September 2, 2016

Dear [REDACTED]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 [Our File #: AES/030/2016]

On August 11, 2016 the Department of Advanced Education, Skills and Labour received your request for access to the following records/information:

“Request detailed breakdown of all consultants used by department between December 1, 2015 to August 11, 2016. Please include agreements/contracts, amount paid to date as well as scope of work and associated timeframes.”

I am pleased to inform you that your request for access to this information has been granted in part and the responsive records are enclosed. Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exception to disclosure, as specified in the Access to Information and Protection of Privacy Act, 2015 (act):

Section 40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

In accordance with your request for a copy of the records, the documents are enclosed.

As required by subsection 8.(2) of the act, we have severed information that is excepted from disclosure and have provided you with as much information as possible.

Please note that the table provided in front of the enclosed documents provides a list of the consultants used by the Department as well as amounts paid to date. The other requested information, including scope of work and time frames, is included in the attached contracts.

Section 42 of the act provides that you may ask the Information and Privacy Commissioner to review this partial refusal of access or you may appeal the refusal to the Supreme Court Trial Division. A request to the Information and Privacy Commissioner shall be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.
The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner  
2 Canada Drive  
P. O. Box 13004, Stn. A  
St. John’s, NL A1B 3V8  

Telephone: (709) 729-6309  
Facsimile: (709) 729-6500

In the event you wish to appeal to the Supreme Court, you must do so within 15 business days of the date of this letter. Section 52 of the act sets out the process to be followed when filing such an appeal.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact the undersigned at (709) 729-4276 or SharonSeaward@gov.nl.ca.

Sincerely,

[Signature]

SHARON SEAWARD  
ATIPP Coordinator

Enclosure
Consultants used by the Department of Advanced Education, Skills and Labour
December 1, 2015 - August 11, 2016

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$ 158,100.23
AGREEMENT: PROFESSIONAL SERVICES FOR THE ONGOING MONTHLY MAINTENANCE, SUPPORT AND WEBSITE HOSTING FOR www.JOBSinNL.ca

THIS AGREEMENT: made at the City of St. John's in the Province of Newfoundland and Labrador on this 1st day of April 2015.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEWFOUNDLAND AND LABRADOR as represented by the Honourable the Minister of Advanced Education and Skills.

(hereinafter called the "Client")

of the one part

AND: Brunswick News Inc.
As represented by CareerBeacon.com
939 Main Street
PO Box 1001
Moncton, NB E1C 8P3

(hereinafter called the "Consultant")

of the other part

WHEREAS:

I. The Client has requested the Consultant to provide professional services relative to the monthly maintenance, support and hosting of Newfoundland and Labrador's International Registry (www.JOBSinNL.ca).

II. The Consultant has agreed to provide the professional services for the total fees hereinafter set forth.

NOW THEREFORE this Agreement witnesses that the Parties hereto mutually covenant and agree as follows:

ARTICLE I - PROFESSIONAL SERVICES

1. The Consultant agrees to provide all professional services necessary and required to satisfy the terms and provisions of the Terms of Reference set out in Schedule "A" to this Agreement (which Schedule "A" shall be taken as a part and parcel of this Agreement) in a thorough and professional manner. The Consultant shall provide the professional services from the 1st day of April, 2015 to 31st day of March, 2016.

2. The Consultant shall not subcontract any aspect of the professional services without the prior written approval of the Client.

3. The Consultant shall dedicate all such personnel and resources as shall be reasonable
and prudent to carry out the professional services in the most efficient fashion possible
given the nature of the work and the completion date set forth in Clause 1.

4. No change, addition, or deletion to the professional services shall be undertaken by the
Consultant unless first agreed to in writing by the Client and any adjustment in the cost or
time for completion of the professional services shall first be detailed in writing by the
Consultant and approved in writing by the Client prior to the implementation of any such
change, addition or deletion to the professional services.

ARTICLE II - FEES AND EXPENSES

5. For the satisfactory performance of the professional services, the Client shall pay to the
Consultant a sum not to exceed $9,000.00 per month (not including HST) for
professional fees. The Consultant agrees that each invoice shall clearly show and identify
the type of work or service or cost or expense which is being charged under that invoice
to the Client. Payment for the professional services will be in accordance with the
payment schedule outlined in Schedule "A".

6. The Consultant shall remain obligated to complete the professional services
notwithstanding that the actual cost to the Consultant whether in respect of professional
services or in respect of costs or expenses incurred may exceed the total aggregate sum
set forth in Clause 5.

7. The Client shall not be responsible to pay any amounts invoiced by the Consultant which
may arise from work, services or expenses incurred to remedy errors or omissions in the
professional services for which the Consultant is responsible.

ARTICLE III - THIRD PARTY LIABILITY

8. The Consultant agrees that in performance of the professional services neither the
Consultant nor any person employed by or acting as agent for the Consultant shall be or
be deemed to be an officer, employee, servant or agent of Her Majesty the Queen in right
of the Province of Newfoundland and Labrador. The Consultant shall act throughout as
an independent consultant and shall not be or deemed to be an agent of Her Majesty the
Queen in right of the Province of Newfoundland and Labrador.

9. The Client shall not be liable for any death or injury of any kind to any person or persons
or with respect to any loss of or damage to property arising out of any act or omission of
the Consultant, its servants or agents in the performance of its obligations under this
Agreement. The Consultant shall indemnify and save the Client harmless from and
against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or
other proceedings and all liability there from arising in relation to the Consultant's breach
of this Agreement or the negligence of the Consultant in the performance of the services
hereunder.

10. Notwithstanding any other provision of this Agreement, the liability of the Consultant
hereunder shall in no event exceed the Fees paid to the Consultant hereunder.
11. The Consultant shall have and maintain in force during the currency of this Agreement public liability and employer's liability insurance adequate to its obligations under this Agreement.

ARTICLE IV - CONFIDENTIALITY

12. The Consultant shall treat all information gained by the Consultant, its servants or agents during the performance of the professional services or in any way related thereto, concerning the affairs of the Client or of any member of the public having dealings with the Client as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client.

13. All data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work and work in progress and all such other information and materials or parts thereof that are provided to the Consultant by the Client in performance of this Agreement including computer printer printouts and computer models and all copyrights relative thereto shall be and remain the property of the Client and shall be delivered to the Client upon completion of the professional services or upon earlier termination of this Agreement.

ARTICLE V - COPYRIGHT

14. Copyrights relative to the completed work shall be and become the property of the Consultant under the provision that all printed documents, including the final product and all related marketing strategies include a reference to the Client as a partner in the development of the completed work.

ARTICLE VI - TERMINATION

15. Notwithstanding the provisions of this Agreement, the Client may at any time by way of ninety (90) days written notice to the Consultant terminate this Agreement and the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the work completed up to the date of termination.

16. The Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any way related thereto.

ARTICLE VI

17. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of the Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal from such decision to any Court of higher jurisdiction.

18. This Agreement, including Schedule "A", constitutes the entire Agreement between
the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral relative to the professional services unless specifically incorporated herein.

19. This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed in accordance with such laws or rules relative thereto as of the day and year first before written.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEWFOUNDLAND AND LABRADOR

By: [Signature]
Mr. Dennis Hogan
ADM - Workforce Development & Immigration
Dept. of Advanced Education and Skills
Government of Newfoundland and Labrador
(On behalf of the Honourable Minister of Dept. of Advanced Education and Skills)

BRUNSWICK NEWS INC.

By: [Signature]
James Carling
Vice President
Brunswick News Inc.,
210 Crown Street
P.O. Box 2350
Saint John, NB
E2L 3V8

Witness

April 22, 2015
Date

Witness

March 27, 2015
Date
SCHEDULE "A"

TERMS OF REFERENCE

Professional Services for the Ongoing Monthly Maintenance, Support and Website Hosting for Newfoundland and Labrador’s International Registry (www.JOBSinNL.ca)

Objectives:

Advanced Education and Skills (AES) is a progressive and dynamic department focused on human resource and labour market development. AES strives to enhance social and economic outcomes for individuals, families, employers and communities throughout the province through the delivery of employment, human resource and income supports. AES develops and implements innovative and broad-based approaches to labour market challenges and opportunities through partnerships with clients, business, labour, community agencies and other government departments, including specific measures such as strategies to attract and retain youth and immigrants and improve labour market participation.

Specific goals to achieve this vision include:

- implementing new and enhanced services to support the recruitment and retention of workers;
- providing enhanced employment, career and workplace services to support labour force participation; and
- enhancing the quality of labour market information.

In context of its mandate and changing labour market conditions, these goals are designed to help ensure:

1. the future availability of workers needed to meet employers' demands,

2. that all citizens are afforded the opportunity to find and secure meaningful work, achieve greater self-reliance and contribute to their community, and

3. that individuals, students, parents, workers, employers, business sectors, educational institutions, policymakers and others have access to good information and supports to help them plan and make solid career, training and human resource decisions.

AES launched its International Registry (www.JOBSinNL.ca) Nov 2009. This registry (consisting of a browser interface, data transmission, access and storage) was a provincial job matching site with job search and worker recruitment functionality. Developed using "Software as a Service" (SaaS) the service provided the "client" with a free registration system to allow job seekers to save resumes and cover letters; a free employer registration system that allowed employers to post job ads and create a user profile online to store resumes received by applicants, copies of jobs and track their applications; a searchable job vacancy listing that could be searched by occupation, industry, region and community; and database reporting functions from data collected directly through the portal.

Commencing spring 2015 several of these existing functions will change to reflect a new technical working relationship that JOBSinNL.ca will have with the Federal JobBank.gc.ca. Key changes will see JOBSinNL.ca no longer handling employer registrations; direct job posting creation or maintaining the capacity for job seekers to apply online via JOBSinNL.ca.
The new technical requirements will see employers registering directly with JobBank.gc.ca and using that site to create and post their jobs relating to Newfoundland and Labrador. Once a job is created and posted (including those that change or expire) an electronic data feed (via XML format) will be generated to transmit job details and any required actions to JOBSinNL.ca. This XML feed will be sent via the Internet to JOBSinNL.ca and details contained within it will be stored on a database and then posted/actioned on the site. In the case of changes to the posting this will be reflected on JOBSinNL.ca while expired job postings will be removed from the site.

The capacity to allow job seekers to apply for positions via JOBSinNL.ca will no longer be active or supported.

Scope:

"The Consultant" will provide the professional services of monthly ongoing maintenance, support and website hosting for Newfoundland and Labrador's International Registry (www.JOBSinNL.ca) such as, but not limited to:

- hosting of JOBSinNL.ca website;
- daily monitoring of service delivery; including the XML feed and subsequent storage and posting of its job posting data and the ongoing technical connection to JobBank.gc.ca;
- liaison with JobBank.gc.ca technical staff as required;
- immediate action if service is interrupted for any reason;
- implementation of 'FIXES' for any 'BUGS' that may be identified based on observations or user feedback
- minor website changes which may include minor content adjustments (ie. fixing dead links, minor text changes, occasionally including/removing banners, etc.) as required;
- daily monitoring and handling of technical support emails.

Timelines:
This agreement will cover the period from April 1, 2015 to March 31, 2016, inclusive.

During this period the Consultant will provide updates to the JOBSinNL.ca working group concerning any maintenance, support and/or hosting issues that may occur relating to the site.

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Payment Schedule:

Billing by the consultant is to occur the first day of each month for the previous month.

The Consultant shall submit invoices for the above amounts/dates to:
Department of Finance
Corporate Financial Services Division
657 Topsail Road, St. John's, NL A1E 2E3
Email: glninvoices@gov.nl.ca

All other correspondence pertaining to this contract will occur between:

For the Client:
Mr. Derrick Barrett
Manager, Skills and Labour Market Research Division
Department of Advanced Education and Skills
Government of Newfoundland and Labrador
Confederation Building, West Block, Third Floor
100 Prince Philip Drive
P.O. Box 8700, St. John's, NL, A1B 4J6
Phone: (709) 729-7196
Email:derrickbarrett@gov.nl.ca

For the Consultant:
Mr. Jason Warren
General Sales Manager
Brunswick News Inc./CareerBeacon
939 Main Street
Moncton, NB E1C 8P3
Phone: (506) 859-5728
Email: [redacted]
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this day of February 24, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Department of Advanced Education and Skills

("the Client")

AND: Plum Creative Works

("the Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions
   In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

   a. "Contract Documents" shall mean and include:
      i. This head agreement (the "Head Agreement");
      ii. The Scope of Work attached as Schedule "A";
      iii. The Special Terms and Conditions attached as Schedule "B";
      iv. The General Terms and Conditions attached as Schedule "C"; and
      v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".

   b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant's Work
   The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work"). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. **Payment**

1.1 **Consideration**

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with:

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, **$4,962.50 plus HST**:

(i) **Periodic payments** –
- 90% ($4466.25) upon contract signing;
- 10% ($496.25) upon completion of project

1.2 **Reimbursement of Expenses**

It is agreed and understood that reimbursements for the Consultant’s expenses pursuant to this Agreement shall be made in accordance with:

(i) The Client shall not be responsible for any expenses incurred by the Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

1.3 **Payment General**

(a) Regardless of the payment option selected in Article 1.1 and/or 1.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of **($4,962.50 plus HST)** and that a minimum of ten percent (10%) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.

(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the **Financial Administration Act**, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.

(h) The Consultant shall submit invoices to:
   Student Financial Services Division
   Department of Advanced Education and Skills
   P.O. Box 8700
   St. John's, NL A1B 4J6

4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Liam Walsh
Department of Advanced Education and Skills
P.O. Box 8700
St. John's, NL A1B 4J6
Phone: (709)729-3488
Fax: (709)729-2298
Email: liamwalsh@gov.nl.ca

For the Consultant:

Patrick Martin
Plum Creative Works
120 Torbay Road, Suite W210
St. John's, NL A1A 2G8
Phone: (709)753-3729
Fax: (709)753-3709
Email: [redacted]
Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. **Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. **Representations and Warranties**

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

7. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

8. **Start and Completion Date**

The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

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<td><strong>Completion Date:</strong></td>
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9. **Effective Date**
The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

10. **Paragraph Numbering**
In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.

