

**ALBERTA ADVANCED MANUFACTURING INTERNATIONAL
(AbAMI) HUB**

EXECUTIVE TEAM

TERMS OF REFERENCE

Current as of 19 October 2025

(Minor editorial modifications may be made from time to time)

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PREAMBLE

The Alberta Advanced Manufacturing International Hub (AbAMI Hub) is a technology ecosystem of research providers, collaborating with industry partners provincially and globally, to catalyze the advancement of manufacturing technologies in Alberta. The goal of the Hub and industry members is to enable Alberta industry, through advanced manufacturing research, technology deployment, and workforce development, to grow in current areas of strength in Alberta's economy and expand into emerging areas for new economic opportunities. The Hub, in partnership with [InnoTech Alberta](#), addresses critical issues relating to limited exposure of Alberta industry to cutting-edge heavy industry manufacturing technologies, support for industry to adopt manufacturing technologies, and addressing the need for improved efficiency, productivity, revenue growth, training and upskilling, and job creation/retention in Alberta. Through international engagement, market and technology surveys, and a focus on building research and technology deployment capacity, the Hub delivers targeted applications to industry and inclusive training and workforce development, connects manufacturing industry and experts in Alberta through targeted funded projects, and increased productivity to advance Alberta's manufacturing landscape.

The Executive Team of the AbAMI Hub provides day-to-day management of the Hub, develops the framework of the strategic directions of the Hub in alignment with the objectives and goals of the Hub, implements the strategic directions that emerge from consensus across the multitiered Hub governance structure, and manages the relationships of the Hub's partners, funders, and donors.

DEFINITIONS AND INTERPRETATION

1 In these terms of reference:

- (a) **Confidential Information** means all information and material provided, in written, graphical or other tangible form, marked “Confidential”, or with similar legend clearly identifying the disclosing party’s proprietary interest or, disclosed orally. This will include information that is sensitive and could cause serious loss of privacy, competitive advantage, loss of confidence in AbAMI Hub and partner programs, or damage to partnership, relationships and/or reputation. Confidential information also includes highly sensitive personal information. Confidential information is available only to a specific function, group, or role;
- (b) **Conflict of Interest** means a situation in which there is or may be perceived to be a divergence between the private financial benefit or financial interest or personal benefit of a person, family member, or an outside party, and that person’s obligations to the Executive Team, such that an impartial observer might reasonably question whether related actions to be taken or decisions made by the person would be influenced by consideration of the person’s own interests;
- (c) **Simple majority** means fifty-one percent (51%);
- (d) **Specific project** means a project undertaken in any area that is in a target market sector of the AbAMI Hub following the execution of a Specific Project Agreement; and
- (e) **Specific Project Agreement** means any project agreement entered into by parties to the agreement regarding a Specific Project, in a form that is mutually agreed upon by the parties.

PART 1: EXECUTIVE TEAM MEMBERSHIP AND COMPOSITION

Composition of the Executive Team

- 2** The Executive Team shall consist of:
- (a) an Executive Director;
 - (b) a Deputy Executive Director;
 - (c) a Scientific Director;
 - (d) an Artificial Intelligence/Automation Director;
 - (e) an Industry Deployment Director; and
 - (f) a Hub Manager.

Member Nomination and Appointment

- 3** The Executive Director shall be nominated and appointed by the Steering Advisory Board, on the advice of the Dean of the Faculty of Engineering at the University of Alberta.
- 4** The Executive Director shall:
- (a) have expertise in advanced manufacturing and materials connected to the conventional and renewable energy processes and systems; mining and materials extraction; construction, buildings, and infrastructure; or security, defence, and aerospace sectors, or any other sector that is a target technology market sector of the AbAMI Hub;
 - (b) have general responsibility over establishing the framework of the activities, business, and affairs of the Executive Team and implementing the outcomes, as needed;
 - (c) Nominate and appoint the Deputy Executive Director, Scientific Director, Artificial Intelligence/Automation Director, and Hub Manager, on the advice of the Deans of the College of Natural and Applied Sciences, the Faculty of Engineering, and Faculty of Science at the University of Alberta; and
 - (d) chair all meetings of the Executive Team and shall be present either in person or by way of telephonic or other communication facility.

- 5 The Industry Deployment Director shall be nominated by the InnoTech Alberta Executive Director, or delegate.
- 6 The Deputy Executive Director, Scientific Director, and Industry Deployment Director shall have expertise in advanced manufacturing and materials connected to the conventional and renewable energy processes and systems; mining and materials extraction; construction, buildings, and infrastructure; or security, defence, and aerospace sectors, or any other sector that is a target technology market sector of the AbAMI Hub.
- 7 The Artificial Intelligence/Automation Director shall have expertise in artificial intelligence, autonomous systems, robotics, or control systems that may be applied across advanced manufacturing and materials connected to the conventional and renewable energy processes and systems; mining and materials extraction; construction, buildings, and infrastructure; or security, defence, and aerospace sectors, or any other sector that is a target technology market sector of the AbAMI Hub.
- 8 The Hub Manager shall be an *ex officio* non-voting member of the Executive Team. The Hub Manager may have an alternate title, such as, but not limited to Hub Assistant Director.
- 9 Notwithstanding Paragraph 2, the Executive Director shall have sole discretion to appoint no more than one (1) additional member in order to allow for Alberta geography, subject matter, or ideation diversity on the Executive Team, where such member may be selected from the industry, academic, government, or not-for-profit sector. Such appointment shall be in addition to the member limits provisioned in Paragraph 2. The number of members appointed by way of this provision shall not be greater than one (1) at any time.
- 10 The members of the Executive Team shall be assessed to safeguard against risks to research security, unauthorized disclosure of technology, and potential conflicts of interest or commitment, pursuant to the University of Alberta's [Researcher Security Screening Guidance](#).

