September 23, 2016

Dear [Redacted]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: HRS-23-2016]

On August 11, 2016 the Human Resource Secretariat (HRS) received your request for access to the following records/information:

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

As required by section 19 of the Act, we gave written notice to the relevant third parties of our intent to provide access to these records. This notification provided them with 15 business days to file a complaint with the Office of the Information and Privacy Commissioner (OIPC), or appeal the decision to the Trial Division. We have been advised by the OIPC that no party has filed a complaint or appealed the decision.

Therefore, I am pleased to inform you that a decision has been made by the Deputy Minister for the HRS to provide access to some of the requested information. In particular, access is granted to the following records:

- Detailed breakdown of all consultants used by the HRS during the dates specified, including amounts paid to date.
- Copies of the contracts in question that detail the scope of work and associated timeframes.

Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

33. Information from a workplace investigation
   (2) The head of a public body shall refuse to disclose to an applicant all relevant information created or gathered for the purpose of a workplace investigation.
40. Disclosure harmful to personal privacy

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

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible.

In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). 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. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to 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 (a copy of this section of the Act has been enclosed for your reference).

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.
If you have additional questions, feel free to contact me by telephone at 709-729-6158, or by e-mail at vburry@gov.nl.ca.

Sincerely,

Veronica Burry
ATIPP Coordinator, CIPP/C
<table>
<thead>
<tr>
<th>Consultant Name</th>
<th>Description</th>
<th>Amount Per Project</th>
<th>Total Amount Per Consultant</th>
<th>Date*</th>
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</thead>
<tbody>
<tr>
<td>Erin Ridgley</td>
<td>INSTRUCTOR FRENCH TRAINING FOR SEPTEMBER 2015 - MARCH 2016</td>
<td>3,780</td>
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<td>Kamel Marmouche</td>
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<td>Delivery of Self-French Language Program for 2015</td>
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<tr>
<td>Morneau Sheppell</td>
<td>Perform Triennial actuarial valuations of various plans, and Annual</td>
<td>21,540</td>
<td></td>
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<tr>
<td></td>
<td>extrapolation for various plans</td>
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<td></td>
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<tr>
<td>Nadine Claire Wadden</td>
<td>INSTRUCTOR FRENCH TRAINING FOR SEPTEMBER 2015 - MARCH 2016</td>
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<td>Receiver General for Canada</td>
<td>TRANSLATION SERVICES</td>
<td>74,058</td>
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<td>Stewart Mckelvey</td>
<td>Conduct an independent investigation into allegations of harassment</td>
<td>25,055</td>
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<tr>
<td>Sylvie Proulx</td>
<td>INSTRUCTOR FRENCH TRAINING FOR SEPTEMBER 2015 - MARCH 2016</td>
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<tr>
<td><strong>Consultant Cost Subtotal</strong></td>
<td></td>
<td>0</td>
<td>143,658</td>
<td></td>
</tr>
<tr>
<td><strong>Adjustments</strong></td>
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<td></td>
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<tr>
<td><strong>Adjustment Subtotal</strong></td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost of Consultants from December 1, 2015 to August 11, 2016</strong></td>
<td></td>
<td>0</td>
<td>143,658</td>
<td></td>
</tr>
</tbody>
</table>

* This is the date the invoice is entered into Government's Financial Management System (FMS) for payment processing. Actual payment typically occurs within 7 business days.
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this 18th day of January, 2016.

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

AND: TWILA E. REID

("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, who acknowledges that the Consultant is counsel with the law firm of Stewart McKelvey and, as such, bills for the Consultant’s fees and expenses will be billed by and paid to Stewart McKelvey.
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 option as outlined below.

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, two hundred and ninety dollars ($290.00) per hour (plus HST) for activities actually expended in Work shall not exceed a monetary ceiling of twenty-five thousand dollars ($25,000.00) without prior written authorization from the Client on written request from the Consultant.

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Consultant's expenses pursuant to this Agreement shall be made in accordance with the option outlined below.

(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) printing and duplicating, courier, long distance telephone and/or facsimile 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 and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of twenty-five thousand dollars ($25,000.00) without prior written authorization from the Client on written request from the Consultant and that a minimum of ten percent (10%) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.
(b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

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

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

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

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

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

(h) The Consultant shall submit invoices to:

Department of Finance
Corporate Financial Services Division
657 Topsall Road, St. John’s, NL
A1E 2E3

Email: qnlinvoices@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:

Bruce Cooper
Deputy Minister
Human Resource Secretariat, Executive Council
Notices, requests or documents shall be deemed to have been received by the addressee as follows:

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

5. Entire Agreement

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

6. Representations and Warranties

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

7. **Conflict Between Provisions**

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

8. **Start and Completion Date**

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

Start Date: January 28, 2016
Completion Date: February 29, 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.
IN WITNESS WHEREOF these presents are executed by the parties on January 18th, 2016 as follows:

