

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant DLA Piper LLP (US) 500 8th Street NW Washington, DC 20004	2. Registration No. 3712
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3. Name of foreign principal Her Majesty the Queen in right of Alberta, as represented by the President of the Executive Council and the Minister of International and Intergovernmental Relations (hereafter "Government of Alberta")	4. Principal address of foreign principal PO Box 1333 Edmonton, Alberta T5J2N2 CANADA
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify): _____
- Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Executive Council; Ministry of International and Intergovernmental Relations
- b) Name and title of official with whom registrant deals
Roxanna Benoit, Managing Director, Public Affairs Bureau, Executive Council
Paul Whitaker, Deputy Minister, Ministry of International and Intergovernmental Relations

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A	Name and Title	Signature
4/10/09	John H. Zentay, Partner	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant DLA Piper LLP (US)	2. Registration No. 3712
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3. Name of Foreign Principal

Her Majesty the Queen in right of Alberta, as represented by the President of the Executive Council and the Minister of International and Intergovernmental Relations (hereafter "Government of Alberta")

Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

DLA Piper LLP (US) will provide government affairs and communications services on legislative, regulatory and public relations matters. For the performance of these services, the foreign principal will pay the registrant a monthly fee plus ordinary out-of-pocket expenses, as described in the attached agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

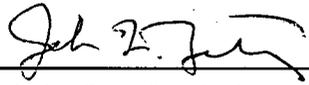
DLA Piper will provide government affairs counsel in connection with the foreign principal's advocacy initiatives in the United States; provide strategic communications advice as it relates to the foreign principal's development and implementation of a media and public relations campaign; and participate in meetings with government officials.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant's activities may include communications with officials of and employees in the United States Congress and Executive Branch, state government officials, members of the media, and/or other individuals or organizations involved in legislative, regulatory, and public policy matters.

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Date of Exhibit B	Name and Title	Signature
4/10/09	John H. Zentay, Partner	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT #09-51 made this 12th day of March 2009.

BETWEEN:

**Her Majesty the Queen in right of Alberta,
as represented by the President of Executive Council
and the Minister of International and Intergovernmental Relations
(hereinafter referred to as the "Crown")**

- and -

**DLA Piper LLP (US)
(hereinafter referred to as the "Contractor")**

The Parties agree as follows:

AGREEMENT

The parties agree as follows:

1. The Crown wishes to enter into a Consulting Services Agreement (the "Agreement") with the Contractor to provide advice and strategies related to Alberta's advocacy initiatives and communications priorities in the United States as outlined in Schedule A.
2. The services of the Contractor shall be performed to the specifications and satisfaction of the Crown.
3. The Crown and the Contractor may be referred to as the Party if singular, or collectively as the Parties.

DEFINITIONS

4. In this Agreement:
 - (a) "Agreement" means this document.
 - (b) "Business Day" means 8:15 am to 4:30 pm (MST) in Alberta from Monday through Friday excluding holidays observed by Her Majesty the Queen in right of Alberta.
 - (c) "Change Request" is a written request from the Contractor to the Crown to consider whether certain Services or Materials are or are about to be outside the scope of this Agreement.
 - (d) "Confidential Information" means Crown Confidential Information and Contractor Confidential Information.
 - (e) "Confidentiality Legislation" means any statutory or regulatory requirement, as amended, revised or substituted from time to time, to keep information confidential including the *Freedom of Information and Protection of Privacy Act* of Alberta.
 - (f) "Contractor Confidential Information" means information, supplied in confidence, concerning the Contractor and/or third parties or any of the business or activities of the Contractor and/or third parties and which is acquired by the Crown as a result of participation in this Agreement.
 - (g) "Crown Confidential Information" means any information concerning the Crown and/or third parties or any of the business or activities of the

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Crown and/or third parties acquired by the Contractor as a result of participation in this Agreement, which is required by any Confidentiality Legislation to be kept confidential by the Crown or is supplied by the Crown or third parties in confidence including, but not limited to, such information that is contained in data management systems of the Crown or is financial, personal data or business information and plans of or relating to the Crown or third parties.