11. **Counterparts**
This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

Deputy Minister, Department of Advanced
Education and Skills

Plum Creative Works

Authorized Signature

Date: **MARCH 2015**
SCHEDULE “A”
SCOPE OF WORK

The Consultant shall complete the work and/or perform the following services:

Note: The following extracted from RFP and the attached response from the Consultant to be considered the “Scope of Work:"

2015-16 General Information Guide
Update and re-formatting (MUST be completed by April 30, 2015)
- E-version of the General Information Guide (approx 10 double sided pages – 8.5” X 11”)
  - French language versions of this information is also requested. French versions will not be subjected to the timelines included and will be negotiated during the consultation process.

2015-16 Application for Student Financial Assistance
Update and re-formatting (MUST be completed by April 30, 2015)
- E-version of the Application for Student Financial Assistance (approx 20 - 8.5x11 double sided pages)
  - French language versions of this information is also requested. French versions will not be subjected to the timelines included and will be negotiated during the consultation process.

NOTES:
- Final versions of all products to be produced in Adobe Photoshop CS3, Adobe Illustrator CS3, and Adobe InDesign CS3 software and PDF
- Requirement for Divisional staff to manipulate text in-house will be required
- All text will be provided in MS Word
- Printing of documents will be the responsibility of the Division
SCHEDULE “B”

SPECIAL TERMS AND CONDITIONS (as necessary)

1. No Special Terms and Conditions
SCHEDULE “C”

Contract Amendment
Additional Work Requirements

- **FILLABLE PDFS**
  Setup and layout of fillable PDFs based on the 16 forms provided. Usability is limited only to entering text into pre-defined fields and check boxes. There will not be any autocomplete of any fields, interactive calculations, or validation fields.

Cost estimates:

Additional work - $1,950.00
Conversion of all applicable forms to fillable pdf versions.

Total additional costs: **$1,950.00**
(Note: The total value of the amendment is cost-shared 50/50 between the Province and the Federal Government - $2,156.25 (plus HST) for each party).

Payment

Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Amendment shall be made in accordance with:

Upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, $1,950.00 plus HST:

Periodic payments –
- 100% ($1,950.00) upon completion of work

HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

Deputy Minister (or designate), Department of Advanced Education and Skills

Plum Creative Works

Authorized Signature

Date: 3/2/2016
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this 10th day of June, 2015.

BETWEEN: Her Majesty as represented by the Minister of Advanced Education and Skills

("the Client")

AND: Goss Gilroy Inc.

("the Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions

In addition to the terms defined in the General Terms and Conditions attached as Schedule "B", the following words and phrases shall have the following meanings:

a. "Contract Documents" shall mean and include:
   i. This head agreement (the "Head Agreement");
   ii. The Scope of Work attached as Schedule "A";
   iii. The General Terms and Conditions attached as Schedule "B"; and
   iv. Protocols for Security of Client Information on Information Technology assets of Contractors attached as Schedule "C".

b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

II. The Consultant's Work

The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work"). The Work shall be performed by the Consultant to the satisfaction of the Client.
III. Payment

1.1 Consideration

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) the following amount not to exceed $47,000 which includes all administrative overhead costs

1.2 Reimbursement of Expenses

The Client is not responsible for reimbursement of any additional expenses incurred in relation to the Work.

1.3 Payment General

(a) Payment will be made within 60 calendar days of receipt of a properly documented invoice according to the payment schedule below:

(i) 90 per cent ($42,300.00) to be advanced upon signature of the contract with provision of an invoice.

(ii) Remaining 10 ($4,700.00) per cent to be paid upon completion of the work with submission of final invoice.

(b) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(c) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client’s internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(d) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.

(e) The Consultant shall submit invoices to:

Departmental Coordinator
Workforce Development Secretariat
Department of Advanced Education and Skills
P.O. Box 8700, St. John’s, NL A1B 4J6
IV. **Notices**

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

**For the Client:**
Manager of Skills and Training Policy  
Lorelei Roberts-Loder  
Phone: 709-729-1324  
Email: lrobertsloder@gov.nl.ca

**For the Consultant:**
Project Manager  
Marie Ryan  
Phone: 709-754-2065 Ext 240  
Email: mryan@ggi.nf.ca

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;

(b) As of the date on which they are sent where delivery is by fax or other means of electronic communication; and

(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

V. **Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

VI. **Representations and Warranties**

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

VII. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head
Agreement, second the General Terms and Conditions, third the Protocols for Security of Information on Information Technology assets of Contractors, fourth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VIII. **Start and Completion Date**
The Consultant shall commence activities in relation to the Work with the start date mutually agreed upon as follows:

- **Start Date:** 9 June 2015
- **End Date:** 31 October 2015

IX. **Effective Date**
The effective date of this Agreement shall be the earlier of the start date referred to in Clause VIII or the date on the first page of this Head Agreement.

X. **Paragraph Numbering**
In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

XI. **Counterparts**
This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

THE CLIENT

[Authorized Signature]

Date: [June 10/15]

THE CONSULTANT

[Authorized Signature]

Date: [June 11, 2015]
SCHEDULE “A”
SCOPE OF WORK

The Consultant shall complete the work and/or perform the following services:

To conduct the Canada-Newfoundland and Labrador Job Grant Year Two Review to assess early results from Canada Job Grant implementation and any early indication as to whether or not, and/or how Canada Job Grant program is meeting the labour market and training needs of Newfoundland and Labrador. The review will examine various aspects of implementation including:

- employer take-up and phase-in;
- to track the implementation of the Canada Job Grant since the signing of Job Fund Agreements;
- to report back to the Ministers on the implementation of the Canada Job Grant in terms of service delivery, employer outreach and program uptake;
- to provide useful information for informing policy and program design, development and delivery; and,
- to highlight the diversity of provincial-territorial experiences in implementing the Canada Job Grant in order to report on promising practices, challenges and program parameters requiring improvement.

The consultant will collaborate with its national counterpart Goss Gilroy Inc., hired by the Federal/Provincial/Territorial FLMM Performance Management and Year Two Review Working Group whose responsibility will be to coordinate the efforts of all data collection in provinces and territories in order to produce a Pan-Canadian report which presents a national analysis of the Canada Job Grant program.

The conclusions of this review will inform whether adjustments are required to the Canada Job Grant program parameters at the national level and/or within individual provincial-territorial Job Fund Agreements and support provinces and territories in implementing the program to better meet these goals.

Elements of the Year Two Review
The following section provides an overview of the broad areas to be assessed by the consultant through this review.

- Program Design:
  - Individual program design approaches, challenges, promising practices and areas for national program design adjustments; and
  - Whether/how Canada Job Grant program parameters have impacted program design decisions and the ability to address Newfoundland and Labrador’s labour market needs (i.e., relevance).

- Implementation and Delivery: the extent to which the distinct components of the Canada Job Grant are implemented and delivered as intended:
- Whether/"how the Canada Job Grant has been implemented as planned in Newfoundland and Labrador (i.e. characteristics of program launch, roll-out, program reach, targeting, etc.);

- The extent to which employers have participated in the Canada-Newfoundland and Labrador Job Grant;

- Type of employers (e.g., size, sector, region) and participants benefiting (e.g. employment status pre-training, demographic characteristics, occupation);

- Type of training provided;

- Whether employer expenditure target was reached.

Achievement of expected outcomes: the extent to which the Canada Job Grant is demonstrating progress towards achieving intended outcomes with participants and employers:

- Increased labour market attachment of participants;

- Improved employment situation of participants;

- Training matches/addresses employer and/or provincial needs/priorities; and

- Increased investment of employers in skills training (i.e., to what extent is there evidence of incremental employer investment)

The final scope will be determined by the Client and Consultant in collaboration with the Pan-Canadian review consultant.

Performance Indicators and Measures

An additional element of the analysis will be the inclusion of program performance data in reporting for the Year Two Review.

The following table outlines the key measures and indicators that will be used to assess whether the Canada-Newfoundland and Labrador Job Grant has demonstrated progress toward achieving intended outcomes. Program performance measurement data elements in this table will be collected by the Client on an ongoing basis when full implementation of the Canada-Newfoundland and Labrador Job Grant Program has been achieved. Performance measurement data available for the Year Two Review will be supplied to the consultant.

Administrative data to be used in the Year Two Review is noted below:

<table>
<thead>
<tr>
<th>Outcome</th>
<th>Measure</th>
<th>Indicator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increased labour market attachment of participants</td>
<td>Change in participant’s employment status</td>
<td>- Number of participants employed 3 months after participation by pre-intervention employment status</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Number of participants employed 12 months after participation by pre-intervention employment status</td>
</tr>
</tbody>
</table>

1 All 12-month data relating to the CJG is not available at this time.
| Improved employment situation of participants | Change in number of hours a participant works | Percent change in hours worked 3 months after participation – part-time and full-time  
Percent change in hours worked 12 months after participation – part-time and full-time |
|---------------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------|
| The participant has a better job as a result of training | Percent change in income 3 months after participation – part-time and full-time  
Percent change in income 12 months after participation – part-time and full-time  
Participant Satisfaction/Perception  
- Has training led to an improved employment situation?  
- Has training led to an increase in salary? |
| Participant developed skills relevant for current or new employment | Percent change in income 3 months after participation – part-time and full-time  
Percent change in income 12 months after participation – part-time and full-time  
Participant Satisfaction/Perception  
- Has training led to an improved employment situation?  
- Has training led to an increase in salary? |
| The participant has retained or maintained employment with the same or a different employer | Number of participants employed 3 months after participation by pre-intervention employment status  
Participant Satisfaction/Perception  
- Has training made the individual better equipped to do job?  
- Has training helped the individual retain or maintain employment with the same or different employer? |
| Training matches/addresses employer and/or PT needs/priorities | The employers’ needs have been met  
- Type of skills learned  
- Has training helped to increase the skills of the individual? |
| Provincial/territorial needs/priorities have been met/addressed as a result of employers participating in the CJG | Has training led to increased employee/employer productivity as a result of training?  
Additional indicators such as:  
- Ensuring employers of all sizes can access  
- Urban/rural split |
| Increased investment of employers in training | Increase in the number of employers investing in training | Employer Satisfaction/Perception  
- Number of employers who received a Grant by type  
- Number of employers who received a Grant by size |
In addition, the following outputs will be used to provide context on Canada Job Grant participants and employers:

- Number of participants who received training
- Number of participants by gender
- Number of participants by age
- Number of participants by education level
- Number of participants by designated groups
- Number of participants by pre-intervention employment status
- Pre-intervention EI Status of unemployed participants
- Number of employers who received a Grant
- Total number of Grants
- Type of training
- Type of training providers
- Length of training

This information will be extracted from program administrative data by the client and supplied to the consultant in data templates for inclusion in the Year Two Review final report.

Review Methods

The client requires the consultant to undertake a review of the Canada-Newfoundland and Labrador Job Grant program using the following methods:

- Quantitative analysis (based on performance and follow-up surveys); and,
- Qualitative analysis (e.g., consultations, interviews and discussion groups).

Quantitative data for indicators will be provided by the Department. The results for Canada-Newfoundland and Labrador Job Grant initiatives completed at the time of reporting will be furnished in data templates as part of the reporting for this review.

The consultant will collect qualitative data through consultations, key informant interviews, document analysis etc. With regard to primary data collection, the scope of these requirements shall be as follows:

<table>
<thead>
<tr>
<th>Data Collection Method</th>
<th>Key Informant Group</th>
<th>Number^</th>
</tr>
</thead>
<tbody>
<tr>
<td>Key informant interviews (telephone or in person one-on-one interviews)</td>
<td>Department of Advanced Education and Skills Regional</td>
<td>6</td>
</tr>
<tr>
<td>Directors and Regional Managers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Department of Advanced Education and Skills officials, including Labour Market Development Officers, Provincial Office Program Officials and Provincial Directors</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Employers who have participated in the Canada-Newfoundland and Labrador Job Grant</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

Total potential respondents | 72

* The numbers identified may vary slightly.

The key activities required to complete this work will include:
- Draft a work plan which meets the reporting and delivery requirements of the Pan-Canadian consultant and the Federal/Provincial/Territorial FLMM Performance Management and Year Two Review Working Group;
- In cooperation with the client and the Pan-Canadian consultant, design key informant interview guides that meet the needs of the provincial and federal reporting requirements;
- Conduct a document review of all forms and documents bearing on the implementation and intake of the Canada-Newfoundland and Labrador Job Grant program;
- Test the interview guides;
- Set up and conduct in person or telephone interviews with Regional Directors and Regional Managers with the assistance of the client;
- Conduct key informant interviews with Labour Market Development Officers, Provincial Office Program Staff, Provincial Directors and employers who have received one or more job grants;
- Conduct key informant interviews with training providers;
- Conduct key informant interviews with non-participating employers;
- Conduct all key informant interviews in the official language of the respondent’s choice;
- Compile and analyze all data collected through key informant interviews and the focus group;
- Use the template provided as a guide to writing the draft provincial report;
- Incorporate the participant performance measurement data templates supplied by the client in the provincial report;
- Work with the pan-Canadian consultant as required to provide reporting in a manner which meets the needs of the Pan-Canadian study;
- Provide a draft provincial report in September 2015; and
- Provide a final provincial report in October 2015.

5.6 Review Framework – Pan-Canadian Analysis
Following the completion of the review the consultant will use the pan-Canadian report template to present the analysis for the purposes of feeding into the Pan-Canadian analysis.

This analysis will draw Pan-Canadian conclusions on comparable metrics, while recognizing variation in provincial-territorial design and delivery and labour markets. The goal of this analysis will be to inform decisions on national parameters for the Canada Job Grant, not to assess any provincial or territorial design and delivery of its program. Results will be presented from a Pan-Canadian perspective.

The Consultant will be expected to cooperate in the completion of the Pan-Canadian Consultant’s work.