[Signature]
Deputy Minister, Human Resource Secretariat

Witness

[Signature]
Twila E. Reid

Witness
SCHEDULE “A”
SCOPE OF WORK

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

Conduct an independent investigation into allegations of harassment

Section 33 (2); Section 40 (1)
SCHEDULE "B"

All references to the *Access to Information and Protection of Privacy Act* shall be in accordance with the new legislation proclaimed on June 1, 2015.
**SCHEDULE "C"**

**GENERAL TERMS AND CONDITIONS**

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Information Supplied By The Client</td>
</tr>
<tr>
<td>Article 2</td>
<td>Confidentiality, Materials and Copyright</td>
</tr>
<tr>
<td>Article 3</td>
<td>Employees of the Consultant</td>
</tr>
<tr>
<td>Article 4</td>
<td>Access to Facilities</td>
</tr>
<tr>
<td>Article 5</td>
<td>Records and Audit</td>
</tr>
<tr>
<td>Article 6</td>
<td>Termination</td>
</tr>
<tr>
<td>Article 7</td>
<td>Liability</td>
</tr>
<tr>
<td>Article 8</td>
<td>Compliance with Law</td>
</tr>
<tr>
<td>Article 9</td>
<td>Arbitration</td>
</tr>
<tr>
<td>Article 10</td>
<td>Laws Governing</td>
</tr>
<tr>
<td>Article 11</td>
<td>Use of Work</td>
</tr>
<tr>
<td>Article 12</td>
<td>Conflict of Interest</td>
</tr>
<tr>
<td>Article 13</td>
<td>Subcontractors</td>
</tr>
<tr>
<td>Article 14</td>
<td>General</td>
</tr>
</tbody>
</table>
GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

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

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

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

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

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

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

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

(d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, SNL2002 cA-1.1, 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
arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client’s right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant’s remedies against the Client for the Consultant’s breaches under this Agreement do not include the right to deprive the Client of access to the Client’s information in the Consultant’s possession.

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

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in this jurisdiction, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, cM-1.01, the Privacy Act, RSNL1990 cP-22, and Personal Health Information Act, SNL2008 cP-7.01, as well as other legislation which may apply in the jurisdiction of the Consultant’s operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents. The client may be compelled to disclose financial information pursuant to the first cited Act.

2.7 The Consultant shall ensure that it, 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, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client’s consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “D”, unless otherwise advised by the Client, and this includes:
(i) complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and

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

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

2.9 The Consultant shall:

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

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

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

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

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

Article - 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.
3.2 The Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 4. ACCESS TO FACILITIES

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

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

Article - 5. RECORDS AND AUDIT

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

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

Article - 6. TERMINATION

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

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

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto. The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.
Article - 7. LIABILITY

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

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

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

Article - 8. COMPLIANCE WITH LAW

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

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

Article - 9. ARBITRATION

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

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

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

Article - 11. USE OF WORK

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

Article - 12. CONFLICT OF INTEREST

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

12.2 The Consultant and the Consultant's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 13. SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

END OF SCHEDULE C
SCHEDULE “D”

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

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

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

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

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

- Consultants are not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc.) or chat program (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
CONTRACT FOR SERVICES

THIS AGREEMENT is made at St. John's in the Province of Newfoundland and Labrador this 21 day of September 2015.

BETWEEN
er Majesty in Right of Newfoundland and Labrador, as represented by the Deputy Minister responsible for the Human Resource Secretariat (the "Deputy Minister")

AND
Kamel Marmouche (the "Contractual Service Provider")

(collectively referred to as the "Parties")

THIS AGREEMENT WITNESSES that, in consideration of the promises and covenants expressed herein, the Parties agree as follows:

1.0 SERVICES

1.1 The Deputy Minister engages the Contractual Service Provider to perform the duties and assume the responsibilities of a French Language Training Officer (also, the "Services") and the Contractual Service Provider accepts the position of and shall perform the duties and responsibilities of a French Language Training Officer.

1.2 The Contractual Service Provider shall perform those duties and responsibilities of a French Language Training Officer as are more particularly set out in Appendix "A" attached hereto, which Appendix "A" is incorporated by reference within and shall form part of this Agreement.

1.3 The Contractual Service Provider shall carry out the duties and responsibilities referred to in Clause 1.2 as follows:

1.3.1 The Services are to be performed at St. John's, Newfoundland and Labrador, or such other place as the Deputy Minister may designate; and

1.3.2 The Services are to be performed during the period from September 14, 2015 to June 10, 2016 inclusive (herein called the "Term of the Agreement").