- (h) "Materials" include all the working papers, surveys, notes, plans, designs, reports, records, studies, drawings, examinations, assessments, procedures, specifications, evaluations, results, conclusions, interpretations, calculations, analyses, documents, writings, programs, data or any components of these, regardless of how they are represented, stored, produced, or acquired that are to be created and delivered under this Agreement and are as described elsewhere in this Agreement.
- (i) "Personal Information" means recorded information about an identifiable individual, including:
 - (i) the individual's name, home or business address or home or business telephone number;
 - (ii) the individual's race, national or ethnic origin, color or religious or political beliefs or associations;
 - (iii) the individual's age, sex, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, blood type or inheritable characteristics;
 - (vi) information about the individual's health and health care history including information about a physical or mental disability;
 - (vii) information about the individual's educational, financial, employment or criminal history, including criminal records where a pardon has been given;
 - (viii) anyone else's opinions about the individual; and
 - (ix) the individual's personal views or opinions, except if they are about someone else.
- (j) "Services" include the functions, duties, tasks, and responsibilities as described in this Agreement.

TERM

- 5. The Agreement term will become effective March 12, 2009, and terminate on March 31, 2010. If circumstances require, this Agreement can be extended for an additional term of one year. The Agreement will be reviewed by both parties every six months and adjustments to the agreement may be proposed by either party but must be agreed to by both. The Agreement will only be extended if performance of the Contractor is satisfactory, funding continues to be allocated to this objective and the strategy remains consistent with this initiative.

PAYMENT

- 6. The parties agree to the following payment terms:
 - (a) The Crown agrees to pay the Contractor in accordance with the following:

- (i) Upon signing of this Agreement, the Contactor shall be paid a retainer fee of \$25,000 US.
 - (ii) The Contactor shall be paid a monthly retainer fee of \$25,000 US on the fifteenth of each successive month for the balance of the contract term.
 - (iii) The Contractor will provide the Crown with monthly report containing a summary of activities and any outcomes or recommendations as appropriate.
 - (iv) For travel expenses and other hard costs not included within the retainer fee for services, the Contractor shall submit an invoice and other supporting documentation which may be required by the Crown for which payment is claimed.
- (b) The Crown certifies that the purchaser of the property and/or services provided described in this agreement is the Government of Alberta or a listed tax-free Government of Alberta Agency and the purchaser is therefore not subject to the Goods and Services Tax or the Harmonized Sales Tax. The Government of Alberta's GST Registration Number is 124072513.
 - (c) Payments of the Contractor's invoices for costs exceeding retainer fees are subject to approval by the Crown. The Crown shall not be required to approve payment of the Contractor's invoice until the Services have been completed to the specifications and satisfaction of the Crown.
 - (d) Travel expenses of the Contractor will be paid in accordance with the guidelines in Schedule B.
 - (e) Despite anything in this Agreement, the Crown may holdback 50 percent of any payment due under this Agreement to ensure the Services are performed and Materials delivered in accordance with the provisions of this Agreement.
 - (f) The Crown shall pay to the Contractor any amount held back by the Crown under clause (e) above, if all the Services and Materials are in accordance with the provisions of this Agreement.
 - (g) Despite any other provision of this Agreement, the Crown may inspect the Services and the Materials at any time and may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Agreement, and at the Contractor's expense, the Contractor shall re-execute the Services and Materials in accordance with this Agreement

NON-ASSIGNABILITY

- 7. The Contractor shall not assign, subcontract or otherwise dispose of any of its rights, obligations or interest in this Agreement, without first obtaining the written approval of the Crown.

STATUTORY COMPLIANCE

- 8. The Contractor shall:
 - (a) comply with the provisions of all laws, now in force or in force after the signing of this Agreement, that expressly or by implication apply to the Contractor in performing the Services.

- (b) pay when due, all taxes, rates, duties, assessments and license fees that may be levied, rated, charged or assessed upon the Contractor in performing the Services.

