Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: FIN-49-2016]

On August 11, 2016, the Department of Finance received the following request for access to 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 time frames.”

This was further clarified on August 31, 2016 to remove those contract fees funded by the Newfoundland and Labrador Pooled Pension Fund.

The Department is pleased to advise that access has been granted in part to the above request and is attached. It is important to note the following when reviewing the attachments:

- The term consultant is defined in Government’s Guidelines for the Hiring of External Consultants as follows: “An external consultant is deemed to be a private individual, group of individuals, company or institution with a high level of attainment in professional, scientific, technical or managerial field which is engaged directly by a government department to perform specific work of an advisory nature not covered under the Public Tender Act.” This definition was used to define the scope of this request.

- Given the parameters defined by the applicant and the above definition of consultant, the Department paid a total of $2,113,471 in consultant fees from December 1, 2015 – August 31, 2016 (see attached table).
The information used to respond to this request was based on a review of transactions charged by the Department of Finance to its professional services budget, as recorded in Government's Financial Management System (FMS). Please note that adjustments were required to correct invoices that had been inappropriately recorded and/or to remove those vendors who were deemed out-of-scope of this request. As such the total amount charged to professional services budget by the Department of Finance may not reconcile with Government’s Public Accounts.

As requested, the attached table provides the Consultant’s name, the time frame associated with the contract, a brief description of the work completed, the total amount per project, and the total amount paid per consultant.

Some information is considered Harmful to Personal Privacy and has been severed pursuant to section 40.(1) & 40.(4)(g)(ii) of the Access to Information and Protection of Privacy Act, 2015.

The contract for Morneau Shepell Ltd. (see attached) incorporates more than one project and is a fee-for-service contract. As such, the amounts provided in the attached table only include those funded by the Department of Finance (as opposed to those funded through the Pooled Pension Fund, as requested).

The Department does not have within its control or custody the contract for Barsalou Lawson Rheault. This contract was negotiated by the Department of Justice and Public Safety (JPS). Please contact their ATIPP Coordinator, Neil Croke (729-7906 or ncroke@gov.nl.ca)

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the Access to Information and Protection of Privacy Act (the Act). A request to the Commissioner must 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
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500
You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.

Please be advised that this letter will be published following a 72 hour period after it 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 letter 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 by telephone at 709-729-2082, or by email at bethbartlett@gov.nl.ca.

Sincerely,

Beth Bartlett
ATIPP Coordinator

Attachments
## Department of Finance  
**Summary of Consulting Fees**  
*December 1, 2015 – August 11, 2016*

<table>
<thead>
<tr>
<th>Consultant Name</th>
<th>Time Frame Associated with Contract</th>
<th>Description</th>
<th>Amount Per Project</th>
<th>Total Amount Per Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deloitte Management Services LP</td>
<td>September 25, 2015 - March 20, 2016</td>
<td>A review to identify indirect tax recoveries and compliance with respect to indirect taxes. This review may include a review of Newfoundland &amp; Labrador Housing Corporation from January 1, 2000 to March 31, 2014.</td>
<td>$1,829,487</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td><strong>$1,829,487</strong></td>
<td></td>
</tr>
<tr>
<td>Eckler Ltd</td>
<td>September 1, 2014 - March 31, 2016</td>
<td>The principal objectives of this analysis is to provide stochastic simulations of changes in the funded position of certain Client-Sponsored Pension Plans to support pension reform discussions with the NLTA and the public service pension plan representatives.</td>
<td>$7,675</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td><strong>$7,675</strong></td>
<td></td>
</tr>
<tr>
<td>Morneau Shepell Ltd</td>
<td>August 1, 2009 - July 31, 2016</td>
<td>Professional Services for Budget Extrapolations in October 2015 for 2016-17. Analysis of Long-Term Care and Payroll and Benefit Cost. Extrapolation of Pension Plan Accounting Results to March 31, 2015. Consulting Services regarding pension Accounting for Public Accounts.</td>
<td>$25,855</td>
<td>$105,746</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td><strong>$105,746</strong></td>
<td></td>
</tr>
<tr>
<td>Barsalou Lawson Rheault</td>
<td>March 31, 2016³</td>
<td>Legal advice.</td>
<td>$170,562</td>
<td><strong>$170,562</strong></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td><strong>$170,562</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost of Consultants from December 1, 2015 to August 11, 2016</strong></td>
<td></td>
<td></td>
<td><strong>$2,113,471</strong></td>
<td></td>
</tr>
</tbody>
</table>

¹ As indicated by the Applicant, those contract fees funded by the Pooled Pension Fund are not responsive to this request, and therefore have not been included in the information provided above regarding Morneau Shepell Ltd. The contract provided incorporates more than one project and is a fee-for-service contract. As such, the amounts provided above are those funded by Finance.