2.0 HOURS OF WORK

2.1 The Contractual Service Provider shall perform the Services referred to in Article 1.0 from 6:30 p.m. to 9:30 p.m. on Tuesdays and Wednesdays, or at such other times as the Deputy Minister may require or designate.
3.0 PAYMENT

3.1 Subject to Clause 3.2, the Deputy Minister shall pay to the Contractual Service Provider during the term of this Agreement the rate of $30.00 per hour. The per hour rate will be paid upon submission of a satisfactory invoice approved by the Manager of the Office of French Services. The Contractual Service Provider may invoice the Deputy Minister for six (6) hours per week of instruction and two (2) hours per week of preparation/administration for on-site classes. The Contractual Service Provider may also invoice the Deputy Minister for three (3) hours of preparation/correction for each final module evaluation, as well as for any additional hours of work authorized in writing by the Manager of the Office of French Services, at the rate of $30 per hour. In total, the Contractual Services Provider may invoice the Deputy Minister for an amount not exceeding $8,280.

3.2 The Contractual Service Provider is solely responsible for paying taxes and/or fees associated with earnings arising from this contract for service.

3.3 The amount set out in Clause 3.1 shall constitute the full, complete and entire amount payable to the Contractual Service Provider under this Agreement, notwithstanding that the Contractual Service Provider may be required from time to time to work during hours other than those specified in Clause 2.1.

4.0 CONFIDENTIALITY

4.1 Without the prior written consent of the Deputy Minister, the Contractual Service Provider shall not at any time during the term of this Agreement or subsequent to the termination of this Agreement either directly or indirectly communicate or divulge confidential information to any other person, except a person employed by the Government of Newfoundland and Labrador authorized to know such information.

4.2 Confidential information shall include all information the Contractual Service Provider receives, discovers, develops or has access to involving any operations or decisions of the Government of Newfoundland and Labrador.

4.3 The Contractual Service Provider shall be required to comply with the provisions of the Conflict of Interest Act, 1995 and shall adhere to the provisions of the Access to Information and Protection Privacy Act, 2015.

5.0 INTELLECTUAL PROPERTY AND OWNERSHIP OF RECORDS

5.1 All information, data, or records produced by the Contractual Service Provider in the performance of the Services under this Agreement shall be and remain the property of the Government of Newfoundland and Labrador.
6.0 DISCLOSURE STATEMENTS

6.1 The Contractual Service Provider shall, upon proposing to undertake an activity that may contravene the *Conflict of Interest Act, 1995*, or upon becoming aware that an activity that he or she has already undertaken may contravene the *Conflict of Interest Act, 1995* disclose in writing full particulars of the activity to the Deputy Minister or designate in accordance with the provisions of the *Conflict of Interest Act, 1995*.

7.0 TERMINATION

7.1 This Agreement may be terminated by either party at any time during the Term, upon fourteen (14) calendar days' notice in writing to the other party, in which event the Deputy Minister shall pay to the Contractual Service Provider any amount owing to the date of such termination.

7.2 Upon termination of this Agreement pursuant to Clause 7.1, the Contractual Service Provider shall not be entitled to any payment as a consequence of or in compensation for the termination.

7.3 The addresses for notices of termination shall be:

For the Deputy Minister:

Geoff Williams  
Deputy Minister  
Human Resource Secretariat  
P.O. Box 8700  
St. John's, NL  
A1B 4J6

For the Contractual Service Provider:
8.0 **AMENDMENT**

8.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous Agreements or arrangements, written or oral, relating to this Agreement.

8.2 If, at any time during the Term of this Agreement, the Parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written Agreement between them which shall be supplemental to and form part of this Agreement.

9.0 **ASSIGNMENT**

9.1 This Agreement may not be assigned in whole or in part by the Contractual Service Provider.

10.0 **GOVERNING LAW**

10.1 This Agreement shall be governed by the laws of the Province of Newfoundland and Labrador.

11.0 **RELATION TO GOVERNMENT**

11.1 The Contractual Service Provider agrees that, in the performance of the Services under this Agreement, the Contractual Service Provider shall not be, nor be deemed to be an employee, officer, servant or agent of the Government of Newfoundland and Labrador and that the relationship between the Contractual Service Provider and the Government of Newfoundland and Labrador shall be wholly contained within the terms of this Agreement. For greater certainty, the Contractual Service Provider shall act throughout as an independent contractor and shall not be nor be deemed to be an agent of the Government.

11.2 The Contractual Service Provider shall not be entitled to benefits to which regular employees of the Government of Newfoundland and Labrador are entitled, including any amounts paid in relation to employment benefit plans or pension, health or insurance benefits.

12.0 **SURVIVAL**

12.1 Clauses 4 (Confidentiality) and 5 (Intellectual Property and Ownership of Records) shall survive this Agreement.
13.0 **WAIVER**

13.1 Notwithstanding anything herein contained, the failure of the Deputy Minister to enforce a right provided hereunder or a breach of this Agreement shall not constitute a waiver of that right or breach nor in respect of future breaches as might occur.

14.0 **BINDING EFFECT**

14.1 This Agreement shall endure to the benefit of and be binding upon the Deputy Minister and the Contractual Service Provider and their heirs, executors, successors and assigns.