MATERIALS OWNERSHIP

- 9. (a) Ownership in all Materials including copyright, patent, trade secret, industrial design or trade mark that are made, prepared, developed, generated, produced or acquired under or in relation to this Agreement by the Contractor, the Contractor's employees, subcontractors or agents belongs to the Crown as they are made, prepared, developed, generated, produced or acquired. The Materials shall be delivered to the Crown upon completion or termination of this Agreement.
- (b) The Contractor irrevocably waives in whole all moral rights, and shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights, to the Materials made, prepared, developed, generated, produced, or acquired under this Agreement and declares that these waivers shall operate in favour of the Crown and the Crown's assignees and licensees.

CONFIDENTIALITY

- 10. The Contractor, the Contractor's employees, subcontractors and agents shall:
 - (a) keep strictly confidential all information concerning the Crown, or third parties participating in any of the business or activities of the Crown or third parties otherwise participating in this Agreement; and
 - (b) only use, copy or disclose such information as necessary for the performance of the Services or upon written authorization of the Crown.
- 11. Information protection and disclosure:
 - (a) All information provided by either Party to the other Party is subject to the disclosure and protection provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta), ("the FOIP Act"). The FOIP Act allows any person a right of access to records in the Crown's custody or control, subject to limited and specific exceptions as set out in the FOIP Act.
 - (b) The Contractor may identify those parts of any submission from the Contractor to the Crown that the Contractor considers confidential and the Contractor may identify the harm that could reasonably be expected from disclosure. The Crown does not warrant that this identification will preclude disclosure if disclosure to third parties is determined to be required under the FOIP Act.
 - (c) Deliverables produced by the Contractor, which are the property of the Crown under the Agreement, could be considered records under the control of a public body and could therefore also, be subject to the FOIP Act before delivery to the Crown.
- 12. (a) The Contractor and the Contractor's employees, subcontractors and agents shall, subject to any Confidentiality Legislation requirement:

- (i) not use, copy or disclose, except as necessary for the performance of the Services or upon written authorization of the Crown, any Crown Confidential Information;
 - (ii) adhere to security standards for Crown Confidential Information, including control of access to data and other information, using the same care and discretion the Crown follows for its own Confidential Information, as specified in this Agreement. The Crown shall provide the Contractor with notice of any changes to these standards. If changing the security standards for Crown Confidential Information increases the Contractor's costs the Contractor may submit a Change Request.
- (b) Prior to allowing any third party, other than Contractor's subcontractors or agents, access to hardware, including loaner or replacement hardware used by the Crown, the Crown's employees, subcontractors or agents, the Contractor shall:
- (i) determine whether the hardware contains any information or software as a result of such use; and
 - (ii) contact and follow the instructions of the Crown if such information or software is present.
- (c) The Contractor shall identify any and all Contractor Confidential Information and specify in writing to the Crown what harm could reasonably be expected from its disclosure. The Crown does not warrant that this identification will preclude disclosure of the Contractor Confidential Information if disclosure is determined to be required under the Confidentiality Legislation.
- (d) Confidential Information must be kept confidential the longer of six (6) years, the Confidentiality Legislation requirement, if any, to keep Confidential Information confidential, or so long as the party retains Confidential Information of the other party.
- (e) The Contractor shall return to the Crown or destroy any Crown Confidential Information within thirty (30) days of this Agreement being completed or terminated. Further, if such information is in electronic format in hardware of the Contractor or of its employees, subcontractors or agents, that information shall be dealt with in accordance with this Agreement.
- (f) The Contractor may disclose Crown Confidential Information to:
- (i) employees of the Contractor and any corporation, company or other entity that it controls or controls it who have a need to know;
 - (ii) the Contractor's subcontractors and agents who have a need to know provided that the Contractor has a similar confidentiality agreement with them as required of the Parties by this clause; and
 - (iii) anyone else with the Crown's prior written consent.

13. The Contractor shall return to the Crown or destroy any Crown Confidential Information within thirty (30) days of this Agreement being completed or terminated. Further, if such information is in electronic format in hardware of the Contractor or of its employees, subcontractors or agents, that information shall be dealt with in accordance with this Agreement.