**Timelines**

<table>
<thead>
<tr>
<th>Key Deliverable</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review Field Work</td>
<td>August 2015</td>
</tr>
<tr>
<td>First Draft PT Review Report to FLMM Working Group</td>
<td>September 2015</td>
</tr>
<tr>
<td>Final PT Review Reports to FLMM Working Group</td>
<td>October 2015</td>
</tr>
<tr>
<td>Consolidation of PT Reports to Pan-Canadian Study by Working Group/Pan-Canadian Consultant</td>
<td>November 2015</td>
</tr>
</tbody>
</table>

The draft report from the consultant must be submitted in September 2015. The first draft of the report must be presented to the client by the consultant no later than the first week in September 2015 to allow review and edit before being released as a draft to the FLMM Working Group and the Pan-Canadian Consultant.
SCHEDULE "B"
GENERAL TERMS AND CONDITIONS

Article 1 - Information Supplied by the Client
Article 2 - Confidentiality, Materials and Copyright
Article 3 - Employees of the Consultant
Article 4 - Access to Facilities
Article 5 - Records and Audit
Article 6 - Termination
Article 7 - Liability
Article 8 - Compliance with Law
Article 9 - Arbitration
Article 10 - Laws Governing
Article 11 - Use of Work
Article 12 - Conflict of Interest
Article 13 - Subcontractors
Article 14 - General
GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.

1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article “Confidential Information” means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL2002 cA-1.1, to mean recorded information about an identifiable individual, including

(i) the individual's name, address or telephone number,

(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual's age, sex, sexual orientation, 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 care status or history, including a physical or mental disability,
(vii) information about the individual's educational, financial, criminal or employment status or history,
(viii) the opinions of a person about the individual, and
(ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;
(e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and
(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or
(ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.
2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Client and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Consultant's possession.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
(c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "C", unless otherwise advised by the Client, and this includes:

(i) complying with all alterations or updates of Schedule "C" as may be provided to the Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "C" and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "C".

2.9 The Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/CIVIL/atlpp/default.htm
Article 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

3.2 The Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article 4. ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion, to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article 5. RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article 6. TERMINATION

6.1 Either of the Parties may at any time by way of thirty (30) days written notice to the other, terminate this Agreement.

6.2 Where this Agreement is terminated under this Article, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided
however, that the Consultant shall not be entitled to any other payment in
respect of such termination, including, without prejudice to the generality of the
foregoing, any payment for any consequential loss or damage or loss of profits
arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid
proceeds then owing pursuant to this Agreement.

Article - 7. LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant
nor any Consultant’s Representative shall be or be deemed to be an officer,
servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save
harmless the Client and the Client’s Representatives against all losses, costs,
charges, or expenses incurred by the Client and its agents as a result of actions,
claims or awards for compensation at law, equity or under any applicable
legislation, made or brought by, against, suffered by or imposed upon the Client,
or its Representatives by a third party, as a result of or related to the
performance of this Agreement by the Consultant or the Consultant’s
Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges,
costs and other expenses arising therefrom. Notwithstanding the foregoing, the
Client may at its own discretion retain its own solicitors to defend its interests in
any such suit or claim, and the legal costs of that defense shall be paid by the
Consultant.

Article - 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador
connected with or arising from this Agreement, the Consultant shall provide
(where requested by the Client) evidence of compliance with all requirements of
the Province of Newfoundland and Labrador with respect to Worker’s
Compensation and or Occupational Health and Safety, including without
limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply
with all requirements of any governing federal, provincial or municipal
legislation, by-laws or regulations applicable to the Consultant or the
Consultant’s Representatives in the performance of the Work.
Article - 9. **ARBITRATION**

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the *Arbitration Act*, RSNL990 cA-14, including such provisions for the appointment of arbitrators.

Article - 10. **LAWS GOVERNING**

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 11. **USE OF WORK**

11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article - 12. **CONFLICT OF INTEREST**

12.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

12.2 The Consultant and the Consultant's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance
of any duties related to this Agreement, that causes, or would appear to
cause, a conflict of interest; and

(d) shall 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 any duties related to this Agreement.

Article - 13. SUBCONTRACTORS

13.1 The Consultant shall not subcontract all or a portion of the Work without the prior
written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its
obligations under the terms of this Agreement.

Article - 14. GENERAL

(a) Articles 2 and 7 of this Agreement shall survive the termination or
expiration of this Agreement.

(b) Neither party shall be considered in default in performance of its
obligations hereunder to the extent that performance of such
obligations is delayed, hindered, or prevented by force majeure. Force
majeure shall be any cause beyond the control of the parties hereto
which they could not reasonably have foreseen and guarded against.

(c) Time shall be of the essence of this Agreement.

(d) The failure of the Client to insist upon or enforce in any instance strict
performance by the Consultant of any of the terms of this Agreement or to
exercise any rights herein conferred shall not be construed as a waiver or
a relinquishment to any extent of the Client’s right to assert or rely upon
any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or
unenforceable, in whole or in part, such invalidity or unenforceability shall
attach only to such provision, and all other provisions hereof shall
continue in full force and effect.

(f) The division of this Agreement into Articles and Clauses and the insertion
of headings are for the convenience of reference only and shall not affect
the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the
Parties hereto, their respective heirs, legal representatives, successors
and assigns.
(h) The Consultant shall not assign this agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE B
SCHEDULE C

Protocols for Security of Client Information on Information Technology assets of Contractors

The Consultant shall confirm with the Client whether the Consultant will be required to use information technology resources, including computers, of the Client in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Client and will be storing, manipulating or accessing that Confidential Information on the Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically separately authorized by the Consultant's contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Client network.

- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Consultants are not permitted to use any Peer to Peer file sharing program (e.g. Limewire, etc) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.
- Where a Consultant will be granted access to the Client’s computer network during the course of his/her work, in addition to the requirements noted above, the Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

- These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE C
THIS AGREEMENT made at St. John’s, in the Province of Newfoundland and Labrador, on this day of

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of the Department of Advanced Education and Skills

("the Client")

AND: Grant Thornton LLP

("the Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. **Definitions**
   In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:
   
   a. "Contract Documents" shall mean and include:
      i. This head agreement (the "Head Agreement");
      ii. The Scope of Work attached as Schedule "A";
      iii. The General Terms and Conditions attached as Schedule "B"; and
      iv. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "C".
   
   b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. **The Consultant's Work**
   The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work"). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. **Payment**

1.1 **Consideration**

For the satisfactory performance of the consultative services, the Client shall pay to the Consultant a sum not to exceed $53,000 plus HST for professional fees.

1.2 **Reimbursement of Expenses**

An administrative fee of 7% will be added to professional fees to cover out of pocket expenses such as telephone, courier, photocopies, etc. All other costs incurred by the Consultant in the completion of this audit are the responsibility of the Consultant unless approved in writing by the Client.

1.3 **Payment General**

(a) The Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of fifty six thousand, seven hundred and ten dollars ($56,710) and that a minimum of ten percent (10%) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.

(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(e) All Invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.
(h) The Consultant shall submit invoices to:
Department of Advanced Education and Skills
P. O. Box 8700
St. John's, NL
A1B 4J6

Attention: Bren Hanlon

4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:
Bren Hanlon
Department of Advanced Education and Skills
P. O. Box 8700
St. John's, NL
A1B 4J6

Phone: 729-5140
Fax: 729-0767
Email: BrenHanlon@gov.nl.ca

For the Consultant:
Kim Simms
Grant Thornton LLP
Suite 300
15 International Place
St. John's, NL
A1A 0L4

Phone: 778-8807
Fax: 722-7892
Email: Kim.Simms@ca.gt.com

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by fax, e-mail or other means of electronic communication; and

Six (6) days after delivery to Canada Post Corporation where the postal service is used.5.
**Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. **Representations and Warranties**

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

7. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

8. **Start and Completion Date**

The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

- **Start Date:** October 1, 2014
- **Completion Date:** March 31, 2016

9. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

10. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.
11. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

[Signature]

Minister of Department of Advanced Education and Skills or his/her authorized designate

Grant Thornton LLP

[Authorized Signature]

Date: Feb. 11/16
SCHEDULE "A"

SCOPE OF WORK

The Consultant shall complete the work and/or perform the following services:

TERMS OF REFERENCE

Audit of the

CANADA/NEWFOUNDLAND AND LABRADOR AGREEMENT ON TARGETED INITIATIVE FOR OLDER WORKERS
April 1, 2011 to March 31, 2013

1.0 Introduction

On August 31, 2007 the Government of Canada and the Government of Newfoundland and Labrador (NL) signed the Targeted Initiative For Older Workers (TIOW) Agreement under which Canada agreed to provide financial support to NL, on a cost-shared basis, towards the costs of projects that will provide unemployed older workers in vulnerable communities in NL with programming aimed at increasing their employability, reintegrating them into employment and ensuring they remain active and productive labour market participants while their communities undergo adjustment.

2.0 Audit Objectives/Scope

Section 22 of the Agreement requires that for each fiscal year the Province will submit to Canada a report containing:

- An audited financial statements showing payments made during the fiscal year in relation to the eligible expenditures. The financial statements will be prepared in accordance with Generally Accepted Accounting Principles and be in a format with a sufficient level of detail to support monitoring and reporting of the disposition of the funding provided to NL during the fiscal year under this agreement. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards.

- The financial statements shall be accompanied by a statement by Provincial Manager, Community Employment Initiatives, Department of Advanced Education and Skills, certifying that the amount of the Eligible Costs claimed by NL, and for which NL was reimbursed by Canada under the Agreement, was in accordance with the terms and conditions of the Agreement.

3.0 Management of Audit Contract

On the day to day basis, the TIOW Agreement is managed by the Employment Services Division within the Department of Advanced Education and Skills (herein referred to as the Department). The Department is responsible for monitoring and reviewing the implementation of projects.
The audit contract is being funded by the Federal Government under the "Targeted Initiative for Older Workers". The contract is being administered by the Department and will be managed by the Director of Employment Services and the Department's Manager of Employment Services.

4.0 **Client Support**

The following will be the responsibility of the Department as it relates to the performance of the audit contract:

- to provide a copy of all relevant documentation necessary to perform the audit, including:
  - amendments (if any);
  - correspondence approving individual projects and/or relating to administration of the Agreement itself; and
  - project payment authorizations.

- to provide other information, explanations and advice as may be required in carrying out the audits; and

- to arrange with the party being audited to provide the auditing firm with access to all relevant records.

5.0 **Form of Audit Reports**

Audit reports will be prepared in accordance with Generally Accepted Auditing Standards and practices and in a form prescribed by Canada. Audit reports will be addressed to the Deputy Minister of the Department. Additional copies, as requested, should also be forwarded to the Departmental Controller of the Department.

6.0 **Audit Time Schedule**

The audit report for the 2011-12 and 2012-13 fiscal year is to be completed no later than March 31, 2016.

The audit firm shall make itself available, if necessary, at the appropriate time to discuss these reports with designated provincial officials.
SCHEDULE "B"

GENERAL TERMS AND CONDITIONS

Article 1 - Information Supplied by the Client
Article 2 - Confidentiality, Materials and Copyright
Article 3 - Employees of the Consultant
Article 4 - Access to Facilities
Article 5 - Records and Audit
Article 6 - Termination
Article 7 - Liability
Article 8 - Compliance with Law
Article 9 - Arbitration
Article 10 - Laws Governing
Article 11 - Use of Work
Article 12 - Conflict of Interest
Article 13 - Subcontractors
Article 14 - General
GENERAL TERMS AND CONDITIONS

Article – 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client shall be entitled to rely upon the accuracy of the information received from the Client except for information in respect of which the Client expressly states that the accuracy of the information is not being guaranteed by the Client. In respect of such information the Consultant shall review the information for accuracy and applicability.

1.2 Where obvious discrepancies, omissions or obscurities in the information received are clearly evident, the Consultant will bring such matters reasonably within their knowledge to the attention of the Client. In that event, the Client shall provide instructions to the Consultant as how to proceed or shall provide further information to clarify the discrepancy, omission or obscurity in question.

Article – 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article “Confidential Information” means:

a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

d) all personal information, as defined by from time to time under the Access to Information and Protection of Privacy Act, SNL.2002 cA-1.1, to mean recorded information about an identifiable individual, including

I. the individual’s name, address or telephone number;

II. the individual’s race, national or ethnic origin, colour, or religious or political beliefs or association,

III. the individual’s age, sex, sexual orientation, 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 care status or history, including a physical or mental disability.

VII. Information about the individual's educational, financial, criminal or employment status or history,

VIII. The opinions of a person about the individuals, and

IX. The individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

f) Confidential Information shall not include any information which:

I. at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or

II. is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law or as a result of the Consultant's obligations to the Newfoundland Institute of Chartered Accountants and/or the Canadian Public Accountability Board, which may include a subpoena or other similar process or in connection with litigation, arbitration, or such other proceeding or by virtue of an Act or Regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation, computer printouts and computer models and all
2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client except for a copy of the Confidential Information as required by the Consultant's obligations to the Newfoundland Institute of Chartered Accountants and/or the Canadian Public Accountability Board.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;
b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:

i. complying with all alterations or updates of Schedule “D” as may be provided to the Consultant from time to time; and

ii. adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule “D” and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

2.9 The Consultant shall:

a) notify the client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

e) refer to and allow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at:
http://www.justice.gov.nl.ca/just/CIVIL/atipp/default.htm
Article – 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will request the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

3.2 The Consultant shall not alter, remove or replace the employees or representatives indicated in the Scope of Work without prior written approval by the Client except for the removal or replacement of employees as a result of an employee's resignation, termination or illness.

3.3 Subject to the prior written consent of the Client and to such terms as the Client may require, the Consultant may alter, remove or replace employees or Representatives indicated in the Scope of Work as a result of an employee's vacation provided such alteration, removal or replacement shall not impair completion of the Work.

Article – 4. ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies in effect from time to time at the Client's facilities.

Article – 5. RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article – 6. TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and payment(s), as stipulated in the Agreement, has been issued to the Consultant.
6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment from any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto. The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article 7. LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant’s Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client’s Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant’s Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs, and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

7.4 The Client shall indemnify and save harmless the Consultant in respect of all losses, costs, charges, or expenses incurred by the Consultant and its agents as a result of actions, claims or awards for compensation, made or brought by, against, suffered by or imposed upon the Consultant by a third party as a result of or related to actions or inaction of the Client in relation to, or the Client’s performance of, this Agreement.