² The contract was negotiated through the Department of Justice and Public Safety (JPS). Please contact their ATIPP Coordinator, Neil Croke (729-7906 or ncroke@gov.nl.ca)

³ This date refers to the date on which the invoice was keyed into Government Financial Management System.
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this day of November 4, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Finance

("the Client")

AND: Deloitte 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**

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 the terms identified below.

Consultant Fees charged and paid under this contract are on a contingency basis.

Subject to Article 3.1.3, 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, a fee in the amount of 16% of the indirect tax recovery amount sought from Canada Revenue Agency (plus HST) within 30 days of acceptance of the invoice by the Client.

In the event that actual recoveries are less than the amount identified by the Consultant and claimed by the Client, invoicing is to be revised to reflect an adjusted fee calculated on actual recoveries and the Consultant is to refund the difference to the Client within 30 days of notice of the discrepancy.

1.2 **Reimbursement of Expenses**

It is agreed and understood that 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.

1.3 **Payment General**

(a) The Parties agree and confirm that total amounts payable for the Work shall not exceed 16% of the identified and realized indirect tax recovery amount from Canada Revenue Agency 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.

(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 30 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, and must be shown in Canadian dollars.

(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:

Mr. Jay Griffin  
Department of Finance  
Tax Policy Division  
Confederation Building  
Second Floor, East Block  
St. John's, NL A1B 4J6

Phone: (709) 729-6847  
Fax: (709) 729-2070  
Email: jgriffin@gov.nl.ca

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. Jay Griffin  
Department of Finance  
Tax Policy Division  
Confederation Building  
Second Floor, East Block  
St. John's, NL A1B 4J6

Phone: (709) 729-6847  
Fax: (709) 729-2070  
Email: jgriffin@gov.nl.ca
For the Consultant:

Mr. Douglas Myrden
Deloitte LLP
1 City Centre Drive
Suite 500
Mississauga, ON L5B 1M2

Phone: (416) 601-6197
Fax: (416) 874-4224
Email: dmvrden@deloitte.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 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.


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:** September 25, 2015  
   **Completion Date:** March 20, 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]
    Hon. Ross Wiseman  
    Minister of Finance  
    Date: November 4, 2015

    DELOITTE LLP

    [Signature]
    Authorized Signature  
    Date: November 9, 2015
SCHEDULE "A"
SCOPE OF WORK

The Consultant shall complete the work and/or perform the following services as outlined below and the Proposal submitted by Deloitte under the Request for Proposals on January 9, 2015 read with regard to documented changes in the review period and scope.
Project Scope

Under the terms of the Reciprocal Tax Agreement (RTA), GNL has agreed to pay federal taxes. The GST/HST applies to GNL purchases of taxable goods and services, and the RTA provides a government rebate equal to 100% of the tax paid. Under the RTA, GNL has agreed not to claim a Government Rebate in respect of tax for which it has claimed or will claim a refund, input tax credit or other rebate under federal legislation.

The Department of Finance, through the Office of the Comptroller General, is responsible for most accounts payable processing functions as well as maintenance of the Oracle Financial System and maintaining supporting documentation for transactions. There are some departments in GNL who still process accounts payable transactions on their own.

The objective of the review is to identify indirect tax recoveries and compliance areas with respect to indirect taxes for the review period which is January 1, 2000 to March 31, 2010.

This review may include a review of Newfoundland and Labrador Housing Corporation from January 1, 2000 to March 31, 2014.

Upon the completion of the project, consideration may be given to expanding the scope and/or review period.