14. Notwithstanding anything in this Agreement the Contractor or the Contractor's employees, subcontractors and agents shall immediately notify the Crown in writing of any subpoenas, motions, applications or orders (the "applications") issued by a court or other body of the United States regarding disclosure of any Crown Confidential Information. The Contractor shall indemnify the Crown for any liability and legal or other costs incurred by the Crown as a result of the failure of the Contractor to provide immediate written notice as provide herein. This clause shall survive the conclusion or termination of this Agreement.

THIRD PARTY CLAIMS

15. The Contractor shall indemnify and hold harmless the Crown and the Crown's employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Contractor is legally responsible, including those arising out of negligence, or willful acts by the Contractor, or the Contractor's employees, subcontractors or agents. This section shall survive this Agreement.

INSURANCE

16. The Contractor is responsible for obtaining insurance as the Crown does not have insurance covering the Contractor.
17. The Contractor shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance in an amount not less than \$2 million inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall be endorsed to provide to the Crown with 30 days advance written notice of cancellation or material change restricting coverage. Evidence of adequate coverage in the form of a detailed certificate of insurance shall be promptly provided at any time requested by the Crown.

INDEPENDENT CONTRACTOR

18. The Contractor is an independent contractor for the purposes of this Agreement and shall not be deemed to be a servant, lessor, lessee, partner, employee or agent of the Crown. Therefore, the Contractor shall not represent itself as such to any third party.

NOTICES

19. Any notice, information or document required to be given under this Agreement (the "notice") shall be in writing and shall be deemed to have been given if it is personally delivered, sent by facsimile, email, regular or registered mail to the party to whom it is intended. The address of either Party maybe changed to any other address by notice in writing to the other Party.

Any notice:

- If personally delivered shall be deemed to have been received on the date of delivery, or
- If forwarded by facsimile shall be deemed to have been received on the Business Day next following dispatch and with acknowledgement of receipt having been recorded by the sender's facsimile machine, or
- If by email, shall be deemed to have been received when it becomes capable of being retrieved and processed by the addressee, or
- If by regular mail shall be deemed to have been received eight working days after being mailed, or
- If by registered mail shall be deemed to have been received on the day of the date of the receipt which purports to be signed by the Party.

All notices must be forwarded to the following addresses:

To the Crown:

Public Affairs Bureau
Attention: Roxanna Benoit, Managing Director
6th Floor, 10611 98 Avenue NW
Edmonton, Alberta
T5K 2P7

Phone: 780 427-9229
Facsimile: 780 427-1010
E-mail roxanna.benoit@gov.ab.ca

To the Contractor:

DLA Piper LLP (US)
Attention: James Blanchard
500 8th Street NW
Washington, DC
20004

Phone: 202 799-4303
Facsimile: 202 799-5303
E-mail: James.Blanchard@dlapiper.com

EARLY TERMINATION

20. Notwithstanding anything in this Agreement, the Crown may at any time by notice in writing terminate this Agreement immediately in whole or in part, with or without cause, by giving the Contractor written notice in which event the Contractor shall have no claim against the Crown by reason of such termination.
21. If this Agreement is terminated all Materials made, prepared, developed generated, produced or acquired by the Contractor, the Contractor's employees, subcontractors or agents under this Agreement are the property of the Crown; and the Crown shall only have to pay the Contractor for the Services completed and expenses incurred to

the satisfaction of the Crown up to the time the Contractor receives the termination notice.

If the status of the Contractor changes in respect of ownership and control, technical or financial competence, location of the work place or in any other way which prejudices this Agreement, the Contractor shall immediately notify the Crown at which time the Crown may in his/her sole and unfettered discretion terminate this Agreement without delay and without any repercussions whatsoever.

FORCE MAJEURE

22. Neither the Contractor nor the Crown shall be deemed to be in default of its obligations under this Agreement if and for so long as any delay or non-performance is directly or indirectly caused by or results from events of Force Majeure beyond the control of that Party. These events shall include, but not be limited to strikes, civil disturbances, war, fires, acts of god and acts of any government or branch or agency thereof other than any Party hereto.