7.5 In any action, claim, loss or damage arising out of the commitments of this Article 7, the Parties agree that in no event shall either Party

7.5.1 look to or pursue the directors, officers or employees of the other for satisfaction of any claim or cause of action arising under this Agreement, including any liability, damages, expenses or losses of any nature;

7.5.2 be liable for
7.5.2.1 indirect, special or consequential damages as a result of the action or inaction of either under this Agreement; or

7.5.2.2 consequences of events of force majeure that are beyond the control of that party;

and that in any event no Party shall be liable to the other Party, whether the claim be in tort, contract or otherwise, for an amount in excess of five (5) times the professional fees paid by the Client to the Consultant for the engagement.

Article – 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant’s Representatives in the performance of the Work.

Article – 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the Parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 9.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

Article – 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
Article - 11. USE OF WORK

11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article - 12. CONFLICT OF INTEREST

12.1 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

12.2 The Consultant and the Consultant’s Representatives:

a) shall conduct all duties related to this Agreement with impartiality;

b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;

c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

d) shall 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 any duties related to this Agreement.

Article - 13. SUBCONTRACTORS

13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

Article - 14. GENERAL

a) Articles 2 and 7 of this Agreement shall survive the termination or expiration of this Agreement.

b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonable have foreseen and guarded against.

c) Time shall be of the essence of this Agreement.
d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

h) The Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE B
SCHEDULE C
Protocols for Security of Government Information on Information Technology Assets of Contractors

The Prime Consultant should confirm with the Client and Department of Municipal Affairs whether the Prime Consultant will be required to use information technology resources, including computers, of the Client or the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Client or Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically authorized by the Prime Consultant's Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Client or Government network.

- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail end/or its attachments are encrypted or zipped in a secure manner.

- Where a Prime Consultant will be granted access to the Client or Government computer network during the course of the work in addition to the requirements noted above, the Prime Consultant shall not:

  Share personal computer drives or folders on a computer accessing the network; or

  Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted Sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted Sub-Consultants are aware of these restrictions and are in compliance herewith.

- For the purposes of Schedule C, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant's Sub-Consultants that is of a non-confidential nature need not be encrypted.
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this day of

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of the Department of Advanced Education and Skills

("the Client")

AND: Grant Thornton LLP

("the Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions
   In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

   a. "Contract Documents" shall mean and include:
      i. This head agreement (the "Head Agreement");
      ii. The Scope of Work attached as Schedule "A";
      iii. The Special Terms and Conditions attached as Schedule "B";
      iv. The General Terms and Conditions attached as Schedule "C"; and
      v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".

   b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant's Work
   The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work"). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. **Payment**

1.1 **Consideration**

For the satisfactory performance of the consultative services, the Client shall pay to the Consultant a sum not to exceed $11,500 plus HST for professional fees.

1.2 **Reimbursement of Expenses**

An administrative fee of 7% will be added to professional fees to cover out of pocket expenses such as telephone, courier, photocopies, etc. All other costs incurred by the Consultant in the completion of this audit are the responsibility of the Consultant unless approved in writing by the Client.

1.3 **Payment General**

(a) The Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of twelve thousand and three hundred and five dollars ($12,305) and that a minimum of ten percent (10%) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.

(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL.1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client’s internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.
(h) The Consultant shall submit invoices to:
Department of Advanced Education and Skills
P. O. Box 8700
St. John's, NL
A1B 4J6
Attention: Bren Hanlon

4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Bren Hanlon
Department of Advanced Education and Skills
P. O. Box 8700
St. John's, NL
A1B 4J6

Phone: 729-5140
Fax: 729-0767
Email: Bren.Hanlon@gov.nl.ca

For the Consultant:

Kim Simms
Grant Thornton LLP
Suite 300
15 International Place
St. John's, NL
A1A 0L4

Phone: 778-8807
Fax: 722-7892
Email: Kim.Simms@ca.gt.com

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;

(b) As of the date on which they are sent where delivery is by fax, e-mail or other means of electronic communication; and

(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.
5. **Entire Agreement**

   It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. **Representations and Warranties**

   The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

7. **Conflict Between Provisions**

   In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

8. **Start and Completion Date**

   The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

   Start Date: May 18, 2016
   Completion Date: June 30, 2016

9. **Effective Date**

   The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

10. **Paragraph Numbering**

    In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.
11. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

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HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

Minister of Education and Skills or his/her authorized designate

Grant Thornton LLP

Authorized Signature

Date: 1st June 2016
SCHEDULE "A"

SCOPE OF WORK

Please refer to the Terms of Reference attached for a description of the scope of work.

TERMS OF REFERENCE

Audit of the

CANADA/NEWFOUNDLAND AND LABRADOR LABOUR MARKET DEVELOPMENT AGREEMENT

April 1, 2015 to March 31, 2016

1.0 Introduction


Under the LMDA clients receive a variety of Employment Benefits and Support Measures including Self-Employment, Skills Development, Targeted Wage Subsidies, Job Creation Partnerships, Employment Assistance Services and Labour Market Partnerships.

2.0 Audit Objectives/Scope

Section 18 of the Agreement requires that for each fiscal year the Province will submit to Canada a report containing:

- An audited financial statement in accordance with Generally Accepted Accounting Principles certified by the Auditor General or his or her designate setting out the amount of costs of benefits and measures that the Province has actually incurred; and

- A statement from the Auditor General or his or her designate that all payments received from Canada in the fiscal year on account of Canada’s contribution to its Administration Costs were paid in respect of Administration Costs actually incurred in that fiscal year.

The audited is required to be submitted no later than three months after the end of the fiscal year to which it relates. It is estimated that the audit population for the 2015-16 audit will consist of approximately $119 million in program expenditures and $8.9 million in administration expenditures.
3.0 Management of Audit Contract

On the day to day basis, the LMDA is managed by the Labour Market Development Agreement Division within the Department of Advanced Education and Skills (herein referred to as the Department). The Department is responsible for monitoring and reviewing the implementation of projects.

The audit contract is being funded by the Federal Government under the LMDA. The contract is being administered by the Department and will be managed by the Director of Labour Development and the Department’s Manager of Financial Operations (LMDA).

4.0 Client Support

The following will be the responsibility of the Department as it relates to the performance of the audit contract:

- to provide a copy of all relevant documentation necessary to perform the audit, including:

  amendments (if any) to the LMDA;

  correspondence approving individual projects and/or relating to administration of the Agreement itself; and

  project payment authorizations.

- to provide other information, explanations and advice as may be required in carrying out the audits; and

- to arrange with the party being audited to provide the auditing firm with access to all relevant records.

5.0 Form of Audit Reports

Audit reports will be prepared in accordance with Generally Accepted Auditing Standards and practices and in a form prescribed by Canada and certified by the Auditor General of Newfoundland and Labrador or his or her designate. Audit reports will be addressed to the Deputy Minister of the Department. Additional copies, as requested, should also be forwarded to the Departmental Controller of the Department.

6.0 Audit Time Schedule

The audit report for the 2015-16 fiscal year is to be completed no later than June 30, 2016.

The audit firm shall make itself available, if necessary, at the appropriate time to discuss these reports with designated provincial officials.
SCHEDULE “B”

SPECIAL TERMS AND CONDITIONS

There are no special terms and conditions.
SCHEDULE "C"

GENERAL TERMS AND CONDITIONS

Article 1 - Information Supplied by the Client
Article 2 - Confidentiality, Materials and Copyright
Article 3 - Employees of the Consultant
Article 4 - Access to Facilities
Article 5 - Records and Audit
Article 6 - Termination
Article 7 - Liability
Article 8 - Compliance with Law
Article 9 - Arbitration
Article 10 - Laws Governing
Article 11 - Use of Work
Article 12 - Conflict of Interest
Article 13 - Subcontractors
Article 14 - General
GENERAL TERMS AND CONDITIONS

Article – 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client shall be entitled to rely upon the accuracy of the information received from the Client except for information in respect of which the Client expressly states that the accuracy of the information is not being guaranteed by the Client. In respect of such information the Consultant shall review the information for accuracy and applicability.

1.2 Where obvious discrepancies, omissions or obscurities in the information received are clearly evident, the Consultant will bring such matters reasonably within their knowledge to the attention of the Client. In that event, the Client shall provide instructions to the Consultant as to how to proceed or shall provide further information to clarify the discrepancy, omission or obscurity in question.

Article – 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article “Confidential Information” means:

a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

d) all personal information, as defined by from time to time under the Access to Information and Protection of Privacy Act, SNL2002 cA-1.1, to mean recorded information about an identifiable individual, including

I. the individual’s name, address or telephone number,

II. the individual’s race, national or ethnic origin, colour, or religious or political beliefs or association,

III. the individual’s age, sex, sexual orientation, 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 care status or history, including a physical or mental disability.

VII. Information about the individual's educational, financial, criminal or employment status or history,

VIII. The opinions of a person about the individuals, and

IX. The individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

f) Confidential Information shall not include any information which:

I. at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or

II. is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law or as a result of the Consultant's obligations to the Chartered Professional Accountants of Newfoundland and Labrador and/or the Canadian Public Accountability Board, which may include a subpoena or other similar process or in connection with litigation, arbitration, or such other proceeding or by virtue of an Act or Regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.
2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation, computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom, are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Consultant's possession. The Client acknowledges the Consultant has a proprietary interest in its planning tools, methodology, report format and other templates and nothing herein purports to transfer that interest to the Client. The Client further agrees that the Consultant shall be permitted to retain a copy of the report and other material in order to support its files for professional and legal purposes.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client except for a copy of the Confidential Information as required by the Consultant's obligations to the Chartered Professional Accountants of Newfoundland and Labrador and/or the Canadian Public Accountability Board.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:
a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:

i. complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and

ii. adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

2.9 The Consultant shall:

a) notify the client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

e) refer to and allow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at:
http://www.justice.gov.nl.ca/just/CIVIL/atipp/default.htm

Article – 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will request the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

3.2 The Consultant shall not alter, remove or replace the employees or representatives indicated in the Scope of Work without prior written approval by the Client except for the removal or replacement of employees as a result of an employee’s resignation, termination or illness.

3.3 Subject to the prior written consent of the Client and to such terms as the Client may require, the Consultant may alter, remove or replace employees or Representatives indicated in the Scope of Work as a result of an employee’s vacation provided such alteration, removal or replacement shall not impair completion of the Work.

Article – 4. ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies in effect from time to time at the Client’s facilities.

Article – 5. RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article 6. TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and payment(s), as stipulated in the Agreement, has been issued to the Consultant.

6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment from any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto. The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article 7. LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant's Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs, and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

7.4 The Client shall indemnify and save harmless the Consultant in respect of all losses, costs, charges, or expenses incurred by the Consultant and its agents as a result of actions, claims or awards for compensation, made or brought by, against, suffered by or imposed upon the Consultant by a third party as a result of or related to actions or inaction of the Client in relation to, or the Client's performance of, this Agreement.
7.5 In any action, claim, loss or damage arising out of the commitments of this Article 7, the Parties agree that in no event shall either Party

7.5.1 look to or pursue the directors, officers or employees of the other for satisfaction of any claim or cause of action arising under this Agreement, including any liability, damages, expenses or losses of any nature;

7.5.2 be liable for

7.5.2.1 indirect, special or consequential damages as a result of the action or inaction of either under this Agreement; or

7.5.2.2 consequences of events of force majeure that are beyond the control of that party;

and that in any event no Party shall be liable to the other Party, whether the claim be in tort, contract or otherwise, for an amount in excess of five (5) times the professional fees paid by the Client to the Consultant for the engagement.

Article – 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant’s Representatives in the performance of the Work.

Article – 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the Parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 9.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matter then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.
Article – 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article – 11. USE OF WORK

11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article – 12. CONFLICT OF INTEREST

12.1 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

12.2 The Consultant and the Consultant’s Representatives:
   a) shall conduct all duties related to this Agreement with impartiality;
   b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
   c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
   d) shall 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 any duties related to this Agreement.

Article – 13. SUBCONTRACTORS

13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.
Article 14. GENERAL

a) Articles 2 and 7 of this Agreement shall survive the termination or expiration of this Agreement.

b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

c) Time shall be of the essence of this Agreement.

d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

h) The Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.
SCHEDULE D
Protocols for Security of Government Information on Information Technology Assets of Contractors

The Prime Consultant should confirm with the Client and Department of Municipal Affairs whether the Prime Consultant will be required to use information technology resources, including computers, of the Client or the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Client or Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant's own information technology resources.

• All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

• Unless specifically authorized by the Prime Consultant's Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other Information technology systems to any Client or Government network.

• The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

• The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information or which will be connected via a network to any computer which will contain Confidential Information.

• Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

• Where a Prime Consultant will be granted access to the Client or Government computer network during the course of the work in addition to the requirements noted above, the Prime Consultant shall not:

  Share personal computer drives or folders on a computer accessing the network, or

  Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

• These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted Sub-Consultants of the Prime Consultant and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted Sub-Consultants are aware of these restrictions and are in compliance herewith.
For the purposes of Schedule 0, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant's Sub-Consultants that is of a non-confidential nature need not be encrypted.
THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this day of

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Department of Advanced Education Services

(“the Client”)

AND: Grant Thornton LLP

(“the Consultant”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions
In addition to the terms defined in the General Terms and Conditions attached as Schedule “C”, the following words and phrases shall have the following meanings:

a. “Contract Documents” shall mean and include:
   i. This head agreement (the “Head Agreement”);
   ii. The Scope of Work attached as Schedule “A”;
   iii. The General Terms and Conditions attached as Schedule “B”; and

b. “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant’s Work
The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the “Work”). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. Payment

1.1 Consideration
For the satisfactory performance of the consultative services, the Client shall pay to the Consultant a sum not to exceed $8,000 plus HST for the year ended March 31, 2015 for professional fees.

1.2 Reimbursement of Expenses
An administrative fee of 7% will be added to professional fees to cover out of pocket expenses such as telephone, courier, photocopies, etc. All other costs incurred by the Consultant in the completion of this review are the responsibility of the Consultant unless approved in writing by the Client.

1.3 Payment General

(a) The Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of eight thousand and five hundred and sixty dollars ($8,560.00) for the year ended March 31, 2015 and that a minimum of ten percent (10%) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.

(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client’s internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to
remedy errors or omissions in the Work for which the Consultant is responsible.