Project Deliverables

The specific requirements for this service are as follows:

- The review must identify overpayments and unrecorded credits.
- The report must identify any potential indirect tax recoveries by year for the review period.
- The report must identify any procedural or systemic issues noted by Deloitte during the project which have compromised the ability of GNL to claim indirect tax recoveries and provide recommendations for addressing these issues.
- Preparation of all filings and correspondence as necessary to recover identified indirect taxes.
- Provision of post-audit support as necessary for verification of validity of recovery claim to Canada Revenue Agency’s satisfaction.
Service Delivery Requirements

1. Periodic status reports will be required to be submitted to the Office of the Comptroller General via email. These reports will be general in nature outlining work completed to date; any issues encountered and expected completion date.

2. Deloitte will submit for GNL’s review and approval, a report outlining the results of their work including a summary of findings and associated support.

3. Deloitte may be required to complete the preparation of all correspondence necessary to recover identified indirect taxes.

4. During the contract, Deloitte’s resources will be required to perform the work either onsite and/or offsite as requested by GNL.

5. All work must be completed, and invoicing must be submitted, by March 20, 2016.

Terms and Conditions

GNL reserves the right to:
- Reject any or all findings received in response to this review.
- Where it may serve GNL’s interest, to request additional information or clarifications on any findings identified by Deloitte.
THIS ADDENDUM made at St. John's, in the Province of Newfoundland and Labrador, this 16 day of May, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Finance ("the Client")

AND: ECKLER LTD. ("the Consultant")

WHEREAS:

A. On or about July 16, 2013 the Client and the Consultant entered into an Agreement for Consulting Services (the "Consultant Agreement"), pursuant to which the Consultant agreed to provide certain consulting services to the client for a mutually-agreed upon consideration;

B. the parties now wish to amend the terms contained in the Consultant Agreement by entering into this Addendum.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the amount of $2.00 and other good and valuable consideration duly exchanged (the receipt and sufficiency whereof is hereby acknowledged), the parties mutually agree as follows:

1. Section 8 of the Consultant Agreement is hereby amended to change the completion date by deleting "March 31, 2015" and replacing it with "March 31, 2016".

2. Schedule E to the Consultant Agreement is hereby deleted in its entirety and replaced with Schedule E set out in Appendix A attached hereto.

3. Except as amended herein, the Consultant Agreement is hereby confirmed in all other respects and shall remain in full force and effect.
4. This Addendum shall come into force and effect upon the signature of both parties.

IN WITNESS WHEREOF these presents are executed by the parties hereto as of the date first above written as follows:

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

[Signature]
Minister of Finance, or his/her authorized designate

ECKLER LTD.

[Signature]
Authorized Signature

Date: 26 May 2015.
SCHEDULE E
Summary of Costs and Fees

ESTIMATED COSTS

<table>
<thead>
<tr>
<th>Pension Plan</th>
<th>PSPP</th>
<th>TPP</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Valuation</td>
<td>$30,000</td>
<td>$15,000</td>
<td>$45,000</td>
</tr>
<tr>
<td>Loading results into model</td>
<td>15,000</td>
<td>10,000</td>
<td>25,000</td>
</tr>
<tr>
<td>From July 10, 2013 to January 31, 2014</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scenarios (30: $1,000 per scenario)</td>
<td>15,000</td>
<td>15,000</td>
<td>30,000</td>
</tr>
<tr>
<td>From February 1, 2014 to March 31, 2015 (including stakeholder input)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scenarios (140 @ $2,000 per scenario)</td>
<td>120,000</td>
<td>120,000</td>
<td>180,000</td>
</tr>
<tr>
<td>Consultant Meetings (based on: $2,625 per diem; other - $1,825 per diem; including travel)</td>
<td>25,000</td>
<td>65,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Stakeholder Input</td>
<td>65,000</td>
<td>100,000</td>
<td>165,000</td>
</tr>
<tr>
<td>Consulting costs</td>
<td></td>
<td>195,000</td>
<td></td>
</tr>
<tr>
<td>Total estimated cost</td>
<td>$270,000</td>
<td>$520,000</td>
<td>$790,000</td>
</tr>
</tbody>
</table>

Section 40.(1), 40.(4)(g)(ii)
AGREEMENT

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

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Finance

("the Client")

AND: ECKLER LTD.

("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"; and
      vi. Summary of Costs and Fees attached as Schedule "E".
   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 the Agreement shall be made in accordance with the Schedule "E" attached hereto.
1.2 Reimbursement of Expenses

(a) The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Consultant 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:

(i) travel as approved by the Client, and
(ii) disbursements including printing and duplicating, courier, long distance telephone and /or charges

(b) All claims submitted for reimbursable expenses in accordance with this Article 3.1.2 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 Consultant.