DISPUTE RESOLUTION

23. The Parties shall use reasonable effort to resolve any dispute via a meeting between the Crown's representative for this Agreement and a representative of the Contractor.
- (a) If the Parties' representatives cannot resolve the dispute, the Crown or the Crown's representative shall make a decision.
 - (b) If the Contractor disagrees with the Crown's decision under clause 23(b), the Contractor shall have ten (10) days from the date of receipt of the Crown's decision to provide written notice to the Crown requiring the matter be submitted for arbitration, or the Contractor shall be deemed to have accepted the Crown's decision. All arbitrations shall be held in Edmonton, Alberta before a single arbitrator to be mutually agreed upon. If the parties cannot agree on an arbitrator within fifteen (15) Business Days of the receipt of the Crown's decision under clause 25(a) either party may apply, within twenty (20) Business Days of receipt of the Crown's decision under clause (b) above, to a Justice of the Court of Queen's Bench of Alberta to have an arbitrator appointed. Both Parties shall present evidence to the arbitrator within ten (10) Business Days after the appointment of the arbitrator. The decision of the arbitrator shall be issued within thirty (30) days after the arbitrator is appointed. Except as modified in this Agreement, the provisions of the Alberta *Arbitration Act* as amended, modified or substituted from time to time shall govern the arbitration process.
 - (c) Despite any other provision of this Agreement, the following matters are excluded from arbitration:
 - (i) a decision by the Crown to allow this Agreement to expire in accordance with clause 5;
 - (ii) any claims involving third parties;
 - (iii) intellectual property claims whether initiated by third parties or by the Parties to this Agreement;
 - (iv) a decision by the Crown not to approve a subcontractor or an assignment of this Agreement pursuant to clause 7; and

- (v) a decision by the Crown to terminate this Agreement pursuant to this Agreement.

CONFLICT OF INTEREST

24. (a) The Contractor and the Contractor's employees, subcontractors and agents shall:
- (i) conduct their duties related to this Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality into question;
 - (ii) not influence, seek to influence or otherwise take part in a decision of the Crown, knowing that the decision might further their private interests;
 - (iii) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
 - (iv) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement, and if such financial interest is acquired during the term of this Agreement, the Contractor shall promptly declare it to the Crown.

(b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the Contractor's performance under this Agreement, the Contractor shall immediately disclose such matter to the Crown in writing. Upon making such disclosure the Contractor shall not commence or continue performance of the Services, without the written consent of the Crown. If the Crown is of the opinion the Contractor is in a conflict of interest as a result of the Contractor's notice or as a result of any other information brought to the Crown's attention, the Crown may terminate this Agreement.

REPRESENTATIONS AND WARRANTIES

25. The Contractor represents and warrants that:

- (a) it has the right and authority to enter into and perform its obligations under this agreement without the consent of any third party and without violating the rights of any third party and it will perform all of its obligations under this Agreement;
- (b) it is not aware of any aware of any matter that causes or is likely to cause a conflict of interest in relation to the Contractor's performance under this Agreement

SURVIVAL OF TERMS

26. Despite any other provision of this Agreement, those clauses which by their nature continue after the conclusion or termination of this Agreement shall continue after such conclusion or termination, including those clauses pertaining to:
- (a) Material Ownership
 - (b) Confidentiality
 - (c) Records
 - (d) Third Party Claims
 - (e) Notice of applications for disclosure of Crown Confidential Information

ACCESS TO RECORDS

27. For the life of this agreement and for one (1) year following the completion of the services authorized in this agreement, and upon providing written notice, the Crown shall, at any time, be provided full and unhindered access to inspect or copy in any manner whatsoever all files, data, correspondence, books and accounting records and all other material relating to the performance of this agreement as held by the Contractor.
28. The Contractor agrees to cooperate and respond to any reasonable request of the Crown for access or copying of the records and answer any reasonable questions related thereto. The Crown shall bear the costs of copying.
29. The Crown may retain any copies taken therefrom so long as it should deem appropriate.
30. The Contractor will make any and all records available to the Crown.
31. Any inspections or examination by the Crown of the Contractor's documents shall be completed within one year following the aforementioned one (1) year period.

