



October 1, 2024

Yi-Chin (Sunny) Tseng
1228 Arbutus Street
Vancouver, BC
V6J 3W6
sunnyyctseng@gmail.com

Dear Sunny,

I am pleased to offer you ("Contractor") this fee for service contract with Birds Canada to complete the activities and tasks listed below. This contract will commence on October 1 and end on December 31 2024. It is agreed that this is a fee for service contract and that Birds Canada has no obligation to The Contractor, and The Contractor has no obligation to Birds Canada in regard to employment or contracts on this or other projects in the future.

Activities:

- Analyze 2023 ARU data through BirdNET based on focal species (Birds Canada provided the species list)
- Analyze 2023 ARU data through BirdNET based on focal species (Birds Canada provided the species list)
- Conduct species-specific validation for 15 focal species

Tasks related to this Activity will include but are not limited to:

Expected hours	Task
8	Data organization and documentation, collecting necessary information
16	Analyze 2023 ARU data through BirdNET
24	Analyze 2024 ARU data through BirdNET
4	Produce one single .csv file for all analyzed data
8*15	Species specific validation (15 species)
8	Communication (email, zoom call, etc.)
180	ALL TASKS

Reporting Responsibilities and Activity Monitoring

David Bradley will be the Contractor's contact and will be monitoring progress on the above activities and tasks.

Payments

Payment for the work performed will be contingent upon Birds Canada receiving itemized invoices from the Contractor no later than 14 January 2025. Payments for invoices will be made within 30 days of receipt of invoice. Invoices will reflect the Contractor's hours worked at a rate of **\$40 per hour** for a maximum of 180, or **\$7,200** (inclusive of services, travel, and any taxes).

Invoices must contain Contractor's business number and/or HST/GST/QST number (as applicable).

Note that the Contractor is responsible for all obligations relating to income tax withholdings, employment insurance premiums, worker's compensation, health care and pension plan contributions and other similar responsibilities.

Termination

Birds Canada reserves the right to terminate this contract at any time without prior notice. In such event, Contractor will be notified in writing and eligible payment will be limited to work completed until such notification.

Intellectual property

Birds Canada retains any intellectual property of any work created under this contract. In the event that background intellectual property is used as part of the work, Contractor must ensure that Birds Canada is authorized to use such property and to identify any relevant obligations.

Non Disclosure

Contractor accepts that any material provided to, or seen by, the Contractor for this contract is deemed confidential and shall not be disclosed publicly or shared with third parties, unless these materials have been explicitly released elsewhere under an appropriate license. Contractor is granted permission to use these materials exclusively for the purpose of conducting the activities under this contract.

Independent Contractor

This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture, principal/agency relationship or employer/employee relationship between the parties. The Contractor and Birds Canada will at all times remain independent contractors of each other, and neither party shall represent itself to be an agent or employee of the other.

Indemnities

Each party (an "Indemnifying Party") agrees to hold the other party (the "Indemnified Party") harmless from and against any and all losses, claims, damages or liabilities (or actions in respect thereof) related to or arising out of the performance of the Services and/or breach of this Agreement, including without limitation for professional liability, except for the gross negligence or willful misconduct of an Indemnified Party.

Each party will indemnify and hold harmless the other party from and against all liabilities, damages, losses, judgments, settlements consented to by the Indemnifying Party, proceedings and demands related to, arising out of or in any way connected with any third party claim resulting from personal injury, including death, and loss of, damage to, or destruction of tangible property caused by the negligence, actions, or omissions of the Indemnifying Party.

The indemnities in this section are contingent upon: (i) the Indemnified Party promptly notifying the Indemnifying Party in writing of any action or other proceeding which may give rise to a claim for indemnification hereunder; (ii) the Indemnifying Party being allowed to control the defense and settlement of such claim; and (iii) the Indemnified Party reasonable co-operating with the Indemnifying Party (at the Indemnifying Party expense) in providing information relevant to the defense or settlement of a claim. The Indemnified Party shall have the right, at its option and expense, to participate in the defense of any action or proceeding through counsel of its own choosing.

Limitation of Liability

Notwithstanding anything to the contrary contained or implied herein, Birds Canada shall have no liability for any special, indirect, consequential (including lost profits), exemplary, incidental, or punitive damages.

If Contractor agrees to the terms of this offer, please sign this letter in the space provided and email back to David Bradley at dbradley@birdscanada.org.

Yours sincerely,

Accepted



David Bradley
Director, British Columbia



Yi-Chin Tseng (Sunny)
Contractor
Program Code: 21709 (100%)

c.c. Micheline Volpini (Accounts Payable)