1.3 Payment General

(a) The Parties agree that the costs and fees associated with the Work are not expected to exceed those set out in Schedule E. If costs and fees are anticipated to exceed the estimates the Consultant shall obtain prior written approval from the Client.

(b) 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.

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

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

(e) 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.

(f) 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.
(g) The Consultant shall submit invoices to:
Ms. Maureen McCarthy
Director of Pensions
Department of Finance
P.O. Box 8700
St. John's, NL, A1B 4J6
Phone: (709) 729-5983
Fax: (709) 729-6790
Email: mccarthym@gov.nl.ca

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:
Ms. Maureen McCarthy
Director of Pensions
Department of Finance
P.O. Box 8700
St. John's, NL, A1B 4J6
Phone: (709) 729-5983
Fax: (709) 729-6790
Email: mccarthym@gov.nl.ca

For the Consultant:
Mr. Peter Hayes, FSA FCIA, Principal
Eckler Limited
1969 Upper Water Street
Suite 503
Halifax, Nova Scotia
B3J 3R7
Phone: (902)492-2822
Fax: (902)492-9398
Email: phayes@eckler.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 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, and fifth the Scope of Work.

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>September 1, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion Date:</td>
<td>March 31, 2015</td>
</tr>
</tbody>
</table>

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 Finance, or his/her authorized designate

**ECKLER LTD.**

Authorized Signature

February 6, 2015
Date
Overview of Services to be provided
The principal objectives of this analysis are to provide stochastic simulations of changes in the funded position of certain Client-sponsored pension plans, resulting from changes to benefit formulas, retirement dates, indexing, contribution rates, asset mix, and special payments, both individually and in combination; and to prepare and assist in interpreting the results and identifying a range of options for broader discussion among stakeholders.

The Consultant will also facilitate the real time presentation of the results of the analysis to the plans' stakeholders, including employee, pensioner and government representatives at a time and place (or times and places) to be determined by the Client.

Client Support
The Department of Finance will provide all relevant materials and support for the Consultant in the conduct of this review, and the Consultant will respect the sensitivity of such materials. Materials which will be shared include employee and pensioner data used in the most recent actuarial valuations of the Uniformed Services Pension Plan (December 31, 2011)

The Department of Finance will also provide the Consultant with options to be evaluated, including but not limited to changes to benefit formulas (e.g., changes to accrual rates and average pensionable salary); to retirement eligibility, and to indexing; to changes in contribution rates, discount rates, actuarial assumptions, additional special payments, and to changes in asset mix.

The Consultant will interact closely with the Director of Pensions who will provide direction on options to be evaluated.
SCHEDULE “B”

SPECIAL TERMS AND CONDITIONS (as necessary)

Article 1:

Insert the following as a new Section 1.1:

The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Consultant may reasonably rely on the data for the purpose of the Work. However, the Consultant shall review the information for accuracy and applicability.

Article 2:

Insert the following as new Section 2.4:

Subject to Article 5, the Consultant shall retain all rights, title and interest (including, without limitation, all copyrights and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by the Consultant or developed during the course of the provision of the services contemplated by this Agreement provided such generic documents or templates do not contain any Client Confidential Information or proprietary data. Rights and ownership by the Consultant of original technical designs, methods, ideas, concepts, know-how, and techniques shall not extend to or include all or any part of the Client's proprietary data or Client Confidential Information. To the extent that the Consultant may include in the materials any pre-existing Consultant proprietary information or other protected Consultant materials, the Consultant agrees that the Client shall be deemed to have a fully paid up license to make copies of the Consultant owned materials as part of this engagement.

Insert the following at the end of Section 2.5

When such Confidential Information is provided to the Client, or destroyed at the request of the Client, it shall be made available to the Consultant if required by the Consultant to defend any action or claim, as outlined in Article 7.

Article 7:

Insert the following as new Section 7.4 and 7.5:

7.4 Subject to Article 7.5, the Consultant’s and the consultant’s representatives’ liability, if any, to any person, including the Client arising of or in any way related to this Agreement, the performance of the Work or any other of its duties and obligations there under, shall for all purposes in total be limited to direct damages in an amount not to exceed One Million Dollars.
7.5 The limitation of liability for the consultant or the consultants' Representative specified in Article 7.4 does not apply to any matter where damage to any person, including the Client, have been judicially determined to have resulted from bad faith or willful misconduct or fraudulent performance of the Work on the part of the Consultant or the Consultant's Representatives.