GENERAL

32. The Contractor shall
- (a) ensure that its employees comply with the provisions of this Agreement, and
 - (b) contract with its subcontractors and agents to comply with the provisions of this Agreement.
33. Each Party shall perform the acts, execute and deliver the writings, and give the assurances necessary to give full effect to this Agreement.
34. Each Party acknowledges and agrees that they have been given full opportunity to seek independent legal advice to the full extent deemed necessary by it and that they have not acted under any duress or undue influence in the negotiating, preparation and execution of this Agreement.
35. Time is of the essence of this Agreement.
36. This Agreement contains the entire agreement of the Parties concerning the subject matter of this Agreement and no other understandings or agreements verbal or otherwise exist between the Parties. The Parties shall not change this Agreement except by written agreement.

37. The rights, remedies and privileges of the Crown under this Agreement are cumulative and any one or more may be exercised.
38. No condoning, excusing or overlooking by either Party of any default by the other Party at any time or times in performing or observing either of the Parties' respective obligations and responsibilities under this Agreement will operate as a waiver, renunciation, surrender or otherwise affect the rights of the Parties in respect of any continuing or subsequent default. No waiver of these rights shall be inferred from anything done or omitted by the Parties except by an express waiver in writing.
39. This Agreement shall be interpreted in accordance with the laws in force in the Province of Alberta. The Parties agree that they shall submit and attorn to the jurisdiction of the courts of the Province of Alberta.
40. If any term of this Agreement or the application thereof shall be found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be unaffected and each remaining term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
41. This Agreement shall be for the benefit of and binds the successors and assigns of the Parties.
42. The headings in this document have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this document or any part of it.
43. In this Agreement words in the singular include the plural and words in the plural include the singular.
44. This Agreement may be executed in any number of counterparts or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

This Agreement has been executed by the parties as of the day and year first above written.

HER MAJESTY THE QUEEN in right of Alberta, as represented by the President of Executive Council

DLA Piper LLP (US)

[Signature]
Signature

[Signature]
Signature

Managing Director - PAB
Title

[Signature]
Title

March 12, 2009
Date

March 12, 2009
Date

HER MAJESTY THE QUEEN in right of Alberta, as represented by the Minister of International and Intergovernmental Relations

[Signature]
Principal, DLA Piper
March 12, 2009

[Signature]
Signature

IM - IIR
Title

Mar 12 2009
Date

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Agreement 09-51 - Schedule A

Under this Agreement, the Contractor's activities will focus on assisting the Government of Alberta and the Alberta Washington Office in the following areas:

1. Monitor Congressional and Administration activities:
 - Provide advice for dealing with initiatives that could impact our interests.
 - Identify and assist in development of strategies for such activities.
2. Monitor State level activities:
 - Provide advice for dealing with initiatives that could impact our interests (e.g. the next Section 526)
 - Identify and assist in development of strategies for such activities.
3. Alberta messaging and advocacy:
 - Identify key decision makers / opinion leaders, and assist in development of advocacy strategies.
 - Assist in development and implementation of a media and public relations campaign, as appropriate, to supplement the advocacy strategy.
 - Help inform US decision makers about how Alberta's initiatives can benefit the United States and its people in the economic, environment, and energy security sectors.
4. Assistance with meetings:
 - Help Alberta to obtain high level meetings when the Premier and/or Ministers and/or other senior officials plan to visit Washington D.C. or key states.
5. Assist in identifying and coordinating contact lists:
 - Focus on building appropriate contact lists for US decision makers / opinion leaders for possible visits to Alberta and other similar advocacy initiatives. (Could also include US individuals currently located in Canada such as media and/or government staff).
6. Corporate Memory / Institutional Memory / Networks:
 - Augment our existing networks through the use of their network of contacts in DC and in key states ("eyes and ears").