(h) The Consultant shall submit invoices to:

Department of Advanced Education & Skills
P. O. Box 8700
St. John's, NL
A1B 4J6
Attention: Brad Fisher

4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Mr. Bren Hanlon
Department of Advanced Education and Skills
P. O. Box 8700
St. John's, NL
A1B 4J6

Phone: 729-5140
Fax: 729-0767
Email: brenhanlon@gov.nl.ca

For the Consultant:

Kim Simms
Grant Thornton LLP
Suite 300
15 International Place
St. John's, NL
A1A 0L4

Phone: 778-8807
Fax: 722-7892
Email: Kim.Simms@ca.gt.com
Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. **Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. **Representations and Warranties**

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

7. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

8. **Start and Completion Date**

The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

<table>
<thead>
<tr>
<th>Start Date:</th>
<th>January 13, 2016</th>
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<tr>
<td>Completion Date:</td>
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9. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.
10. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.

11. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

Minister of Department of Advanced
Education and Skills or
his/her authorized designate

Grant Thornton LLP

[Blacked Out]

[Blacked Out]

Date: Jan 29, 2016
SCHEDULE “A”
SCOPE OF WORK

1.0 SCOPE
The Review Engagement is to be performed at the provincial level. The services required are with respect to the Review Engagement of Labour Market Agreement for Persons With Disabilities (LMAPD) Agreement for the year ended March 31, 2015.

2.0 REVIEW ENGAGEMENT OBJECTIVES
The Accountant will perform a Review Engagement of LMAPD Annual Claims. The objectives for the Review Engagement to be conducted on these are as follows:

(a) prepare a Review Engagement Plan which includes specific Review Engagement procedures for basic claim components and detailed Review Engagement procedures for selected programs;
(b) present the Review Engagement Plan for approval to the Departmental Controller prior to commencement of field work;
(c) review claims and supporting documentation made available by Newfoundland and Labrador;
(d) conduct a review of approved agreements;
(e) provide verbal reports, as required by the Departmental Controller, with respect to the progress of Review Engagement of the LMAPD Annual claims documents and any other item(s) reviewed;
(f) provide a detailed written Annual Review Engagement Report to the Departmental Controller, with respect to the LMAPD Annual claims and any other item(s) reviewed; and to make available to the Province the technical expertise of its personnel when the source or relevance of issues raised in the reports needs to be documented or explained.

3.0 REQUIRED OUTPUT
The Accountants will be obligated to provide the Departmental Controller with a completed Review Engagement Report for the March 31, 2015 fiscal year of LMAPD Annual claims in accordance with the provisions of the Labour Market Agreement for
Persons With Disabilities Agreement between Newfoundland and Labrador and Service Canada.

3.1 MANAGEMENT OF REVIEW ENGAGEMENT CONTRACT
On a day to day basis, the agreements are managed by the Departmental Controller. The Departmental Controller is responsible for the approval of the Review Engagement plans, monitoring and reviewing progress of the Review Engagements, and review and approval of draft Review Engagement reports.

Review Engagement report will be addressed to the Departmental Controller. Additional copies, as requested, should also be forwarded.
## SCHEDULE “B”

### GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

Article – 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client shall be entitled to rely upon the accuracy of the information received from the Client except for information in respect of which the Client expressly states that the accuracy of the information is not being guaranteed by the Client. In respect of such information the Consultant shall review the information for accuracy and applicability.

1.2 Where obvious discrepancies, omissions or obscurities in the information received are clearly evident, the Consultant will bring such matters reasonably within their knowledge to the attention of the Client. In that event, the Client shall provide instructions to the Consultant as how to proceed or shall provide further information to clarify the discrepancy, omission or obscurity in question.

Article – 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article "Confidential Information" means:

a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

d) all personal information, as defined by from time to time under the Access to Information and Protection of Privacy Act, SNL2002 cA-1.1, to mean recorded information about an identifiable individual, including

I. the individual’s name, address or telephone number,

II. the individual’s race, national or ethnic origin, colour, or religious or political beliefs or association,

III. the individual’s age, sex, sexual orientation, 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 care status or history, including a physical or mental disability.

VII. Information about the individual's educational, financial, criminal or employment status or history.

VIII. The opinions of a person about the individuals, and

IX. The individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

e) all Information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

f) Confidential Information shall not include any information which:

I. at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or

II. is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law or as a result of the Consultant's obligations to the Newfoundland Institute of Chartered Accountants and/or the Canadian Public Accountability Board, which may include a subpoena or other similar process or in connection with litigation, arbitration, or such other proceeding or by virtue of an Act or Regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.
2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation, computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom, are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the Information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's Information in the Consultant's possession. The Client acknowledges the Consultant has a proprietary interest in its planning tools, methodology, report format and other templates and nothing herein purports to transfer that interest to the Client. The Client further agrees that the Consultant shall be permitted to retain a copy of the report and other material in order to support its files for professional and legal purposes.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client except for a copy of the Confidential Information as required by the Consultant's obligations to the Newfoundland Institute of Chartered Accountants and/or the Canadian Public Accountability Board.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL 2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's
own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “C”, unless otherwise advised by the Client, and this includes:

   i. complying with all alterations or updates of Schedule “C” as may be provided to the Consultant from time to time; and

   ii. adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule “C” and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule “C”.

2.9 The Consultant shall:

a) notify the client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client’s information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

e) refer to and allow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/CIVIL/atipp/default.htm

Article – 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will request the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

3.2 The Consultant shall not alter, remove or replace the employees or representatives indicated in the Scope of Work without prior written approval by the Client except for the removal or replacement of employees as a result of an employee's resignation, termination or illness.

3.3 Subject to the prior written consent of the Client and to such terms as the Client may require, the Consultant may alter, remove or replace employees or Representatives indicated in the Scope of Work as a result of an employee's vacation provided such alteration, removal or replacement shall not impair completion of the Work.

Article – 4. ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies in effect from time to time at the Client’s facilities.

Article – 5. RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article 6. TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and payment(s), as stipulated in the Agreement, has been issued to the Consultant.

6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment from any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto. The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article 7. LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant's Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs, and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

7.4 The Client shall indemnify and save harmless the Consultant in respect of all losses, costs, charges, or expenses incurred by the Consultant and its agents as a result of actions, claims or awards for compensation, made or brought by, against, suffered by or imposed upon the Consultant by a third party as a result of or related to actions or inaction of the Client in relation to, or the Client's performance of, this Agreement.
7.5 In any action, claim, loss or damage arising out of the commitments of this Article 7, the Parties agree that in no event shall either Party

7.5.1 look to or pursue the directors, officers or employees of the other for satisfaction of any claim or cause of action arising under this Agreement, including any liability, damages, expenses or losses of any nature;

7.5.2 be liable for

7.5.2.1 indirect, special or consequential damages as a result of the action or inaction of either under this Agreement; or

7.5.2.2 consequences of events of force majeure that are beyond the control of that party;

and that in any event no Party shall be liable to the other Party, whether the claim be in tort, contract or otherwise, for an amount in excess of five (5) times the professional fees paid by the Client to the Consultant for the engagement.

Article – 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant’s Representatives in the performance of the Work.

Article – 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the Parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 9.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.
Article – 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article – 11. USE OF WORK

11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article – 12. CONFLICT OF INTEREST

12.1 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

12.2 The Consultant and the Consultant’s Representatives:

a) shall conduct all duties related to this Agreement with impartiality;

b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;

c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

d) shall 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 any duties related to this Agreement.

Article – 13. SUBCONTRACTORS

13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.
Article - 14. GENERAL

a) Articles 2 and 7 of this Agreement shall survive the termination or expiration of this Agreement.

b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonable have foreseen and guarded against.

c) Time shall be of the essence of this Agreement.

d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

h) The Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.
SCHEDULE C
Protocols for Security of Government Information on Information Technology Assets of Contractors

The Prime Consultant should confirm with the Client and Department of Municipal Affairs whether the Prime Consultant will be required to use information technology resources, including computers, of the Client or the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Client or Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant’s own information technology resources.

• All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

• Unless specifically authorized by the Prime Consultant’s Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Client or Government network.

• The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

• The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc.) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

• Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

• Where a Prime Consultant will be granted access to the Client or Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
  o Share personal computer drives or folders on a computer accessing the network; or
  o Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

• These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted Sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted Sub-Consultants are aware of these restrictions and are in compliance herewith.

• For the purposes of Schedule 0, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant's Sub-Consultants that is of a non-confidential nature need not be encrypted.
THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this day of 

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of the Department of Advanced Education and Skills

("the Client")

AND: Grant Thornton LLP

("the Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions
   In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

   a. "Contract Documents" shall mean and include:
      i. This head agreement (the "Head Agreement");
      ii. The Scope of Work attached as Schedule "A";
      iii. The General Terms and Conditions attached as Schedule "B"; and
      iv. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "C".

   b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Consultant's Work
   The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work"). The Work shall be performed by the Consultant to the satisfaction of the Client.
3. Payment

1.1 Consideration
For the satisfactory performance of the consultative services, the Client shall pay to the Consultant a sum not to exceed $19,550 plus HST for professional fees.

1.2 Reimbursement of Expenses
An administrative fee of 7% will be added to professional fees to cover out of pocket expenses such as telephone, courier, photocopies, etc. All other costs incurred by the Consultant in the completion of this audit are the responsibility of the Consultant unless approved in writing by the Client.

1.3 Payment General

(a) The Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of twenty thousand, nine hundred and nineteen dollars ($20,919) and that a minimum of ten percent (10 %) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.

(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

(c) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

(d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.

(e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.

(f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.
(h) The Consultant shall submit invoices to:
Department of Advanced Education and Skills
P. O. Box 8700
St. John's, NL
A1B 4J6

Attention: Bren Hanlon

4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Bren Hanlon
Department of Advanced Education and Skills
P. O. Box 8700
St. John's, NL
A1B 4J6

Phone: 729-5140
Fax: 729-0767
Email: Bren.Hanlon@gov.nl.ca

For the Consultant:

Kim Simms
Grant Thornton LLP
Suite 300
15 International Place
St. John's, NL
A1A 0L4

Phone: 778-8807
Fax: 722-7892
Email: Kim.Simms@ca.gt.com

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;

(b) As of the date on which they are sent where delivery is by fax, e-mail or other means of electronic communication; and

Six (6) days after delivery to Canada Post Corporation where the postal service is used.
Entire Agreement
It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. Representations and Warranties
The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

8. Start and Completion Date
The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

Start Date: May 1, 2016
Completion Date: September 30, 2016

9. Effective Date
The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

10. Paragraph Numbering
In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.
11. **Countenparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

**HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR**

__________________________
Minister of Department of Advanced Education and Skills or his/her authorized designate

Grant Thornton LLP

__________________________
Authorized Signature

Date: May 1/16
SCHEDULE “A”
SCOPE OF WORK

The Consultant shall complete the work and/or perform the following services:

TERMS OF REFERENCE

Audit of the

CANADA/NEWFOUNDLAND AND LABRADOR AGREEMENT ON TARGETED INITIATIVE FOR OLDER WORKERS
April 1, 2013 to March 31, 2015

1.0 Introduction

On August 31, 2007 the Government of Canada and the Government of Newfoundland and Labrador (NL) signed the Targeted Initiative For Older Workers (TIOW) Agreement under which Canada agreed to provide financial support to NL, on a cost-shared basis, towards the costs of projects that will provide unemployed older workers in vulnerable communities in NL with programming aimed at increasing their employability, reintegrating them into employment and ensuring they remain active and productive labour market participants while their communities undergo adjustment.

2.0 Audit Objectives/Scope

Section 22 of the Agreement requires that for each fiscal year the Province will submit to Canada a report containing:

➤ An audited financial statements showing payments made during the fiscal year in relation to the eligible expenditures. The financial statements will be prepared in accordance with Generally Accepted Accounting Principles and be in a format with a sufficient level of detail to support monitoring and reporting of the disposition of the funding provided to NL during the fiscal year under this agreement. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards.

➤ The financial statements shall be accompanied by a statement by Provincial Manager, Community Employment Initiatives, Department of Advanced Education and Skills, certifying that the amount of the Eligible Costs claimed by NL, and for which NL was reimbursed by Canada under the Agreement, was in accordance with the terms and conditions of the Agreement.

3.0 Management of Audit Contract

On the day to day basis, the TIOW Agreement is managed by the Employment Services Division within the Department of Advanced Education and Skills (herein referred to as the Department). The Department is responsible for monitoring and reviewing the implementation of projects.
The audit contract is being funded by the Federal Government under the "Targeted Initiative for Older Workers". The contract is being administered by the Department and will be managed by the Director of Employment Services and the Department's Manager of Employment Services.

4.0 **Client Support**

The following will be the responsibility of the Department as it relates to the performance of the audit contract:

- to provide a copy of all relevant documentation necessary to perform the audit, including:
  - amendments (if any);
  - correspondence approving individual projects and/or relating to administration of the Agreement itself; and
  - project payment authorizations.

- to provide other information, explanations and advice as may be required in carrying out the audits; and

- to arrange with the party being audited to provide the auditing firm with access to all relevant records.

5.0 **Form of Audit Reports**

Audit reports will be prepared in accordance with Generally Accepted Auditing Standards and practices and in a form prescribed by Canada. Audit reports will be addressed to the Deputy Minister of the Department. Additional copies, as requested, should also be forwarded to the Departmental Controller of the Department.

6.0 **Audit Time Schedule**

The audit report for the 2013-14 and 2014-15 fiscal year is to be completed no later than September 30, 2016.

The audit firm shall make itself available, if necessary, at the appropriate time to discuss these reports with designated provincial officials.
SCHEDULE "B"

GENERAL TERMS AND CONDITIONS

Article 1 - Information Supplied by the Client
Article 2 - Confidentiality, Materials and Copyright
Article 3 - Employees of the Consultant
Article 4 - Access to Facilities
Article 5 - Records and Audit
Article 6 - Termination
Article 7 - Liability
Article 8 - Compliance with Law
Article 9 - Arbitration
Article 10 - Laws Governing
Article 11 - Use of Work
Article 12 - Conflict of Interest
Article 13 - Subcontractors
Article 14 - General
GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client shall be entitled to rely upon the accuracy of the information received from the Client except for information in respect of which the Client expressly states that the accuracy of the information is not being guaranteed by the Client. In respect of such information the Consultant shall review the information for accuracy and applicability.