Deputy Minister

Consultant
### SCHEDULE "C"

**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 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-11, or the Personal Health Information Act, SNL2008 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 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 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
2.7 The Consultant shall ensure that it, its 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, its employees, servants and/or agents of the Consultant’s 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
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/civilcrime/privacy/breach.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 the Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall immediately 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 such 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 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, RSNL 1990 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 on 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 term or right 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 be 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 (ie., 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.

SCHEDULE E
## Summary of Costs and Fees

### ESTIMATED COSTS

<table>
<thead>
<tr>
<th>Uniformed Services Pension Plan</th>
<th>Total</th>
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<tbody>
<tr>
<td>Initial Valuation</td>
<td>$12,500</td>
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<tr>
<td>Loading results into model</td>
<td>7,500</td>
</tr>
<tr>
<td>Scenarios (20 per plan)</td>
<td>40,000</td>
</tr>
<tr>
<td>Consultant Meetings (2 days including travel) (based on: $2,625 per diem, Other - $1,625 per diem)</td>
<td>14,700</td>
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<tr>
<td>Stakeholder input (as Directed by Client)</td>
<td>10,000</td>
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<tr>
<td><strong>Total estimated cost</strong></td>
<td><strong>84,700</strong></td>
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</tbody>
</table>

Section 40.(1), 40.(4)(g)(ii)
July 15, 2015

Mr. Mike O’Connell,
Morneau Shepell
7071 Bayers Road, Suite 3007
Halifax, Nova Scotia
B3L 2C2

Dear Mr. O’Connell:

RE: Renewal of Consulting Services Contract – Department of Finance, Province of Newfoundland & Labrador

Please be advised that the contract for actuarial consulting services with Morneau Shepell (formally known as Morneau Sobeco) expires July 31, 2015. As per Section VIII of the contract, there is an option to extend for up to three years. We would like to request that the contract be extended for 12 additional months (up to July 31, 2016) with the same terms, conditions and pricing.

If you agree to this extension, please sign and date below and return a copy of the signed letter to Maureen McCarthy.

Signature

Date

If you wish to discuss this request further, please contact Maureen McCarthy at 709-729-5983.

Sincerely,

DONNA BREWER, CPA, CA
Deputy Minister
AGREEMENT

THIS AGREEMENT, made effective as of August 1, 2009, signed at St. John’s, in the Province of Newfoundland and Labrador, on this 31st day of January, 2010.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Finance ("the Client")

AND: MORNEAU SOBECO LIMITED PARTNERSHIP by its general partner HRCO Inc. ("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 Schedules “A”, “B”, “C” and “D” attached hereto, the following words and phrases shall have the following meanings:

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

   (the Contract Documents are also collectively referred to as the "Agreement").

b. "Gross Negligence" means conduct that is a very marked departure from the standards by which responsible and competent people habitually govern themselves.

c. “Representatives” means, directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.
II. The Consultant's Work
The Consultant shall do all work and perform all services as set out in Schedule "A" attached hereto (the "Work"). The Work shall be performed by the Consultant on the terms, conditions and standards set out in the Contract Documents.

III. Payment

1.1 Consideration
It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to the Agreement shall be made in accordance with the Fees and Charges Schedule "D" attached hereto.

1.2 Reimbursement of Expenses
Except as otherwise set out in the Contract Documents, 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) 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. The Client will provide reasonable notice to the Consultant in the event that an appropriation is not made.

(b) Payment will be made by Client within 60 calendar days of receipt of an invoice from the Consultant.

(c) Separate invoices shall be submitted for each of the five pension plans, the group health and group life insurance program and the annual extrapolation of pension plan accounting results.

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

(e) The Consultant shall conform to any commercially reasonable request that may be made by the Client to alter the form of invoice as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall be supported by a detailed billed time summary indicating: a. date (of work performed); b. employee (performing the work); c. description (of work performed); d. time charged (rounded as per Consultant time and billing system); and e. total time charged (detailed separately for each charge rate used).
(f) 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 resulting solely from the Consultant's negligence or fraudulent performance of the Work.