No Transfer

- 11** A member of the Executive Team may not transfer, in any way, their membership to any other natural or legal person.

Term of Membership and Performance Review

- 12** The term of the Executive Director shall be five (5) years.
- 13** For members, other than the Executive Director and the Industry Deployment Director nominated by InnoTech Alberta, the term of membership shall be three (3) years.
- 14** The Industry Deployment Director nominated by InnoTech Alberta shall not have a term of membership or be term limited.
- 15** A member of the Executive Team may be appointed to serve more than two (2) consecutive terms.
- 16** The cumulative work and performance of the Executive Director shall be reviewed every two (2) years by the Steering Advisory Board.
- 17** The cumulative work and performance of the Deputy Executive Director, Scientific Director, and Artificial Intelligence/Automation Director shall be reviewed every two (2) years by the Executive Director.
- 18** The cumulative work and performance of the Industry Deployment Director shall be reviewed by the InnoTech Alberta Executive Director, or delegate, every two (2) years or at a frequency less than every two (2) years as determined by InnoTech Alberta.
- 19** The cumulative work and performance of the Hub Manager shall be reviewed by the Executive Director at a frequency determined by the institution that formally employs the Hub Manager.

Termination, Removal of Members, and Vacancies

- 20** A member ceases to be a member of the Executive Team, and a vacancy exists when:
- (a) the member resigns by way of written notice to the Executive Director, or in the case of the Executive Director, to the Steering Advisory Board;
 - (b) in the case of the Executive Director, they are removed by a simple majority of the Steering Board on the advice of the Dean of the Faculty of Engineering at the University of Alberta;
 - (c) in the case of the Industry Deployment Director, they are removed by the InnoTech Alberta Executive Director, or delegate;
 - (d) in the case of all members, except the Executive Director and Industry Deployment Director, they are removed by the Executive Director;
 - (e) a member is removed by the Executive Director, on the advice of the Steering Advisory Board or the Executive Team, or both, for such reasons, including, but not limited to, wilful dereliction of duty, violation(s) of applicable code(s) of conduct or ethics, contravention of research security requirements, unauthorized disclosure of technology, or discipline penalty of suspension or dismissal from their professional roles, or any other equivalent reason that would initiate disciplinary proceedings; or
 - (f) the member's term ends.

PART 2: EXECUTIVE TEAM MEETINGS

- 21** Meetings of the Executive Team shall be held to discuss business and matters related, but not limited, to the day-to-day management of the Hub.
- 22** Meetings of the Executive Team shall be in a form and format, and at a time determined by the Executive Team.

PART 3: GENERAL

Preamble and Schedules

- 23** The preamble and any schedules that are attached hereto and incorporated by reference shall be deemed to form an integral part of these terms of reference.

Special Member Duties

- 24** With the exception of the Hub Manager, the Executive Director may, from time to time, assign special duties to the members of the Executive Team, including, but not limited to, developing, organizing, and leading targeted initiatives or leading information gathering and analysis exercises to inform the activities of the AbAMI Hub. Acceptance of special duties will not be mandatory.

Scope and Authority

- 25** The Executive Team and its members will not have authority to enter into legally binding contracts with third parties on behalf of the AbAMI Hub or any institution or organization that is a member of the AbAMI Hub. The AbAMI Hub activities will be governed by academic institutional or funder policies or negotiated Specific Project Agreements among academic institutions, for-profit companies, not-for-profit organizations, or government agencies.

Confidential Information

- 26** Information classified as “confidential” and received by members of the Executive Team shall be treated as confidential and shall not be shared onward without the written approval of the Executive Director. Information may be shared with the team members of Executive Team members who support their work on the Team. The obligation regarding confidential information articulated in this paragraph shall apply to those team members of the Executive Team members. Members shall accept personal responsibility to ensure that those on their team respect the confidentiality and security of any information shared with them for the purposes of supporting the AbAMI Hub. Members may be required to sign a confidentiality agreement.

- 27** When required, information classified as “confidential” shall be shared via secure transmission or hosting media.

Conflicts of Interest

- 28** All members of the Executive Team shall declare any real or perceived conflicts of interest. Declarations may be made in writing or verbally to the Executive Director, or during meetings. Regardless of the means of declaration, the individual declaring the conflict shall conduct themselves as if the conflict exists, until or unless the Executive Director determines otherwise.

Terms of Reference Amendments

- 29** The Terms of Reference may be amended by a resolution passed by a simple majority of the votes cast by the members of the Executive Team.
- 30** Notwithstanding Paragraph 29, minor editorial modifications may be made from time to time without a resolution of the Executive Team. Minor editorial modifications are mere mechanical edits that do not change the meaning of any provision, or which does not create new provisions in these Terms of Reference.
- 31** The Executive Director and the Executive Team shall conduct a review of the Terms of Reference from time to time as they determine to be proper.

Relationship to other Hubs, Centres, Institutes, Academic Institutions, or Organizations

- 32** The individual members of the Executive Team shall work in good faith with other hubs, centres, institutes, academic institutions, or organizations, as constituted or incorporated, when coordinating activities, business, and affairs, as needed, to best serve the interests of the AbAMI Hub.