1.2 Where obvious discrepancies, omissions or obscurities in the information received are clearly evident, the Consultant will bring such matters reasonably within their knowledge to the attention of the Client. In that event, the Client shall provide instructions to the Consultant as to how to proceed or shall provide further information to clarify the discrepancy, omission or obscurity in question.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article "Confidential Information" means:

a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

d) all personal information, as defined by from time to time under the Access to Information and Protection of Privacy Act, SNL2002 cA-1.1, to mean recorded information about an identifiable individual, including

I. the individual's name, address or telephone number,

II. the individual's race, national or ethnic origin, colour, or religious or political beliefs or association,

III. the individual's age, sex, sexual orientation, 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 care status or history, including a physical or mental disability.

VII. Information about the individual's educational, financial, criminal or employment status or history,

VIII. The opinions of a person about the individuals, and

IX. The individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

f) Confidential Information shall not include any information which:

I. at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or

II. is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law or as a result of the Consultant's obligations to the Newfoundland Institute of Chartered Accountants and/or the Canadian Public Accountability Board, which may include a subpoena or other similar process or in connection with litigation, arbitration, or such other proceeding or by virtue of an Act or Regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation, computer printouts and computer models and all
copyrights thereto and all patents, trademarks and industrial designs arising therefrom, are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Consultant's possession. The Client acknowledges the Consultant has a proprietary interest in its planning tools, methodology, report format and other templates and nothing therein purports to transfer that interest to the Client. The Client further agrees that the Consultant shall be permitted to retain a copy of the report and other material in order to support its files for professional and legal purposes.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client except for a copy of the Confidential Information as required by the Consultant's obligations to the Newfoundland Institute of Chartered Accountants and/or the Canadian Public Accountability Board.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, CM-1.01, and the Privacy Act, RSNL 1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;
b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:

i. complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and

ii. adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

2.9 The Consultant shall:

a) notify the client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

e) refer to and allow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: http://www.justice.gov.nl.ca/just/CIVIL/attip/default.htm
Article 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will request the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

3.2 The Consultant shall not alter, remove or replace the employees or representatives indicated in the Scope of Work without prior written approval by the Client except for the removal or replacement of employees as a result of an employee’s resignation, termination or illness.

3.3 Subject to the prior written consent of the Client and to such terms as the Client may require, the Consultant may alter, remove or replace employees or Representatives indicated in the Scope of Work as a result of an employee’s vacation provided such alteration, removal or replacement shall not impair completion of the Work.

Article 4. ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies in effect from time to time at the Client’s facilities.

Article 5. RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article 6. TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and payment(s), as stipulated in the Agreement, has been issued to the Consultant.
6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment from any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto. The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article 7. LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant’s Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs, and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

7.4 The Client shall indemnify and save harmless the Consultant in respect of all losses, costs, charges, or expenses incurred by the Consultant and its agents as a result of actions, claims or awards for compensation, made or brought by, against, suffered by or imposed upon the Consultant by a third party as a result of or related to actions or inaction of the Client in relation to, or the Client’s performance of, this Agreement.

7.5 In any action, claim, loss or damage arising out of the commitments of this Article 7, the Parties agree that in no event shall either Party

7.5.1 look to or pursue the directors, officers or employees of the other for satisfaction of any claim or cause of action arising under this Agreement, including any liability, damages, expenses or losses of any nature;

7.5.2 be liable for
7.5.2.1 indirect, special or consequential damages as a result of the action or inaction of either under this Agreement; or

7.5.2.2 consequences of events of force majeure that are beyond the control of that party;

and that in any event no Party shall be liable to the other Party, whether the claim be in tort, contract or otherwise, for an amount in excess of five (5) times the professional fees paid by the Client to the Consultant for the engagement.

Article – 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker’s Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant’s Representatives in the performance of the Work.

Article – 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the Parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 9.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

Article – 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
Article – 11. USE OF WORK

11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article – 12. CONFLICT OF INTEREST

12.1 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

12.2 The Consultant and the Consultant’s Representatives:

a) shall conduct all duties related to this Agreement with impartiality;

b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;

c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

d) shall 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 any duties related to this Agreement.

Article – 13. SUBCONTRACTORS

13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

Article – 14. GENERAL

a) Articles 2 and 7 of this Agreement shall survive the termination or expiration of this Agreement.

b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonable have foreseen and guarded against.

c) Time shall be of the essence of this Agreement.
d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

h) The Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE B
SCHEDULE C
Protocols for Security of Government Information on Information Technology Assets of Contractors

The Prime Consultant should confirm with the Client and Department of Municipal Affairs whether the Prime Consultant will be required to use information technology resources, including computers, of the Client or the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Client or Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/ or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically authorized by the Prime Consultant’s Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Client or Government network.

- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- Where a Prime Consultant will be granted access to the Client or Government computer network during the course of the work in addition to the requirements noted above, the Prime Consultant shall not:

  Share personal computer drives or folders on a computer accessing the network; or
  
  Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted Sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted Sub-Consultants are aware of these restrictions and are in compliance herewith.

- For the purposes of Schedule 0, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant’s Sub-Consultants that is of a non-confidential nature need not be encrypted.
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this 13 day of April, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Clerk of Executive Council
            ("the Client")

AND: M5 Marketing Communications Inc.
      ("the Agency")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

1. Definitions
   In addition to the terms defined in the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

a. "Contract Documents" shall mean and include:
   i. This head agreement (the "Head Agreement");
   ii. The Scope of Work attached as Schedule "A";
   iii. The Special Terms and Conditions attached as Schedule "B";
   iv. The General Terms and Conditions attached as Schedule "C";
   v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D"; and
   vi. Request for Proposals (RFP) for a Marketing Agency of Record dated February 18, 2015, and the proposal received from the Agency dated March 11, 2015.

b. "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

2. The Agency's Work
   The Agency shall do all things necessary to fulfill all of the obligations of the Agency as set out in the Contract Documents (the "Work"). The Work shall be performed by the Agency to the satisfaction of the Client. The Agency shall follow approval procedures for the Work as follows:
All creative and media plans shall contain descriptions of the proposed advertisements and publications, detailed information regarding target audience, reach, frequency, and impact together with rationale and data supporting the plan.

The Agency shall submit to the Client, for approval to proceed, the initial draft, test, and design of any proposed materials for broadcast, publication, and distribution. The Agency shall not broadcast, publish, or distribute the material until such time as the Client has provided approval of the final product.

3. Payment

3.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with this Article and the proposal put forward by the Agency. All costs for projects undertaken by this contract, including the development of a marketing strategy and implementation plan, will be estimated by the Agency in advance and approved by the Client as a single cost (the "Estimate"). All projects shall be billed in accordance with the Estimate for the project.

The Client reserves the right to cancel or reject plans or schedules after final approval but in such event, agrees to assume the Agency’s liability for the project costs already incurred.

The Agency shall not incur any cost for services, including production services, prior to the Estimate being approved by the Client. Following receipt of approval of the Estimate, the Agency shall only incur costs provided for in the Estimate for the particular services or material approved in writing by the Client.

Subject to Article 3.3, upon presentation of monthly itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Agency, for the satisfactory performance of the Work, using the following time rate schedule (plus HST):

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior VP Account Services</td>
<td>$150</td>
</tr>
<tr>
<td>Senior VP, Strategy</td>
<td>$150</td>
</tr>
<tr>
<td>Account Director</td>
<td>$150</td>
</tr>
<tr>
<td>Account Manager/Production Manager</td>
<td>$90</td>
</tr>
<tr>
<td>Chief Creative Director</td>
<td>$175</td>
</tr>
<tr>
<td>Creative Director</td>
<td>$150</td>
</tr>
<tr>
<td>Assistant Creative Director/Writer</td>
<td>$125</td>
</tr>
<tr>
<td>Art Director</td>
<td>$110</td>
</tr>
<tr>
<td>Graphic Artist</td>
<td>$80</td>
</tr>
<tr>
<td>Media Director</td>
<td>$150</td>
</tr>
<tr>
<td>Media Planner</td>
<td>$120</td>
</tr>
<tr>
<td>Vice President, Digital</td>
<td>$150</td>
</tr>
<tr>
<td>Digital Technical Director</td>
<td>$110</td>
</tr>
<tr>
<td>Senior Digital Media Planner</td>
<td>$110</td>
</tr>
<tr>
<td>Role</td>
<td>Fee</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Vice President, Research (MVO)</td>
<td>$150</td>
</tr>
<tr>
<td>Director, Client Services (m5 Interactive)</td>
<td>$150</td>
</tr>
<tr>
<td>General Manager (Wavelight)</td>
<td>$150</td>
</tr>
<tr>
<td>Producer (Wavelight)</td>
<td>$150</td>
</tr>
</tbody>
</table>

3.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Agency's expenses pursuant to this Agreement shall be made to the Agency, only if included in the pre-approved project Estimate. The Client shall only be responsible for the following reimbursable expenses, provided the Agency can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement:

a) Net Media and Production disbursements plus 17.5% commission;

b) Miscellaneous costs (couriers, faxes, copies, long-distance calls, taxis) are billed at net;

c) All travel costs (accommodations, mileage, meals) shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower than the actual costs incurred by the Agency.

3.3 Payment General

a) The Parties agree and confirm that total amounts payable for the projects under this contract shall not exceed the Estimate, and that a minimum of ten percent (10%) of the total fees payable for each project will be withheld until such time as the project is completed to the satisfaction of the Client.

b) The Agency shall remain obligated to complete each project notwithstanding that the actual costs of the Agency, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the Estimate.

c) The Parties agree and confirm that as set out in section 25(5) of the Financial Administration Act, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

d) Payment will be made within 60 calendar days of receipt of a properly documented invoice.
e) All invoices shall clearly show the amount of HST billed by the Agency as a separate item.

f) The Agency shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Agency as may be reasonably required for the purposes of the Client's internal accounting systems. The Agency agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

g) The Client shall not be responsible to pay any amounts invoiced by the Agency which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Agency is responsible.

h) The Agency shall submit invoices to:
Executive Council
Marketing and Brand Management Division
P. O. Box 8700
St. John's, NL A1B 4J6
lspurrell@gov.nl.ca

4. Reports and Information

Where this Agreement covers a number of potential projects for various Government departments, the Agency shall, as required by the Client, provide interim progress reports describing the activities, achievements, successes and problems for each individual project undertaken.

The Agency shall provide the Client with such reports concerning the progress of all Work as the Client may from time to time request, including information collected pursuant to the Schedule "A" of this Agreement.

The Agency shall provide the Client with copies of all reports, studies, artwork, photos, video, and creative produced by the Agency in carrying out the Work. In addition, the Agency shall provide the Client with advance copies of final drafts of such reports, studies, artwork, photos, video, and creative, and any subsequent amendments.

5. Intellectual Property

All intellectual property developed under this Agreement including all data, specifications, concept plans, designs, rationales, presentation materials, reports, all final artwork, photos, video, and related information produced by the Agency in completing this Work and all files, documentation and final artwork files are the sole and exclusive property of the Government of Newfoundland and Labrador, and must be delivered to the Marketing and Brand Management Division, Executive Council, at the conclusion of each project undertaken under this contract. The rights of the Client under
this Article are in addition to any rights contained in the General Terms and Conditions attached as Schedule “C”.

6. **Notices**

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

**For the Client:**

Linda Spurrell  
Marketing and Brand Management Division  
Executive Council  
P. O. Box 8700  
St. John’s, NL A1B 4J6  

Phone: 709-729-0075  
Email: lspurrell@gov.nl.ca

**For the Agency:**

Susan Clarke  
Senior VP, Client Services  
M5 Marketing Communications  
42 O’Leary Ave.  
P. O. Box 13385, Stn. A  
St. John’s, NL A1B 4B7  

Phone: 709-738-5117  
Fax: 709-754-3990  
Email: sclarke@m5.ca

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;

(b) As of the date on which they are sent where delivery is by telex or other means of electronic communication; and

(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

7. **Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing.
and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

8. **Representations and Warranties**

The Agency hereby represents and warrants that every fact stated or represented by the Agency or its Representatives to the Client in connection with any proposal made by the Agency in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

9. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

10. **Start and Completion Date**

The Agency shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

- **Start Date:** April 13, 2015
- **Completion Date:** March 31, 2016

A one (1) year extension to this Agreement may be awarded for the period commencing April 1, 2016 and ending on and including March 31, 2017. Extensions to the Agreement will be awarded based on the successful completion of an Agency performance assessment. This review is necessary, but not a sufficient condition, for the discretionary one (1) year extension. That is, any such extension is at the sole discretion of the Client.

11. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

12. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.
13. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

**HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR**

**JULIA MULLALEY**

Clerk of the Executive Council

**M5 Marketing Communications Inc.**

**SUSAN CLARKE**

Senior Vice President, Client Services

Date: **April 13/15**
SCHEDULE "A"

SCOPE OF WORK

On a non-exclusive basis, the Agency shall complete the Work and/or perform the services as per the appended Request for Proposals (RFP) for a Marketing Agency of Record dated February 18, 2015, and the proposal received from the Agency dated March 11, 2015. Additional contract deliverables under the Agreement are outlined as follows:

Summary of Activities:

As outlined in the Request for Proposals (RFP) and m5 marketing communications' response to this RFP, the Agency shall complete the following work:

a) Host a Brand Summit – a full-day, off-site, interactive project strategy session, hosted by m5 for 8-12 Government participants from a cross-section of Government departments.

b) Develop a Brand Marketing Strategy and Implementation Plan which will provide overarching guidelines for the delivery of Government marketing campaigns and activities on a provincial and national level. Additional briefings for senior officials to outline the marketing strategy will be included in the Implementation Plan.

c) Develop a creative blueprint, including visual cues and expressions, key messages, and common look and feel elements to be used by Government departments.

d) Work in close coordination with the Marketing and Brand Management Division to deliver a range of activities and campaigns as identified by Government departments during the period identified. Project plans and associated budgets for these activities and campaigns will be pre-approved by the Marketing and Brand Management Division and relevant Government department. As well, an evaluation framework for the strategy and key campaigns will be designed to measure results derived from this contract.

