

1.1 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 \$100,000 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 1 instalments in accordance with the following instalment schedule:
 - (a) \$100,000 to be paid within 30 days of the execution of this Agreement; and
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.
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

Off-Shore Energy Fund - Shell

January 1, 2015 – June 30, 2018

Faculty/Fund	Total Funding	Funding Allocation	Funding & Engagement Details
Offshore Energy Fund	\$50,000	Engineering Offshore Energy Fund (\$14.3K x 3.5 years)	Additional funding to the Engineering General Fund to be administered by the Department of Engineering to fund student learning opportunities specifically related to offshore oil and gas exploration and development e.g. field trips, student projects, conference participation, upgrading of laboratory equipment, purchase of teaching materials, fees for visiting lecturers and other projects that will benefit department and students.
	\$50,000	Earth Sciences Offshore Energy Fund (\$14.3K x 3.5 years)	Additional funding to the Earth Science General Fund to be administered by the Department of Earth Sciences to fund student learning opportunities specifically related to offshore oil and gas exploration and development e.g. field trips, student projects, conference participation, upgrading of laboratory equipment, purchase of teaching materials, fees for visiting lecturers and other projects that will benefit department and students.
Total Funding	\$100,000		

Schedule B
January 2015 – June 2018

Recognition – Off-Shore Energy Fund - Shell

Recognition Overall:

- Shell will be acknowledged as a Dalhousie corporate partner on appropriate websites.
- Dalhousie University will announce the new Shell Canada and Dalhousie Off-Shore Program with an appropriate event. Guests will include Shell Canada representatives, faculty and students. Date and event format will be determined by both partners.
- Shell Pecten will figure prominently where appropriate to the particular project (e.g. if new equipment is purchased, a plaque would be affixed to the equipment or be visible near the equipment).
- Shell representatives will be invited to appropriate donor recognition events
- Dalhousie will prepare an annual report of budget, activity and achievements of the program.
- 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, as part of CAP program.
- Shell to be featured on Dal's giving website pages
- Shell to be featured in DalNews (university-wide e-newsletter)(CAP and Off-shore Fund)
- 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 will be responsible to pay cost associated with Shell employee's participation. This will be dependent on availability of space and timing on case-by-case basis.
- 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 the bi-annual newsletter

Engineering:

- Bi-Annual Reports sent to Shell 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, and off-shore energy funding will be tracked and reported on as a separate item.
- **Shell will receive annual updates on the student learning opportunities related to the off-shore energy fund.**
- **Shell Field Excursion** - opportunity for two Shell representatives to participate in each trip
- **Field Trips/Field Schools** – opportunity for Shell representative to attend. Shell will be responsible to pay costs associated with Shell employee's participation