail notice(s) must confirm addressee received such.

(a) If to Recipient:

Dalhousie University  
Office of External Relations  
Macdonald Building  
P.O. Box 15000  
Dalhousie University  
Halifax, NS B3H 4R2

(b) If to Shell:

Shell Canada Limited  
400 4 Avenue SW  
PO Box 100, Station M  
Calgary, AB T2P 0J4

18. This Agreement shall be binding upon and endure to the benefit of the parties and their respective successors.

Effective as of the date first above written.

## Schedule A

January 1, 2015 – June 30, 2018

Faculty/Fund	Total Funding	Funding Allocation	Funding & Engagement Details
<b>Science – Geosciences</b>	\$90,000	Student Research Projects (\$25.7k x 3.5 years)	Projects can include co-op and graduate projects with defined deliverables <4 months. Shell has final approval on all projects. Up to \$1K per project to be used by the faculty sponsor in support of the research project. No one project is to exceed an allocation of \$10,000.
	34,000	Shell Field excursion (\$9.7K) x 3.5 years)	Funding for a trip to be run each year in conjunction with the geophysics field school (part of EARTH 2270 - Intro to Applied Geophysics) to facilitate use of equipment and other logistics.
	90,000	Field Trips/Field Schools (\$25,7K x 3.5 years)	Funding for the travel, supplies, and safety equipment for the following field trips, in order of priority: honours trip (ERTH 4000 Advanced Field School); graduate student trip, and Trinidad petroleum trip (ERTH 4156, Petroleum Geology Field Methods); allocation to each group each year to be determined by the ESSSC, depending on need, subject to approval by Shell.
	15,000	Earth Science General Fund (\$4.3K x 3.5 years)	Discretionary fund to be administered by the Department of Earth Sciences (e.g. entrance to AGS, IBA competition, GeoConvention)
	15,000	Diversity in Geosciences (\$4.3K x 3.5 years)	Fund will be administered to support diversity in geosciences, including attendance at conferences and events that promote diversity and inclusiveness in the field.  Fund may also be administered to support outreach programs that raise awareness of the profession as a career path to youth of diverse backgrounds.
	<b>\$244,000</b>	<b>Total Geosciences Funding</b>	

Faculty/Fund	Total Funding	Funding Allocation	Funding & Engagement Details
<b>Engineering</b>	\$60,000	Engineering General Fund (\$17.1K x 3.5 years)	Fund administered to support student learning opportunities related to their studies and/or the Oil & Gas industry (e.g. design competitions, conference attendance, field trip participation, etc.) within the scope of the established funding criteria and review process.  Conference admission fees will be eligible for funding to a maximum of \$1,000 per year per conference, and will be limited to undergraduate students.
	\$20,000	Health, Safety, Security, Environment, and Sustainable Development (\$5.7K x 3.5 years)	Fund administered to support and promote Health, Safety, Security, Environment and Sustainable Development (HSSE-SD) awareness and activities on campus, including the purchase of personal protective equipment for undergraduate laboratories, embedding HSSE-SD into the curriculum, and support to committees and initiatives focused on HSSE-SD
	\$50,000	Mechanical Engineering Department (\$14.3K x 3.5 years)	Fund administered to support Mechanical Engineering department in the areas of design projects, competitions, laboratory equipment, HSSE-SD awareness and activities, and other related initiatives.
	\$50,000	Process Engineering Department (\$14.3K x 3.5 years)	Fund administered to support Process Engineering department in the areas of design projects, competitions, laboratory equipment, HSSE-SD awareness and activities, and other related initiatives.
	\$50,000	Mineral Resource Engineering Department (\$14.3K x 3.5 years)	Fund administered to support Mineral Resource Engineering department in the areas of design projects, competitions, laboratory equipment, HSSE-SD awareness and activities, and other related initiatives.
	\$15,000	Diversity in Engineering (\$4.3K x 3.5 years)	Fund will be administered to support diversity in engineering, including attendance at conferences and events that promote diversity and inclusiveness in the field. Fund may also be administered to support outreach programs that raise awareness of the profession as a career path to youth of diverse backgrounds.
	\$245,000	<b>Total Engineering Funding</b>	