The range of services to be provided by the Agency may include the following:

- Strategy Development
- Account Management and Planning
- Creative Development
- Art Direction
- Graphic Design
- Copywriting
- Media Buying/Planning
- Marketing Research
- Photography
- Printing and Production of Promotional Materials
- Website Development/Management
- Television and Video Production

e) Provide ongoing strategic counsel to the Marketing and Brand Management Division on strategy implementation during the period outlined.
**Monitoring and Reporting Requirements:**

The Marketing and Brand Management Division, Executive Council will manage and administer this contract and will oversee all Work undertaken by the Agency. A Steering Committee comprised of representatives from various departments within government will provide input and support to the Agency and the Marketing and Brand Management Division as needed.

In addition to the requirements listed in the Head Agreement, the Agency will be responsible for providing regular progress reports to the Client. These progress reports will minimally include:

a) Weekly status reports on all activities, submitted in written form which outlines project details, status and next steps;

a) Regular face-to-face meetings to review current projects and briefings on new projects;

b) Project briefs at the start of all projects which detail key milestones, project scope and budget;

c) Creative briefs on each project which provide clear direction on the creative challenge, strategic background required, brand positioning, key messaging and target audiences;

d) Periodic program evaluation reports detailing measurable results whenever available, particularly for online tactics;

e) Final project reports outlining the work undertaken, cost and any measurable results available.
SCHEDULE "B"

SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions of this contract are as follows:

1.0 Article 6 of the General Terms and Conditions is amended by deleting article 6.2 and substituting the following:

6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of one hundred and twenty (120) days written notice to the other, terminate this Agreement. The Client may immediately terminate this Agreement in writing where the Agency is in breach of any of its undertakings under the Agreement. In that event, no further payment shall be made to the Agency, except for an amount owing and accrued to the time of notice of breach in writing.

2.0 Article 6 of the General Terms and Conditions is amended by adding Article 6.4 as follows:

6.4 Termination Assistance

In the event of termination of this Agreement, pursuant to Article 6 of Schedule "C", the following transition protocol shall be followed by the Agency:

a) Upon termination or expiration of this Agreement for any reason, the Agency shall provide the assistance necessary to ensure a smooth transition to a new Agency, without interruption of marketing services, and with a minimum of Client inconvenience.

b) The Agency in fulfillment of its obligations in (a) shall provide, at a minimum, the following specific services to assist in the Agency migration:

i. Prepare a transition plan that sets forth the respective tasks to be accomplished by each party in commencing with the orderly transition to a new Agency and a schedule for when the tasks will be completed;

ii. Provide a detailed list of specifications for software, hardware, equipment and technical and business processes to properly perform the Work previously provided by the Agency;

iii. Assist the Client in acquiring any necessary rights to access and use any other systems and documentation then being used by the Agency for provision of the services to the Client under the Agreement.

v. Make available to the Client any third party services then being utilized by the Agency in performance of the Work, at the best terms and conditions which can be made available from the third party source.

c) Upon fulfillment of its obligations under sections (a) and (b), the Agency shall be entitled to be paid for its services, at the rates set out in this Agreement, for all assistance necessary to comply with its obligations for termination assistance.
3.0 Article 12 of the General Terms and Conditions is amended by adding Article 12.2 (e) as follows:

The Agency undertakes not to represent or counsel a client whose commercial and business activities are in conflict with the activities of the Client and neither will the Agency represent or counsel a client when this would, in the judgment of the Client, impair its ability to perform its duties and responsibilities under this Agreement.

4.0 Article 14 of the General Terms and Conditions is amended by deleting article 14(a) and substituting the following:

(a) Articles 2, 6.4 and 7 of this Agreement shall survive the termination or expiration of this Agreement.

5.0 Where in Schedule "C" or "D" the word "Consultant" appears, please substitute the word "Agency".

[Signature]
Clerk of the Executive Council

M5 Marketing Communications Inc.
<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
</tr>
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<tbody>
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<td>Employees of the Consultant</td>
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</tr>
<tr>
<td>Article 8</td>
<td>Compliance with Law</td>
</tr>
<tr>
<td>Article 9</td>
<td>Arbitration</td>
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<tr>
<td>Article 10</td>
<td>Laws Governing</td>
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<tr>
<td>Article 11</td>
<td>Use of Work</td>
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<tr>
<td>Article 12</td>
<td>Conflict of Interest</td>
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<tr>
<td>Article 13</td>
<td>Subcontractors</td>
</tr>
<tr>
<td>Article 14</td>
<td>General</td>
</tr>
</tbody>
</table>
GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.

1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

2.1 For the purposes of this Article "Confidential Information" means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL.2002 cA-1.1, or the Personal Health Information Act, SNL.2008 cP-7.01, to mean recorded information about an identifiable individual, including

(i) the individual's name, address or telephone number,

(ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual's age, sex, sexual orientation, 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 care status or history, including a physical or mental disability,

(vii) information about the individual's educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and

(f) Confidential Information shall not include any information which;

(i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatatives, or

(ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include a subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an Act or Regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

2.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation, computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom, are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however
arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Consultant's possession.

2.5 The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in this jurisdiction, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL 2005, CM-1.01, the Privacy Act, RSNI 1990 CP-22, and Personal Health Information Act, SNL 2008 CP-7.01, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents. The Client may be compelled to disclose financial information pursuant to the first cited Act.

2.7 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;

(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:
(i) complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

2.8 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

2.9 The Consultant shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;

(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at http://www.justice.gov.nl.ca/just/CIVIL/afpp/default.htm.

Article 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.
3.2 The Consultant shall not alter, remove or replace the employees or representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 4. ACCESS TO FACILITIES

4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.

4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 5. RECORDS AND AUDIT

5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 6. TERMINATION

6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and payment(s), as stipulated in the Agreement, has been issued to the Consultant.

6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement. In respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto. The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.
Article - 7. LIABILITY

7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant's Representatives.

7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

Article - 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant's Representatives in the performance of the Work.

Article - 9. ARBITRATION

9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, if that has not been resolved pursuant to Article 9.1, either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.
Article - 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 11. USE OF WORK

11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article - 12. CONFLICT OF INTEREST

12.1 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

12.2 The Consultant and the Consultant's Representatives:
   (a) shall conduct all duties related to this Agreement with impartiality;
   (b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
   (c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
   (d) shall 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 any duties related to this Agreement.

Article - 13. SUBCONTRACTORS

13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.

13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.
Article - 14. GENERAL

(a) Articles 2 and 7 of this Agreement shall survive the termination or expiration of this Agreement.

(b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereof which they could not reasonably have foreseen and guarded against.

(c) Time shall be of the essence of this Agreement.

(d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

(f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(h) The Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE C.
SCHEDULE “D”

Protocols for Security of Government Information on Information Technology assets of Contractors

The Consultant shall confirm with the client Department whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the Agreement. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) (“Confidential Information”) received from the Government of Newfoundland and Labrador (“Government”) and will be storing, manipulating or accessing that Confidential Information on the Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically separately authorized by the Agreement or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.

- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Consultants are not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc.) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, and Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant’s operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.
• Where a Consultant will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Consultant shall not:
  o Share personal computer drives or folders on a computer accessing the network; or
  o Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

• These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance with them.

END OF SCHEDULE D
Statement of Work: Customized Professional Services
Description of Services for Solimar Workflow Development

Direct Deposit Pay Stubs
December 15, 2015
Prepared By: Allan Collier, Analyst Consultant
Xerox Solution Services

V.1.0

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Xerox Canada Limited
5 Church Hill
St. John’s, NL
A1C 3Z7

December 15, 2015

Toni Ryan, Team Lead - Application Services
Office of the Chief Information Officer
Government of Newfoundland & Labrador
P.O. Box 8700, 40 Higgin’s Line
St. John’s, NL A1B 4J6

Dear Toni,

Thank you for taking the time to review this “Statement of Work” document.

This plan summarizes scope of work, deliverables, stakeholders, constraints, scheduling, and other important details of the implementation plan.

If you have any questions about this document please do not hesitate to bring them to my attention.

Sincerely,

Allan Collier
Analyst Consultant – Solution Services
Xerox Canada Limited
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1. Scope of Work

Included in the Scope of this Work

- Coordinate the kick-off meeting and create the Statement of Work (this document), with work plan reviews and updates (if/where required);
- Work collaboratively with Government of Newfoundland to ensure that the Solimar workflow meets the requirement of the Direct Deposit Pay Stub application;
- Prepare physical site for the Solimar workflow, and create workflow for connectivity between the data source and destination printer; This will occur at an off-peak production time as to not impede daily operations;
- Execute, test, and recycle workflow to accept the Direct Deposit Pay Stub data stream, for submission to the on-site production printer(s) (this will be testing local to the Solimar system);
- Once the workflow has been tested, assist with the migration of the application to production, with connectivity to the data source
- Manage the solution implementation process;
- Co-ordinate any required Technical Support and Service resources to facilitate implementation of solution components;
- Conduct periodic Implementation Review Meetings for status updates, and signing of the transfer agreement at conclusion of the Work; and
- All communications plan to include change control, issues tracking, phase sign-off, and regular Work status reports during the implementation period.

Not Included in the Scope of this Work

- Installation of any Windows OS or any Service Packs;
- Installation of non-Xerox hardware;
- Installation or configuration of any Document Management Systems;
- Installation of any software on operating systems that do not meet the product's system requirements;
- Un-installation or re-installation of product(s) or software application(s) other than Xerox solutions;
- Installation or configuration of any software or hardware that may void any warranty support or service for third-party systems or hardware;
- Data source configuration to submit to the Solimar system;
- Installation of the following required facilities: Ventilation system, telephone lines, desk, shelving;
- Site readiness (details to be mutually agreed upon by Government of Newfoundland and Xerox);
- Fully functional network connections and jacks including any necessary cabling;
- Internal communication to end users noting the changes that are taking place and how to prepare for them;
- Responsibility for any subsequent systems backups after backup to the new system is completed;
- Any custom workflows requiring scripting to configure workflows;
- Travel outside of the immediate local area of St. John’s / Mount Pearl;
- Training on solutions, other than what is specified in this Statement of Work;
- Installation and maintenance of the full network infrastructure, including: internal networks & cabling, internet connections and services, gateways & firewalls, etc.;
- Procurement and installation of any 3rd Party Applications not included in the Xerox Solution;
- Training of additional employees or solutions not designated in SOW; and
- Any Advanced Services or Customization that are not specified in this SOW. If additional services are identified during this implementation, they will be scoped and considered as a Change Request or delivered in a separate Statement of Work (SOW).
2. Work Deliverables

Direct Deposit Pay Stub Workflow Development and Integration Services

The Production Group of Solutions Services will coordinate the efforts of the appropriate internal Xerox, and external customer resources to ensure a fault free development and integration of the direct deposit pay stubs through Solimar.

The key deliverables for the Work are as follows (including customized services):

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Work to be completed</th>
<th>Resources</th>
<th>Validation Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Preparation and Management</td>
<td>Preliminary preparation for the work</td>
<td>• Kick off Meeting&lt;br&gt;• Statement of Work Development&lt;br&gt;• Work Plan Development</td>
<td>Solution Services</td>
<td></td>
</tr>
<tr>
<td>Site Preparation</td>
<td>The existing Solimar environment will be evaluated and prepared for workflow creation</td>
<td>• Solimar will be validated for appropriate placement of workflow for network connection and job submission to printer</td>
<td>Solution Services</td>
<td></td>
</tr>
<tr>
<td>Workflow development</td>
<td>A new Solimar workflow will be configured for the pay stub job submission to the production printers</td>
<td>• A new Solimar workflow will be created, configured, and validated for network connection and job submission to printer. It will print the pay stubs through Solimar to produce the same results as they would be, if sent directly to the printer today.&lt;br&gt;• Test representative data file samples to the workflow to ensure that documents print as expected (recycle as required)</td>
<td>Solution Services</td>
<td></td>
</tr>
<tr>
<td>Migration to production</td>
<td>The pay stub print will be submitted from the data source through Solimar to the production printer</td>
<td>• Print production data of the pay stub application from the data source to the production printers (recycle where required)</td>
<td>Solution Services</td>
<td></td>
</tr>
</tbody>
</table>

If the above specifications that are outlined in this SOW do not conform to your specifications, please consult with Solution Services for changes in scope.