**IN WITNESS WHEREOF** the Parties have signed this Agreement.

**SIGNED, SEALED AND DELIVERED**

HUMAN RESOURCE SECRETARIAT

in the presence of:

[Signature]
Witness

[Signature]
Deputy Minister

**SIGNED, SEALED AND DELIVERED**

in the presence of:

[Signature]
Contractual Service Provider

Section 40 (1)
APPENDIX A

FRENCH LANGUAGE TRAINING OFFICER

DUTIES AND RESPONSIBILITIES

The Contractual Service Provider is paid to deliver French language training, which comprises the following duties and responsibilities:

• Deliver instruction, in accordance with the Calendar of Instruction provided
• Keep informed of the pedagogical objectives, approaches, methods and material related to the program
• Gather and organize pedagogical materials to complement the established curriculum in order to ensure the learners' needs are met
• Evaluate student progress
• Offer support to students
• Perform administrative duties such as compiling evaluation assessments and keeping records of attendance and any other records required by the Office of French Services
• Submit such records to the Manager of the Office of French Services in a timely manner or as required
CONTRACT FOR SERVICES

THIS AGREEMENT is made at St. John's in the Province of Newfoundland and Labrador this 28th day of September, 2015.

BETWEEN HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Deputy Minister responsible for the Human Resource Secretariat (the "Deputy Minister")

AND Erin Ridgley (the "Contractual Service Provider")

(collectively referred to as the "Parties")

THIS AGREEMENT WITNESSES that, in consideration of the promises and covenants expressed herein, the Parties agree as follows:

1.0 SERVICES

1.1 The Deputy Minister engages the Contractual Service Provider to perform the duties and assume the responsibilities of a French Language Training Officer (also, the "Services") and the Contractual Service Provider accepts the position of and shall perform the duties and responsibilities of a French Language Training Officer.

1.2 The Contractual Service Provider shall perform those duties and responsibilities of a French Language Training Officer as are more particularly set out in Appendix "A" attached hereto, which Appendix "A" is incorporated by reference within and shall form part of this Agreement.

1.3 The Contractual Service Provider shall carry out the duties and responsibilities referred to in Clause 1.2 as follows:

1.3.1 The Services are to be performed at St. John's, Newfoundland and Labrador, or such other place as the Deputy Minister may designate; and

1.3.2 The Services are to be performed during the period from September 14, 2015 to June 10, 2016, inclusive (herein called the "Term of the Agreement").

2.0 HOURS OF WORK

2.1 The Contractual Service Provider shall perform the Services referred to in Article 1.0 from 6:30 p.m. to 9:30 p.m. on Tuesdays, or at such other times as the Deputy Minister may require or designate.
3.0 **PAYMENT**

3.1 Subject to Clause 3.2, the Deputy Minister shall pay to the Contractual Service Provider during the term of this Agreement the rate of $30.00 per hour. The per hour rate will be paid upon submission of a satisfactory invoice approved by the Manager of the Office of French Services. The Contractual Service Provider may invoice the Deputy Minister for three (3) hours per week of instruction and for two (2) hours per week of preparation/administration. The Contractual Service Provider may also invoice the Deputy Minister for three (3) hours of preparation/correction for each final module evaluation, as well as for any additional hours of work authorized in writing by the Manager of the Office of French Services, at the rate of $30 per hour. In total, the Contractual Service Provider may invoice the Deputy Minister for an amount not exceeding $5,130.

3.2 The Contractual Service Provider is solely responsible for paying taxes and/or fees associated with earnings arising from this contract for service.

3.3 The amount set out in Clause 3.1 shall constitute the full, complete and entire amount payable to the Contractual Service Provider under this Agreement, notwithstanding that the Contractual Service Provider may be required from time to time to work during hours other that those specified in Clause 2.1.

4.0 **CONFIDENTIALITY**

4.1 Without the prior written consent of the Deputy Minister, the Contractual Service Provider shall not at any time during the term of this Agreement or subsequent to the termination of this Agreement either directly or indirectly communicate or divulge confidential information to any other person, except a person employed by the Government of Newfoundland and Labrador authorized to know such information.

4.2 Confidential information shall include all information the Contractual Service Provider receives, discovers, develops or has access to involving any operations or decisions of the Government of Newfoundland and Labrador.

4.3 The Contractual Service Provider shall be required to comply with the provisions of the *Conflict of Interest Act, 1995* and shall adhere to the provisions of the *Access to Information and Protection Privacy Act, 2015*.

5.0 **INTELLECTUAL PROPERTY AND OWNERSHIP OF RECORDS**

5.1 All information, data, or records produced by the Contractual Service Provider in the performance of the Services under this Agreement shall
be and remain the property of the Government of Newfoundland and Labrador.