(g) The Consultant shall submit invoices to:
Ms. Maureen McCarthy, Director – Pension Administration
Department of Finance, Pensions Division
P.O. Box 8700
St. John's, NL., A1B 4J6

IV. Notices

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

For the Client:
Ms. Maureen McCarthy, Director – Pension Administration
Department of Finance, Pensions Division
P.O. Box 8700
St. John’s, NL., A1B 4J6

Phone: (709) 729-5983
Fax: (709) 729-6790
Email: mccarthy@gov.nl.ca

For the Consultant:
Mike O'Connell, Partner
Morneau Sobeco Limited Partnership
17th Flr., 5151 George Street
Halifax, Nova Scotia, B3J 1M5

Phone: 902-474-3238
Fax: 902-420-1932
Email: moconnell@morneausobeco.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 telex 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. There are no other understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments to the Contract Documents shall be effective unless made in writing by both parties hereto and signed by those persons designated for such purpose.

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 the Consultant’s May 30, 2008 proposal in respect of the Work was true at that time and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into the Agreement.

VII. Separate Entities

The Consultant is an affiliate of other members within the Morneau Sobeco group of entities (the “Morneau Sobeco Group”). Unless otherwise specified in the Agreement, the services provided hereunder are delivered by the specific entity named in the Agreement and no other member within the Morneau Sobeco Group.

[The remainder of this page has intentionally been left blank.]
VIII. **Term of the Agreement**

The term of this Agreement shall be from August 1, 2009 to July 31, 2014 and may be extended for up to a three (3) year term by mutual agreement of the Parties.

IX. **Counterparts**

The Agreement may be executed in any number of counterparts, each of which will be considered an original of the Agreement, and which together will constitute one and the same instrument. No Party will be bound to the 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**

**MORNEAU SOBECO LIMITED**
**PARTNERSHIP by its general partner**
**HRCO Inc.**

[Signatures]

Minister of Finance
or his/her authorized designate

Authorized Signature
SCHEDULE "A"

SCOPE OF WORK

The Consultant shall complete the following work and/or perform the following services for the plans listed below (collectively, the "Plans" and each, a "Plan") in accordance with applicable standards of the Canadian Institute of Actuaries and the requirements of both the Newfoundland and Labrador Pension Benefits Act, 1997 and the Public Sector Accounting Board (as applicable):

- The Consultant shall perform Triennial actuarial valuations of the following Plans:
  - Public Service Pension Plan
  - Teachers' Pension Plan
  - Uniformed Services Pension Plan
  - Members of the House of Assembly Pension Plan
  - Provincial Court Judges' Pension Plan
  - Group Health and Insurance Plan

- The Consultant shall perform annual extrapolation of accounting results for the following Plans:
  - Public Service Pension Plan
  - Teachers' Pension Plan
  - Uniformed Services Pension Plan
  - Members of the House of Assembly Pension Plan
  - Provincial Court Judges' Pension Plan

In addition, based on a November 2008 request from the Client, the Consultant has also agreed to create spreadsheets for the Client with respect to its Prior Service Purchases for the Public Service Pension Plan ("PSPP"), the Teachers' Pension Plan ("TPP") and the Uniformed Service Pension Plan and Reciprocal transfers for both the PSPP and the TPP. The spreadsheets will be provided at no additional cost to the Client. During the term of the Agreement, the Consultant will provide the Client with any information that is known to the Consultant up to the date of termination of the Agreement that is necessary to allow the Client to independently maintain such spreadsheets following termination of the Agreement.
SCHEDULE “B”
GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all information necessary for the performance of the Work (the "Member Data"), including without limitation, the following:

(a) Member Data necessary and sufficient to perform the triennial valuations and the annual extrapolations and updates in electronic format including, but not limited to, the following:

- A personal data section, which includes such information as name, employee number, gender, date of birth, date of hire, date of Plan entry, retirement dates, status, beneficiary and spouse;
- Details of individual benefits, which includes such information as pensionable service, earnings, accrued pension, required contributions, and any other Plan specific benefits.
- An update of all relevant information from databases on an annual basis.

(b) All relevant financial information in connection with the Plans, including fund statements and cash inflow and cash outflow details, on an annual basis.