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# 3. Work Team

## Government of Newfoundland (GNL) Team Members

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Responsibilities</th>
<th>Phone/E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bren Hanlon</td>
<td>Work Sponsor</td>
<td>• Responsible for application being developed.</td>
<td>(709) 729-5140</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Business decision / signing authority.</td>
<td></td>
</tr>
<tr>
<td>Richard Brown</td>
<td>On-site Solimar Administrator (Member of</td>
<td>• Supports Solimar host, workstation, and workflow system level changes if required to automate print operations.</td>
<td>(709) 729-7336</td>
</tr>
<tr>
<td></td>
<td>Working Group)</td>
<td>• Assists with communications issues and Solimar configurations in the OCG network environment.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Coordinates and monitors activities of the OCG team members.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Supports Xerox work team and assists to develop and execute the plan and processes for the OCG.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Assists in testing applications.</td>
<td></td>
</tr>
</tbody>
</table>

## Xerox Team Members

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Responsibilities</th>
<th>Phone/E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allan Collier</td>
<td>Implementation Manager, Workflow Consultant/Architect (Member of Working Group)</td>
<td>• Coordinates all aspects of the Implementation Plan.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Assumes ownership of problems related to creation and testing during the implementation, and documents/researches solutions to problems.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Develops action plan and resolutions for Solimar/printer problems if encountered with document migration during implementation.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Provides pricing and general product information.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Acts as the principle Solimar technical resource until work completion.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Assists with host or workstations system level changes, if required, to automate print operations.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Performs and/or assists with key document development and testing as required.</td>
<td></td>
</tr>
</tbody>
</table>

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Communications Plan

<table>
<thead>
<tr>
<th>Communication</th>
<th>Frequency</th>
<th>Originator</th>
<th>Distribution</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xerox Technical Verification Validated</td>
<td>Before Work begins</td>
<td>Xerox Implementation Manager</td>
<td>Working Group</td>
<td>Technical validation must be completed prior to beginning of Work</td>
</tr>
<tr>
<td>Work Implementation Plan</td>
<td>Beginning of Work</td>
<td>Xerox Implementation Manager</td>
<td>Work Sponsor</td>
<td>Sign off of the Work Implementation Plan marks the beginning of the Work; See Item 10: Implementation Schedule</td>
</tr>
<tr>
<td>Work Status Update</td>
<td>Weekly based on timeline</td>
<td>Xerox Implementation Manager</td>
<td>Working Group</td>
<td></td>
</tr>
<tr>
<td>Change Control Form</td>
<td>Any time a change is made to the Implementation Plan</td>
<td>Xerox Implementation Manager</td>
<td>Working Group</td>
<td>See Item 5: Work Change Request (WCR)</td>
</tr>
<tr>
<td>Transfer Acceptance</td>
<td>End of the Work</td>
<td>Xerox Implementation Manager</td>
<td>Work Sponsor</td>
<td>Includes on-going support methodologies</td>
</tr>
<tr>
<td>Issues and Questions Record Log</td>
<td>As issues are raised</td>
<td>Xerox Implementation Manager/Working Group</td>
<td>Working Group</td>
<td>See Item 9: Issues and Questions Record Log</td>
</tr>
</tbody>
</table>

Installation Timeline

It is estimated, based on previous implementations that a statement development will take approximately 4-6 hours to implement, from inception to migration to production. Stability and integrity testing should take an addition week; however testing will be ongoing given the timeline of statements.
Installation Requirements

- Xerox Solution Services will create the Direct Deposit Pay Stub workflow for GNL. Appropriate access to site either physically or virtually must be provide to these Xerox personnel to assist GNL with integration and testing. Any requirement due to unforeseen circumstances that require access will be communicated to GNL before access;
- Environmental conditions, networks, resources, telephone, power, space, and work surfaces for the printers will be similar as for existing/previous Direct Deposit Pay Stub workflows. Environmental setting has been evaluated and has been set for optimal operation of the printers for field operation; and
- No changes should be made to the environment during the period of implementation, so that there is a stable environment for implementation.

Known Constraints

- OCG will continue using the previous print submission process for the Direct Deposit Pay Stub until the new workflow has been tested and migrated to production, so as not to impede the bill print during the install period. Once GNL is satisfied with its operation/performance, the previous bill print can be decommissioned at the discretion of GNL;
- Government of Newfoundland requires a 5 day Lead Time for their respective Change Policies;
- Government of Newfoundland has a schedule of recognized holidays during the Christmas season. Work will not proceed on these days without consent from GNL;
- Installations and testing of the workflow will be completed once SOW has been accepted and a time mutually agreed upon by GNL and Xerox.

Risk Mitigation

To mitigate any risk, we would like to plan this work for off-peak hours as to not impede normal operations. As well, backups of the Solimar systems should have been made by GNL, on recommendation of Xerox when the solution was first installed. As this work will add a net new workflow, independent of other Solimar workflows, as well as the current pay stub application at the printer, there is little risk to the current workflows at OCG.
4. GNL Responsibilities

- Provide sufficient access to Business Staff for the entire timeline of implementation;
- Provide sufficient access to IT Staff for the entire timeline of workflow implementation;
- Provide sufficient access / clearance to the building through Security for the entire timeline of implementation, if required;
- Provide all internal staff required for equipment operation and training;
- Provide required validation of solution and applications;
- Ensure facilities such as power, telephone, space, network connections, environmental conditions, and work surfaces are available and adequate for the implementation (this would be same as existing);
- Connection from the data source to the Solimar system via firewalls, and other connections;
- Access to server or other equipment during business hours; and
- Must provide / make available any required data / documents for testing.

5. Work Change Request (WCR)

Work Change Management is essential for keeping the Work within scope. The purpose of change control is to ensure that only cost justified or mandatory changes are implemented.

Since the business environment is dynamic, changes to the Work may be required during development and execution. Change can impact cost, schedule, performance, and quality. A Change Management Plan will enable the Work team to make cost and benefit tradeoffs based on the analysis of the requested changes. Adherence to formal Change Control procedures also ensures that only approved changes are implemented. A Work Change Form is appended to this document to be used when changes are required. Only the below authorized individuals may sign off on the Work Change Form.

Change Management Authorities:

1. Customer Change Management Authorities

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Telephone(s)</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bren Hanlon</td>
<td>Comptroller</td>
<td>729-5140</td>
<td><a href="mailto:brendhanlon@gov.nl.ca">brendhanlon@gov.nl.ca</a></td>
</tr>
</tbody>
</table>

2. Xerox Canada Ltd. Change Management Authorities

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Telephone(s)</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allan Collier</td>
<td>Consultant</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Work Change Request Form

**Requested by:** [Name]

**Date of Request:** [Date]

## This change will affect:

- Implementation Activities
- Work Schedule
- Other (see change description)

## Change Description

Describe specific details of the desired change, including affected tasks, dates team responsibilities, and deliverables.

---

## Impact:

<table>
<thead>
<tr>
<th>Work Manager fill out this section</th>
<th>Reviewer Comments</th>
<th>Initials</th>
</tr>
</thead>
</table>

**On Schedule:**

**On Task Assignments:**

**On Deliverables:**

**On Cost:**

**Other Impact:**

## Reviewer Signatures

<table>
<thead>
<tr>
<th>Date</th>
<th>Recommendation:</th>
</tr>
</thead>
</table>

- [ ] Approve
- [ ] Decline

---

**Action Taken:**

- [ ] Approved
- [ ] Declined

---

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6. Proposed Schedule

Note: The work is tentative and is subject to change if this workflow integration is not signed by Government of Newfoundland and received by Solution Services on or before the required signing date specified below. Unless otherwise agreed upon by the parties, Solution Services requires two weeks lead time to start a project. In this case, project can be started as soon as possible.

Required Signing Date: ASAP
Proposed Integration Dates: TBD

A “day” is defined as a 7.5 hour day in the local time zone. The work schedule may be adjusted by mutual agreement to accommodate Government of Newfoundland work hours or special circumstances.

7. Price

Government of Newfoundland is responsible for issuing a purchase order for this project, and any estimated expenses prior to the start of the engagement.

<table>
<thead>
<tr>
<th>Work Elements</th>
<th>Resources</th>
<th>Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solimar Workflow Creation</td>
<td>Xerox Analyst Consultant</td>
<td>$855.00</td>
</tr>
<tr>
<td>Solimar Workflow Integration</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If the above specifications that are outlined in this workflow creation do not conform to your specifications, please consult with your Xerox Analyst Consultant for changes in scope. Additional Services or hours required above and beyond this SOW will be communicated to Government of Newfoundland and is billable at $250 per hour.
8. Next Steps

- Work Kick-off meeting
- SOW/Work plan Signoff
- Site Preparation
- Workflow creation, testing and migration

Pre-Implementation Acceptance

Please review the enclosed SOW, and upon acceptance and completion, please sign the below and fax to 1(866)897-1108.

This document is designed to establish a shared understanding between GNL and Xerox on the plan for implementing the Xerox solution. Signature of this section by both GNL and Xerox Solution Services confirms this shared understanding.

Solution Services  Authorized Solution Services Signature  Date

Government of Newfoundland  Authorized Government of Newfoundland Representative Signature  Date

Note: Any handwritten changes have to be initialed by Analyst to be valid

Post Implementation Acceptance

By signing this section, GNL agrees that the services and solutions and deliverables as scoped in the Work plan have been satisfactorily delivered and the implementation is complete.

Solution Services  Authorized Solution Services Signature  Date

Government of Newfoundland  Authorized Government of Newfoundland Representative Signature  Date

Note: Any handwritten changes have to be initialed by Analyst to be valid

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9. Issues and Questions Record Log:

<table>
<thead>
<tr>
<th>Issues/Questions</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 10. Implementation Schedule

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task Name</th>
<th>Start</th>
<th>Duration (hrs)</th>
<th>Completion Status</th>
<th>Resource Names</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Signed</td>
<td>Thu 22/01/16</td>
<td>0</td>
<td>Complete</td>
<td>Xerox Analyst</td>
<td>Complete</td>
</tr>
<tr>
<td>2</td>
<td>Evaluate existing workflows</td>
<td>Thu 21/01/16</td>
<td>0.2</td>
<td>Complete</td>
<td>Xerox Analyst</td>
<td>Complete</td>
</tr>
<tr>
<td>3</td>
<td>Build workflow</td>
<td>Thu 21/01/16</td>
<td>8</td>
<td>Incomplete</td>
<td>Xerox Analyst</td>
<td>Incomplete</td>
</tr>
<tr>
<td>4</td>
<td>Define Inputs</td>
<td>Thu 21/01/16</td>
<td>4</td>
<td>Incomplete</td>
<td>Xerox Analyst</td>
<td>Incomplete</td>
</tr>
<tr>
<td>5</td>
<td>Define queue</td>
<td>Thu 21/01/16</td>
<td>2</td>
<td>Incomplete</td>
<td>Xerox Analyst</td>
<td>Incomplete</td>
</tr>
<tr>
<td>6</td>
<td>Map Queue</td>
<td>Thu 21/01/16</td>
<td>1</td>
<td>Incomplete</td>
<td>Xerox Analyst</td>
<td>Incomplete</td>
</tr>
<tr>
<td>7</td>
<td>Firewall/Communication</td>
<td>Thu 21/01/16</td>
<td>2</td>
<td>Incomplete</td>
<td>Xerox Analyst</td>
<td>Incomplete</td>
</tr>
<tr>
<td>8</td>
<td>Inputs defined</td>
<td>Thu 21/01/16</td>
<td>8</td>
<td>Incomplete</td>
<td>Xerox Analyst</td>
<td>Incomplete</td>
</tr>
<tr>
<td>9</td>
<td>Define Process</td>
<td>Thu 21/01/16</td>
<td>1</td>
<td>Incomplete</td>
<td>Xerox Analyst</td>
<td>Incomplete</td>
</tr>
<tr>
<td>10</td>
<td>Make Document print ready</td>
<td>Thu 21/01/16</td>
<td>2</td>
<td>Incomplete</td>
<td>Xerox Analyst</td>
<td>Incomplete</td>
</tr>
<tr>
<td>11</td>
<td>Process Defined</td>
<td>Thu 21/01/16</td>
<td>1</td>
<td>Incomplete</td>
<td>Xerox Analyst</td>
<td>Incomplete</td>
</tr>
<tr>
<td>12</td>
<td>Define Output Process</td>
<td>Thu 21/01/16</td>
<td>2</td>
<td>Incomplete</td>
<td>Xerox Analyst</td>
<td>Incomplete</td>
</tr>
<tr>
<td>13</td>
<td>Create Outputs</td>
<td>Thu 21/01/16</td>
<td>1</td>
<td>Incomplete</td>
<td>Xerox Analyst</td>
<td>Incomplete</td>
</tr>
<tr>
<td>14</td>
<td>Workflow complete</td>
<td>Thu 21/01/16</td>
<td>1</td>
<td>Incomplete</td>
<td>Xerox Analyst</td>
<td>Incomplete</td>
</tr>
<tr>
<td>15</td>
<td>Test</td>
<td>Fri 22/01/16</td>
<td>2</td>
<td>Incomplete</td>
<td>Bell/GTIL</td>
<td>Incomplete</td>
</tr>
<tr>
<td>16</td>
<td>Sign off</td>
<td>Fri 22/01/16</td>
<td>0</td>
<td>Incomplete</td>
<td>Bell/GTIL</td>
<td>Incomplete</td>
</tr>
</tbody>
</table>

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Aug 10, 2015

Deborah A. Sheppard  
Office of Immigration and Multiculturalism  
Department of Advanced Education and Skills  
138 Crosbie Road, Suite # 202 Viking Building  
St. John's, NL A1B 4J6  

RE: Maintenance and Support Services  

Dear Deborah,  

zedIT Solutions Inc (zed) is pleased to present this contract to the Department of Advanced Education and Skills (AES) for Maintenance and Support Services related to the [http://www.immigration.com](http://www.immigration.com) website.  

zed's Maintenance and Support services offering is for the period of July 1, 2015 – December 31, 2015 and includes:  

- Minor website enhancements  
- Bug fixes / defect corrections  
- Technical support  
- Any and all other support required and/or deemed appropriate by both the AES and zed's consultant  

Web Support/ Maintenance and any agreed upon Development services will be applied based on the following Time and Materials fee chart:  

<table>
<thead>
<tr>
<th>Resource</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$140.00</td>
</tr>
<tr>
<td>Senior Business Analyst</td>
<td>$120.00</td>
</tr>
<tr>
<td>Senior Systems / Database Analyst</td>
<td>$120.00</td>
</tr>
<tr>
<td>Senior Web Developer</td>
<td>$90.00</td>
</tr>
<tr>
<td>Network &amp; Security Consultant</td>
<td>$85.00</td>
</tr>
<tr>
<td>Senior Programmer</td>
<td>$90.00</td>
</tr>
<tr>
<td>Client/Documentation Consultant</td>
<td>$85.00</td>
</tr>
<tr>
<td>Q/A &amp; Testing Consultant</td>
<td>$85.00</td>
</tr>
</tbody>
</table>

All payments shall be made in Canadian dollars (CDN). Invoices are generated at the end of each month and payment is due within thirty (30) days of receipt of the invoice. All fees are exclusive of applicable taxes.
Approval

If all of the above is in accordance with your expectations, then we have provided an opportunity for authorization below.

<table>
<thead>
<tr>
<th>zedIT Solutions Inc. (zed)</th>
<th>Department of Advanced Education &amp; Skills (AES)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature</strong></td>
<td><strong>Signature</strong></td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td><strong>Name</strong></td>
</tr>
<tr>
<td>Derek Porter</td>
<td>D. Horne</td>
</tr>
<tr>
<td><strong>Title</strong></td>
<td><strong>Title</strong></td>
</tr>
<tr>
<td>Account Manager</td>
<td>ABM</td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td><strong>Date</strong></td>
</tr>
<tr>
<td>July 29, 2015</td>
<td>Sept. 4/15</td>
</tr>
</tbody>
</table>