6.0 DISCLOSURE STATEMENTS

6.1 The Contractual Service Provider shall, upon proposing to undertake an activity that may contravene the Conflict of Interest Act, 1995, or upon becoming aware that an activity that he or she has already undertaken may contravene the Conflict of Interest Act, 1995 disclose in writing full particulars of the activity to the Deputy Minister or designate in accordance with the provisions of the Conflict of Interest Act, 1995.

7.0 TERMINATION

7.1 This Agreement may be terminated by either party at any time during the Term, upon fourteen (14) calendar days’ notice in writing to the other party, in which event the Deputy Minister shall pay to the Contractual Service Provider any amount owing to the date of such termination.

7.2 Upon termination of this Agreement pursuant to Clause 7.1, the Contractual Service Provider shall not be entitled to any payment as a consequence of or in compensation for the termination.

7.3 The addresses for notices of termination shall be:

For the Deputy Minister:

Geoff Williams
Deputy Minister
Human Resource Secretariat
P.O. Box 8700
St. John’s, NL
A1B 4J6

For the Contractual Service Provider:
8.0 AMENDMENT

8.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous Agreements or arrangements, written or oral, relating to this Agreement.

8.2 If, at any time during the Term of this Agreement, the Parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written Agreement between them which shall be supplemental to and form part of this Agreement.

9.0 ASSIGNMENT

9.1 This Agreement may not be assigned in whole or in part by the Contractual Service Provider.

10.0 GOVERNING LAW

10.1 This Agreement shall be governed by the laws of the Province of Newfoundland and Labrador.

11.0 RELATION TO GOVERNMENT

11.1 The Contractual Service Provider agrees that, in the performance of the Services under this Agreement, the Contractual Service Provider shall not be, nor be deemed to be an employee, officer, servant or agent of the Government of Newfoundland and Labrador and that the relationship between the Contractual Service Provider and the Government of Newfoundland and Labrador shall be wholly contained within the terms of this Agreement. For greater certainty, the Contractual Service Provider shall act throughout as an independent contractor and shall not be nor be deemed to be an agent of the Government.

11.2 The Contractual Service Provider shall not be entitled to benefits to which regular employees of the Government of Newfoundland and Labrador are entitled, including any amounts paid in relation to employment benefit plans or pension, health or insurance benefits.

12.0 SURVIVAL

12.1 Clauses 4 (Confidentiality) and 5 (Intellectual Property and Ownership of Records) shall survive this Agreement.
13.0 WAIVER

13.1 Notwithstanding anything herein contained, the failure of the Deputy Minister to enforce a right provided hereunder or a breach of this Agreement shall not constitute a waiver of that right or breach nor in respect of future breaches as might occur.

14.0 BINDING EFFECT

14.1 This Agreement shall endure to the benefit of and be binding upon the Deputy Minister and the Contractual Service Provider and their heirs, executors, successors and assigns.

IN WITNESS WHEREOF the Parties have signed this Agreement.

SIGNED, SEALED AND DELIVERED

in the presence of:

Witness

HUMAN RESOURCE SECRETARIAT

Deputy Minister

SIGNED, SEALED AND DELIVERED

in the presence of:

Contractual Service Provider

Section 40 (1)
CONTRACT FOR SERVICES

THIS AGREEMENT is made at St. John's in the Province of Newfoundland and Labrador this ___ day of September 2015.

BETWEEN HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Deputy Minister responsible for the Human Resource Secretariat (the "Deputy Minister")

AND Sylvie Proulx (the "Contractual Service Provider")

(collectively referred to as the "Parties")

THIS AGREEMENT WITNESSES that, in consideration of the promises and covenants expressed herein, the Parties agree as follows:

1.0 SERVICES

1.1 The Deputy Minister engages the Contractual Service Provider to perform the duties and assume the responsibilities of a French Language Training Officer (also, the "Services") and the Contractual Service Provider accepts the position of and shall perform the duties and responsibilities of a French Language Training Officer.

1.2 The Contractual Service Provider shall perform those duties and responsibilities of a French Language Training Officer as are more particularly set out in Appendix "A" attached hereto, which Appendix "A" is incorporated by reference within and shall form part of this Agreement.

1.3 The Contractual Service Provider shall carry out the duties and responsibilities referred to in Clause 1.2 as follows:

1.3.1 The Services are to be performed at St. John's, Newfoundland and Labrador, or such other place as the Deputy Minister may designate; and

1.3.2 The Services are to be performed during the period from September 14, 2015 to June 10, 2016, inclusive (herein called the "Term of the Agreement").