1.2 The Consultant shall review the Member Data to determine if the Member Data is sufficient and reliable for the purpose of the Work being undertaken. Where discrepancies, omissions or obscurities in the Member Data are evident the Consultant shall, prior to commencement or during performance of the Work, bring them to the attention of the Client and secure written instructions from the Client before proceeding. Notwithstanding the foregoing, the Client shall be solely responsible for the accuracy and completeness of the Member Data provided to the Consultant and for providing the Member Data to the Consultant in a reasonable usable format.

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 Work, including the fact of the Agreement;

(b) all information acquired by the Consultant, its 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, its employees, servants and/or agents during the performance of the Work provided that it is identified by the Client to the Consultant as being confidential information or, by the nature of such information, the Consultant ought to have known it to be the Client’s confidential information;

(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 employees, servants and/or agents during the performance of the Work or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Consultant, its employees, servants and/or agents; and
(f) Confidential Information shall not include the Consultant IP (as defined in Article 11) or 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 Representatives; or

(ii) is information which the Consultant can show possession of prior to the date of the 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 Work 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. In the event the Consultant is requested to comply with a request for disclosure of Confidential Information or Member Data pursuant to law, regulation or administrative body, the Consultant may charge Client reasonable fees and expenses for production of such information or Member Data.

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

2.4 All Member Data, Confidential Information, materials, research, reports, notes, estimates, summaries, calculations, papers, and such other information provided by the Client to the Consultant are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in the 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 the 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 the Agreement do not include the right to deprive the Client of access to the Client’s information in the Consultant’s possession.

2.5 Except as may otherwise be required pursuant to any applicable laws, the Consultant shall provide to the Client and solely to the Client upon completion of the Work or upon earlier termination of the Agreement all Confidential Information acquired during the performance of the Work, 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 its 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 the Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Work 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.

2.7 The Consultant shall ensure that its 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 Work under the 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 security systems, procedures, standards and practices that may adversely 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 the Protocols for Security of Government Information on Information Technology assets of Contractors (the "Security Protocol") contained in Schedule "C", unless otherwise advised by the Client, and this includes complying with all alterations or updates to the Security Protocol as may be provided in writing by the Client to the Consultant from time to time.

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 the 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".
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. On conclusion of any litigation or investigation the Consultant will be compensated in accordance with the rates set out in Schedule "D" provided it has not been judicially determined that the infringement of the Client's proprietary rights, which are at issue in any such litigation or investigation, resulted due to the negligence, willful misconduct or fraud by the Consultant or its Representatives during the performance of the Work;

(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/iatpp/default.htm](http://www.justice.gov.nl.ca/just/CIVIL/iatpp/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 terminate the 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 provide written notice to the Client of any removal or replacement of the employees or Representatives assigned to 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 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 up to two days per calendar year, for audit, at mutually convenient times and up to one year after discharge of the Agreement.

5.2 The Consultant shall provide status updates if required by the Client for the purpose of monitoring the progress of the Work as set out in Schedule "A" attached hereto. The status updates will be in a format to be mutually agreed upon by the Parties.

Article - 6. TERMINATION

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

6.2 Upon termination of this Agreement the Consultant shall thereupon be entitled to payment in accordance with the Agreement in respect of all Work completed up to the date of termination.

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 the Consultant or the Consultant’s Representatives’ negligent or fraudulent performance of the Work.

7.3 The Consultant shall not be liable for, and the Client shall indemnify and save harmless the Consultant and the Consultant’s Representatives against all losses, costs, charges, or expenses incurred by the Consultant and the Consultant’s Representatives 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 Consultant, or its Representatives by a third party (“Consultant Liability”) in connection with the Consultant’s or the Consultant’s Representatives’ performance of the Work except to the extent that such Consultant Liability is a result of the Consultant’s or the Consultant’s Representatives’ negligent or fraudulent performance of the Work.

7.4 Subject to Article 7.5 the Consultant’s and the Consultant’s Representatives’ liability, if any, to any person, including the Client, arising out of or in any way related to this Agreement, the performance of the Work or any other of its duties and obligations thereunder, shall for all purposes in total be limited to direct damages in an amount not to exceed One Million Dollars ($1,000,000).

7.5 The limitation of liability for the Consultant or the Consultants’ Representative specified in Article 7.4 does not apply to any matter where damages to any person, including the Client, have been judicially determined to have resulted from Gross Negligence or fraudulent performance of the Work on the part of the Consultant or the Consultants’ Representatives.

