

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

between

RYERSON INTERNATIONAL (RI)

Ryerson Polytechnic University
350 Victoria Street
Toronto, Ontario
M5B 2K3
Telephone: (416) 979-5026
Fax: (416) 979-5352

and

Institution: TECHNICAL UNIVERSITY OF NOVA SCOTIA

Attention: Mr. Robert Eagle
International Liaison Officer

Address: P.O. Box 1000
5269 Morris Street
Halifax, Nova Scotia
B3J 2X4

Tel: (902) 420-7794
Fax: (902) 420-7551

I BACKGROUND

- Whereas for the consideration herein stipulated, the parties have agreed to provide Ryerson International (RI) with the services described in this contract and the parties hereto have agreed to be bound by the terms and conditions herein contained.
- This contract involves services by the Canadian institution and parties to RI, the project implementation unit responsible for the management of a project of institutional Development and Capacity Building between Suranaree University of Technology, (SUT), Thailand and Canadian Universities Technology Consortium, (CUTC), Canada.

II ARTICLES OF THE AGREEMENT

Article 1: Scope of Work

It is agreed that the duties, responsibilities, and obligations of the parties will be carried out according to the Terms of Reference (TOR) outlined in Appendix A. The TOR may not accurately reflect the particular situation as it becomes evident on site, and if required, the consultant agrees to restructure and revise activities to respond to the identified needs in the field.

Article 2: Period of Service

The terms of this contract will be from _____ unless terminated prior to that date pursuant to articles 11 and 12.

Article 3: Payment Schedule

Payment for services will be made in accordance with the terms and conditions outlined in Appendix B.

Article 4: Transportation and Accommodation

Ryerson International (RI) will pay the costs of transportation and accommodation according to the funding agreement between the ARA Consulting Inc. and Ryerson Polytechnic University for the implementation of the project. Subject to the activity and specific terms of reference for the project, and as applicable, SUT will cover transportation to/from Bangkok, accommodation in Thailand and \$80 per day per person in Thailand.

Article 5: Liability

The parties agree to save RI harmless against claims related to death, disease, illness, injury or disability suffered by the consultant or by dependants arising out of, or attributable to the performance of services under this contract or to conditions encountered during the period of the service of the consultant.

Article 12: Force Majeure

This contract shall not render RI liable to any damages or loss of any kind sustained by the parties or his/her family as a result of war, invasion, act of foreign enemies, national or civil hostilities, civil war or riots, rebellion, terrorism, revolution, insurrection or natural disasters such as explosions, hurricanes, floods, earthquake, fire etc.

Article 13: Governing Law

This contract shall be governed by and interpreted in accordance with the laws of the Government of Canada and the Province of Ontario.

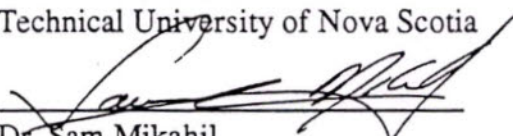
Article 14: Assignment and Subcontracting

This contract shall not be assigned or performed in whole or part by any person or persons other than the named parties, except with formal approval from RI.

III SIGNATURES:

We, the undersigned accept the articles described in Section II and the associated terms of reference and/or Appendices as described herein, as the basis of this contractual agreement:

Mr. Robert Eagle
International Liaison Officer
Technical University of Nova Scotia



Dr. Sam Mikahil
Director Ryerson International

Date

May 27, 1996
Date

Suranaree University of Technology

Date

APPENDIX A

TERMS OF REFERENCE

A 3.21 Technical Service to Develop the Guidelines and Framework for 4-6 Joint Industrial Training Seminars in Thailand

Robert Eagle is to travel to Thailand during the summer or fall of 1996 to identify future industrial training seminars which will be offered jointly by SUT and CUTC. The trip requires liaison with appropriate SUT personnel and visits to local industry to assess needs, identify resources and prepare proposals for future seminars.

The output will be a proposal to the Steering Committee to undertake future seminars. The proposal will identify specific topics, potential lecturers, costs, potential revenues and available resources.

A 3.22 Technical Service by Five Canadian Consultant to Provide Training Seminars in Thailand for Personnel from the Thai Industrial Enterprises.

Two technical seminars are being presented at SUT during the summer of 1996:

i. *Water Resources Management and Wastewater Engineering Workshop
July 21-25, 1996*

This workshop will include the following program:

21 July	Arrival and Registration
22 July	Monday - Opening Ceremony am - Presentation of Keynote paper pm - Plenary Session - presentation of major papers
23 July	Tuesday - Concurrent Round Table Discussions and Workshops
24 July	Wednesday - Field Trip
25 July	Thursday am - Presentations of Results of Round Table Discussions - Conclusions and Resolutions/Closing Ceremony pm - Post Conference Cultural Trips and Discussions

Appendix A, continued

July 21-25

Among the areas that will be covered are:

- Integrated Water Resources Management
- Environmental Impact Assessment used in Water Related Developments including industrial environmental auditing techniques
- Urban Development: Impact on Water and Wastewater Treatment Needs
- Advances in Wastewater Treatment Technologies
- Water Use/Development Policies and Regulations
- Aquatic Ecosystems Management, including Impact on Industry

Participants:

Dr. William Hart, Associate Director, CWRS. Watershed planning and management, environmental auditing, Canadian coordinator.

Dr. Bruce Mitchell, Professor of Geography, University of Waterloo. Watershed planning and management, water use development, licensing.

Dr. John Underwood, Nova Scotia Power Inc. Water quality management, environmental auditing, corporate environmental issues.

Ms. Catriona Moir, Senior Policy Advisor, Nova Scotia Department of Environment. Watershed planning and management, governmental policy review, regulatory frameworks.

Dr. Dave Swayne, University of Guelph, Computer modelling of environmental systems.

While five speakers are involved, the project funds available for four speaks will be re-assigned to cover all expenses.

Appendix A, continued

- ii. 26 July, 1996: *University/Industry Technology Transfer: A Process That Really Works!*

Dr. Edward Rhodes, President of the Technical University of Nova Scotia will address the SUT Anniversary Day Celebrations. The intent of the talk is to familiarize SUT faculty and staff, and local industrial representatives with the benefits of technology transfer between universities and industry. Dr. Rhodes will also meet with industrial representatives to further this initiative.

a brief description of the address:

Dr. E. (Ted) Rhodes, P.Eng.
President
Technical University of Nova Scotia
Halifax, Nova Scotia, Canada

The author will discuss a University Centre devoted to technology transfer between university and industry. Case studies of several individual projects such as the developments of

- a new animal feed single cell protein process
- a computerized grain dryer controller
- an ash fouling control systems for utility boilers, and
a new heat resistant rubber

will illustrate both the great risks and the golden opportunities for academics to engage in the transfer of technology. A university Centre has succeeded in protecting 25 technologies with 103 patents leading to 18 international licenses. Three Canada Awards for Business Excellence have been won by the Centre. The paper concludes that "strong market pull" is the most important ingredient of success in technology transfer. Universities should preferably invest technology transfer dollars in protection of intellectual property. Key words: technology transfer, intellectual property, biotechnology, polymer technology, grain drying, ash monitoring.



Technical
University
of Nova Scotia

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To: Janet Taylor

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Please phone: 902-420-7687 or 420-7794 if you do not receive all of the transmission
Research Services Fax # 902-420-2660

Please see attached.

for 
Robert Eagle
Director, Research Services
RE/jly

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