2.0 HOURS OF WORK

2.1 The Contractual Service Provider shall perform the Services referred to in Article 1.0 from 6:30 p.m. to 9:30 p.m. on Tuesdays, or at such other times as the Deputy Minister may require or designate.
3.0 PAYMENT

3.1 Subject to Clause 3.2, the Deputy Minister shall pay to the Contractual Service Provider during the term of this Agreement the rate of $30.00 per hour. The per hour rate will be paid upon submission of a satisfactory invoice approved by the Manager of the Office of French Services. The Contractual Service Provider may invoice the Deputy Minister for three (3) hours per week of instruction and for one (1) hour per week of preparation/administration. The Contractual Service Provider may also invoice the Deputy Minister for three (3) hours of preparation/correction for each final module evaluation, as well as for any additional hours of work authorized in writing by the Manager of the Office of French Services, at the rate of $30 per hour. In total, the Contractual Service Provider may invoice the Deputy Minister for an amount not exceeding $4,260.

3.2 The Contractual Service Provider is solely responsible for paying taxes and/or fees associated with earnings arising from this contract for service.

3.3 The amount set out in Clause 3.1 shall constitute the full, complete and entire amount payable to the Contractual Service Provider under this Agreement, notwithstanding that the Contractual Service Provider may be required from time to time to work during hours other that those specified in Clause 2.1.

4.0 CONFIDENTIALITY

4.1 Without the prior written consent of the Deputy Minister, the Contractual Service Provider shall not at any time during the term of this Agreement or subsequent to the termination of this Agreement either directly or indirectly communicate or divulge confidential information to any other person, except a person employed by the Government of Newfoundland and Labrador authorized to know such information.

4.2 Confidential information shall include all information the Contractual Service Provider receives, discovers, develops or has access to involving any operations or decisions of the Government of Newfoundland and Labrador.

4.3 The Contractual Service Provider shall be required to comply with the provisions of the Conflict of Interest Act, 1995 and shall adhere to the provisions of the Access to Information and Protection Privacy Act, 2015.

5.0 INTELLECTUAL PROPERTY AND OWNERSHIP OF RECORDS

5.1 All information, data, or records produced by the Contractual Service Provider in the performance of the Services under this Agreement shall
be and remain the property of the Government of Newfoundland and Labrador.

6.0  
**DISCLOSURE STATEMENTS**

6.1  The Contractual Service Provider shall, upon proposing to undertake an activity that may contravene the *Conflict of Interest Act, 1995*, or upon becoming aware that an activity that he or she has already undertaken may contravene the *Conflict of Interest Act, 1995* disclose in writing full particulars of the activity to the Deputy Minister or designate in accordance with the provisions of the *Conflict of Interest Act, 1995*.

7.0  
**TERMINATION**

7.1  This Agreement may be terminated by either party at any time during the Term, upon fourteen (14) calendar days' notice in writing to the other party, in which event the Deputy Minister shall pay to the Contractual Service Provider any amount owing to the date of such termination.

7.2  Upon termination of this Agreement pursuant to Clause 7.1, the Contractual Service Provider shall not be entitled to any payment as a consequence of or in compensation for the termination.

7.3  The addresses for notices of termination shall be:

For the Deputy Minister:

Geoff Williams  
Deputy Minister  
Human Resource Secretariat  
P.O. Box 8700  
St. John's, NL  
A1B 4J6

For the Contractual Service Provider:

Section 40 (1)
8.0 AMENDMENT

8.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous Agreements or arrangements, written or oral, relating to this Agreement.

8.2 If, at any time during the Term of this Agreement, the Parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written Agreement between them which shall be supplemental to and form part of this Agreement.

9.0 ASSIGNMENT

9.1 This Agreement may not be assigned in whole or in part by the Contractual Service Provider.

10.0 GOVERNING LAW

10.1 This Agreement shall be governed by the laws of the Province of Newfoundland and Labrador.

11.0 RELATION TO GOVERNMENT

11.1 The Contractual Service Provider agrees that, in the performance of the Services under this Agreement, the Contractual Service Provider shall not be, nor be deemed to be an employee, officer, servant or agent of the Government of Newfoundland and Labrador and that the relationship between the Contractual Service Provider and the Government of Newfoundland and Labrador shall be wholly contained within the terms of this Agreement. For greater certainty, the Contractual Service Provider shall act throughout as an independent contractor and shall not be nor be deemed to be an agent of the Government.

11.2 The Contractual Service Provider shall not be entitled to benefits to which regular employees of the Government of Newfoundland and Labrador are entitled, including any amounts paid in relation to employment benefit plans or pension, health or insurance benefits.

12.0 SURVIVAL

12.1 Clauses 4 (Confidentiality) and 5 (Intellectual Property and Ownership of Records) shall survive this Agreement.
13.0 WAIVER

13.1 Notwithstanding anything herein contained, the failure of the Deputy Minister to enforce a right provided hereunder or a breach of this Agreement shall not constitute a waiver of that right or breach nor in respect of future breaches as might occur.

14.0 BINDING EFFECT

14.1 This Agreement shall endure to the benefit of and be binding upon the Deputy Minister and the Contractual Service Provider and their heirs, executors, successors and assigns.