Article - 8. COMPLIANCE WITH LAW

8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from the Agreement, the Consultant shall comply with all requirements, applicable to the Consultant and the Consultant’s employees, 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

8.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under the 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 the 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 The 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.

Article - 11. INTELLECTUAL PROPERTY RIGHTS AND THE USE OF WORK

11.1 The Consultant retains all rights, including intellectual property rights, in all materials, software, documentation, tools, know-how, techniques, processes and methodologies supplied to Client ("Consultant IP") or created or used by the Consultant in the performance of the Work. The Consultant grants Client, a perpetual a non-exclusive, non-transferable, license to use the Consultant IP for which the Consultant owns the intellectual property rights for the Client's internal business purposes, such grant to become effective upon payment in full of all fees and taxes payable hereunder. The Agreement shall not be construed as precluding or limiting in any way the Consultant's right to (i) provide consulting or other services of any kind or nature to any person or entity or (ii) develop for the Consultant, or for others, anything that is competitive with the Consultant IP or anything created or used by the Consultant to perform the Work.

11.2 The Client acknowledges that the Work provided by the Consultant is for internal use and information only and may not be distributed, published, made available or relied upon by any other persons, without the express written permission of the Consultant. The Agreement is not intended for the express or implied benefit of any third party.

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 the 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 the 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 the 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 the 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 the Agreement.

Article - 14. GENERAL

(a) Articles 2, 5, 6.2, 7, 9, 10 and 11 of this Schedule B shall survive the termination or expiration of the 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 with respect to the 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 the 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 the 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 the 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 the Agreement.

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

(h) The Parties shall not assign the Agreement in whole or in part to any third party without the prior written approval of the other Party.

(i) It is understood and agreed that each of the Parties is an independent contractor and that neither Party is, nor shall be considered to be an agent, distributor, partner, fiduciary or representative of the other. Neither Party shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

(j) The Parties agree that the Agreement and all communications and documents relating hereto be expressed in the English language.

END OF SCHEDULE B
The Consultant shall confirm with the Client 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. 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 the Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Work 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:

- 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 with them.

END OF SCHEDULE C
SCHEDULE “D”

FEES AND CHARGES

With regards to full actuarial valuations performed on the various Plans the following fees and charges shall apply:

<table>
<thead>
<tr>
<th>Actuarial Valuation in respect of:</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>First Valuation</td>
</tr>
<tr>
<td>Public Service Pension Plan</td>
<td>$19,000</td>
</tr>
<tr>
<td>Teachers’ Pension Plan</td>
<td>$17,000</td>
</tr>
<tr>
<td>Uniformed Services Pension Plan</td>
<td>$9,000</td>
</tr>
<tr>
<td>MHA Pension Plan</td>
<td>$8,000</td>
</tr>
<tr>
<td>Provincial Court Judges Pension Plan</td>
<td>$4,000</td>
</tr>
<tr>
<td>Group Health and Insurance</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

Additional valuation runs using alternate actuarial assumptions, data sets or Plan terms will be provided for a flat fee of $500 per run per Plan for the duration of the Agreement (initially a five year period).

With regards annual pension plan extrapolations the following fees and charges shall apply:

<table>
<thead>
<tr>
<th>Extrapolation in respect of:</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Service Pension Plan</td>
<td>$4,000</td>
</tr>
<tr>
<td>Teachers’ Pension Plan</td>
<td>$4,000</td>
</tr>
<tr>
<td>Uniformed Services Pension Plan</td>
<td>$2,500</td>
</tr>
<tr>
<td>MHA Pension Plan</td>
<td>$2,000</td>
</tr>
<tr>
<td>Provincial Court Judges Pension Plan</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

The extrapolation fee will increase by 2.5% per annum for the duration of the contract.

Prior Service Cost and Reciprocal Transfer Spreadsheets

We have agreed to provide spreadsheets for use within the Client’s Pension division to perform Past Service Purchase calculations and Reciprocal Transfer calculations at no cost to the Client.
General Consulting Services – Hourly Billable Rates

A blended rate of $275 per hour will apply for all consulting assignments. Data related work will be charged out at a blended rate of $175 per hour. These rates will increase by 2.5% per annum for the duration of the Agreement. Any services for which we have not shown a specific dollar amount will be performed based on our hourly billable rate as specified above.