Faculty/Fund	Total Funding	Funding Allocation	Funding & Engagement Details
<b>Business</b>	<p><b>Total funding of \$15,000*</b></p> <p>* Consists of \$11,000 from this agreement plus \$4,000 carry-over from previous agreement</p>	Diversity in Business (\$4.3K x 3.5 years)	<p>Fund will be administered to support diversity in business, including attendance at conferences and events that promote diversity and inclusiveness in the field.</p> <p>Fund may also be administered to support outreach programs that raise awareness of the profession as a career path to youth of diverse backgrounds.</p>
<b>Total Campus Ambassador Funding</b>	<b>\$500,000</b>		

<b>Total Agreement Funding</b>	<b>\$500,000</b>		
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Carry-Over  
Funds from  
2011-2014  
Agreement as at  
August 31, 2014

<b>General Fund (Carry-over funds from 2011-2014 Agreement)</b>	<b>\$21,722 -4,000 for Business – Diversity initiative</b>		<ul style="list-style-type: none"> <li>- Actual carry-over balance changed to reflect Diversity funding (\$17,722 as new total), with Diversity in Business totaling \$15K</li> <li>- 4,000 will be used towards the Business Diversity Initiative in 2015-2018 agreement</li> </ul>
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**Schedule B**  
**January 2015 – June 2018**

**Recognition**

**Recognition Overall:**

- Shell will be acknowledged as a Dalhousie corporate partner on appropriate websites.
- Dalhousie University will announce the renewal of the Shell Canada and Dalhousie Campus Ambassador Program with an appropriate event. Guests will include Shell Canada representatives, faculty and students. Date and event format will be determined by both partners.
- Dalhousie will formally announce the partnership in a news release and develop a story about the program to be circulated through various media channels.
- Shell representatives will be invited to appropriate donor recognition events
- Dalhousie will prepare an annual report of budget, activity and achievements with input from each of the funded programs each year.
- Shell reps will be invited to participate in events at Shell's expense
- Shell's listing on Dalhousie's Donor Wall will be updated to reflect higher cumulative giving
- Feature story to be included in "Giving Power" Dal's philanthropy newsletter
- Shell to be featured on Dal's giving website pages
- Shell to be featured in DalNews (university-wide e-newsletter)
- Story about the partnership will be published in any relevant faculty-specific communications pieces.

**Science – Geosciences:**

- **Student Research Projects** – Reports will be prepared at the end of each academic term (end April, August, December) summarizing all the projects funded by Shell for that term with a 1-2 page summaries of specific projects where appropriate, and itemizing related expenditure by focus area to go to the Shell CAP Team representative per academic school term. This info will be rolled up into in the annual report.
- **Shell Field Excursion** - opportunity for two Shell representatives to participate in each trip
- **Field Trips/Field Schools** – opportunity for Shell representative to attend. Shell responsible to pay cost associated with Shell employee's participation.
- Acknowledgement of Shell's gift in the field manual, posters and in a letter sent to all field school participants.
- Special mention of Shell's support in one issue of the monthly e-newsletter
- **Earth Science General Fund** – recognition to be agreed by both parties
- **Diversity in Geosciences** – recognition to be agreed by both parties. Example: Shell Logo at sponsored events, promoting diversity, opportunity for Shell representative to speak at conference
- Shell reps will be invited to participate



Engineering:

- Bi-Annual Reports sent to CAP Team on projects funded and expenditures spent.
- **Engineering General Fund:** Engineering Enhanced Learning Fund will be named the Shell Enhanced Learning Fund in recognition of Shell's contribution.
- **Health, Safety, Environment** – Recognition on printed materials and verbal recognition at events, on personal protective equipment, and laboratory equipment.
- **Mechanical Engineering** - Recognition on printed materials and verbal recognition at events, on personal protective equipment, and laboratory equipment
- **Process Engineering** - Recognition on printed materials and verbal recognition at events, on personal protective equipment, and laboratory equipment
- **Diversity in Engineering** – recognition at event and agreed by both parties. Shell reps will be invited to participate or speak at specific events
- **Mineral Resource Engineering** - recognition at events to be agreed by both parties. Example: Shell Logo at sponsored events, promoting diversity, opportunity for Shell representative to speak at conference. Shell Logo to be displayed on the kits.

Diversity Initiatives – Geosciences, Engineering and Business

- Appropriate mentorship and professional development workshops named after Shell
- Shell logo on appropriate printed materials and verbal recognition at events
- Shell logo on Student Society websites – Dal to undertake a conversation with the students, however, do not have control over their content
- Shell employees invited to attend events, to participate, to introduce key speakers at Shell's expense
- Opportunity for Shell representative to speak at events on specific topics at Shell's expense