IN WITNESS WHEREOF the Parties have signed this Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

WITNESS

HUMAN RESOURCE SECRETARIAT

Deputy Minister

SIGNED, SEALED AND DELIVERED in the presence of:

Contractual Service Provider

Section 40(1)
APPENDIX A

FRENCH LANGUAGE TRAINING OFFICER

DUTIES AND RESPONSIBILITIES

The Contractual Service Provider is paid to deliver French language training, which comprises the following duties and responsibilities:

- Deliver instruction, in accordance with the Calendar of Instruction provided
- Keep informed of the pedagogical objectives, approaches, methods and material related to the program
- Gather and organize pedagogical materials to complement the established curriculum in order to ensure the learners' needs are met
- Evaluate student progress
- Offer support to students
- Perform administrative duties such as compiling evaluation assessments and keeping records of attendance and any other records required by the Office of French Services
- Submit such records to the Manager of the Office of French Services in a timely manner or as required
CONTRACT FOR SERVICES

THIS AGREEMENT is made at St. John's in the Province of Newfoundland and Labrador this 4th day of September 2015.

BETWEEN HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Deputy Minister responsible for the Human Resource Secretariat (the "Deputy Minister")

AND Nadine Wadden (the "Contractual Service Provider")

(collectively referred to as the "Parties")

THIS AGREEMENT WITNESSES that, in consideration of the promises and covenants expressed herein, the Parties agree as follows:

1.0 SERVICES

1.1 The Deputy Minister engages the Contractual Service Provider to perform the duties and assume the responsibilities of a French Language Training Officer (also, the "Services") and the Contractual Service Provider accepts the position of and shall perform the duties and responsibilities of a French Language Training Officer.

1.2 The Contractual Service Provider shall perform those duties and responsibilities of a French Language Training Officer as are more particularly set out in Appendix "A" attached hereto, which Appendix "A" is incorporated by reference within and shall form part of this Agreement.

1.3 The Contractual Service Provider shall carry out the duties and responsibilities referred to in Clause 1.2 as follows:

1.3.1 The Services are to performed at St. John's, Newfoundland and Labrador, or such other place as the Deputy Minister may designate; and

1.3.2 The Services are to be performed during the period from September 14, 2015 to June 10, 2016, inclusive (herein called the "Term of the Agreement").

2.0 HOURS OF WORK

2.1 The Contractual Service Provider shall perform the Services referred to in Article 1.0 from 6:30 p.m. to 9:30 p.m. on Wednesdays, or at such other times as the Deputy Minister may require or designate.
3.0 PAYMENT

3.1 Subject to Clause 3.2, the Deputy Minister shall pay to the Contractual Service Provider during the term of this Agreement the rate of $30.00 per hour. The per hour rate will be paid upon submission of a satisfactory invoice approved by the Manager of the Office of French Services. The Contractual Service Provider may invoice the Deputy Minister for three (3) hours per week of instruction and for two (2) hours per week of preparation/administration. The Contractual Service Provider may also invoice the Deputy Minister for three (3) hours of preparation/correction for each final module evaluation, as well as for any additional hours of work authorized in writing by the Manager of the Office of French Services, at the rate of $30 per hour. In total, the Contractual Service Provider may invoice the Deputy Minister for an amount not exceeding $5,130.

3.2 The Contractual Service Provider is solely responsible for paying taxes and/or fees associated with earnings arising from this contract for service.

3.3 The amount set out in Clause 3.1 shall constitute the full, complete and entire amount payable to the Contractual Service Provider under this Agreement, notwithstanding that the Contractual Service Provider may be required from time to time to work during hours other than those specified in Clause 2.1.

4.0 CONFIDENTIALITY

4.1 Without the prior written consent of the Deputy Minister, the Contractual Service Provider shall not at any time during the term of this Agreement or subsequent to the termination of this Agreement either directly or indirectly communicate or divulge confidential information to any other person, except a person employed by the Government of Newfoundland and Labrador authorized to know such information.

4.2 Confidential information shall include all information the Contractual Service Provider receives, discovers, develops or has access to involving any operations or decisions of the Government of Newfoundland and Labrador.

4.3 The Contractual Service Provider shall be required to comply with the provisions of the Conflict of Interest Act, 1995 and shall adhere to the provisions of the Access to Information and Protection Privacy Act, 2015.

5.0 INTELLECTUAL PROPERTY AND OWNERSHIP OF RECORDS

5.1 All information, data, or records produced by the Contractual Service Provider in the performance of the Services under this Agreement shall be and remain the property of the Government of Newfoundland and Labrador.
6.0 DISCLOSURE STATEMENTS

6.1 The Contractual Service Provider shall, upon proposing to undertake an activity that may contravene the Conflict of Interest Act, 1995, or upon becoming aware that an activity that he or she has already undertaken may contravene the Conflict of Interest Act, 1995 disclose in writing full particulars of the activity to the Deputy Minister or designate in accordance with the provisions of the Conflict of Interest Act, 1995.

7.0 TERMINATION

7.1 This Agreement may be terminated by either party at any time during the Term, upon fourteen (14) calendar days' notice in writing to the other party, in which event the Deputy Minister shall pay to the Contractual Service Provider any amount owing to the date of such termination.

7.2 Upon termination of this Agreement pursuant to Clause 7.1, the Contractual Service Provider shall not be entitled to any payment as a consequence of or in compensation for the termination.

7.3 The addresses for notices of termination shall be:

For the Deputy Minister:

Geoff Williams
Deputy Minister
Human Resource Secretariat
P.O. Box 8700
St. John's, NL
A1B 4J6

For the Contractual Service Provider:
8.0 **AMENDMENT**

8.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous Agreements or arrangements, written or oral, relating to this Agreement.

8.2 If, at any time during the Term of this Agreement, the Parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written Agreement between them which shall be supplemental to and form part of this Agreement.

9.0 **ASSIGNMENT**

9.1 This Agreement may not be assigned in whole or in part by the Contractual Service Provider.

10.0 **GOVERNING LAW**

10.1 This Agreement shall be governed by the laws of the Province of Newfoundland and Labrador.

11.0 **RELATION TO GOVERNMENT**

11.1 The Contractual Service Provider agrees that, in the performance of the Services under this Agreement, the Contractual Service Provider shall not be, nor be deemed to be an employee, officer, servant or agent of the Government of Newfoundland and Labrador and that the relationship between the Contractual Service Provider and the Government of Newfoundland and Labrador shall be wholly contained within the terms of this Agreement. For greater certainty, the Contractual Service Provider shall act throughout as an independent contractor and shall not be nor be deemed to be an agent of the Government.

11.2 The Contractual Service Provider shall not be entitled to benefits to which regular employees of the Government of Newfoundland and Labrador are entitled, including any amounts paid in relation to employment benefit plans or pension, health or insurance benefits.

12.0 **SURVIVAL**

12.1 Clauses 4 (Confidentiality) and 5 (Intellectual Property and Ownership of Records) shall survive this Agreement.
13.0 **WAIVER**

13.1 Notwithstanding anything herein contained, the failure of the Deputy Minister to enforce a right provided hereunder or a breach of this Agreement shall not constitute a waiver of that right or breach nor in respect of future breaches as might occur.

14.0 **BINDING EFFECT**

14.1 This Agreement shall endure to the benefit of and be binding upon the Deputy Minister and the Contractual Service Provider and their heirs, executors, successors and assigns.

**IN WITNESS WHEREOF** the Parties have signed this Agreement.

**SIGNED, SEALED AND DELIVERED**

**In the presence of:**

**HUMAN RESOURCE SECRETARIAT**

[Signature]

Witness

[Signature]

Deputy Minister

**SIGNED, SEALED AND DELIVERED**

**In the presence of:**

[Signature]

Contractual Service Provider

**Section 40 (1)**
AGREEMENT

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador, on this 15th day of June, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister responsible for the Human Resource Secretariat.

("the Client")

AND: Language Research Development Group, 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 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**

(i) **Unit & Hourly Rate**

Subject to Article 3.1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant (plus HST):

$175.00 per course module of French language training; and
$55.00 per hour of tutorial support.

1.2 **Reimbursement of Expenses**

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

1.3 **Payment General**

(a) Regardless of the payment option selected in Article 1.1 and/or 1.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of Ten Thousand Eight Hundred Seventy-Five ($10,875.00) and that a minimum of ten percent (10 %) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.

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

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

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

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

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

(h) The Consultant shall submit invoices to:
Office of French Services
Johnson Building
95 Elizabeth Avenue
St. John's, NL
A1B 1R6
Email: gnilinvoices@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:
Jim Prowse, Senior Manager
Office of French Services
95 Elizabeth Avenue
St. John's, NL
A1B 1R6
Phone: 709-729-2223
Fax: 709-729-0781
Email: jimprowse@gov.nl.ca

For the Consultant:
Ginette Deininger, Corporate Sales Representative
Language Research Development Group, Inc.
1407, rue Saint-Alexandre
Montréal, Québec
H3A 2G3
Phone: (514) 989-1669
Fax: (514) 989-8538
Email: ginette.deininger@lrdgline.com
Notices, requests or documents shall be deemed to have been received by the addressee as follows:

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

5. **Entire Agreement**

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

6. **Representations and Warranties**

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

7. **Conflict Between Provisions**

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

8. **Start and Completion Date**

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

- **Start Date:** April 1, 2015
- **Completion Date:** September 30, 2015
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 Agreement.

10. **Paragraph Numbering**

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

11. **Counterparts**

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

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR

[Signature]

Minister Responsible for the Human Resource Secretariat

LANGUAGE RESEARCH DEVELOPMENT GROUP, INC.

[Signature]

Authorized Signature

Date: June 26th, 2015
SCHEDULE "A"
SCOPE OF WORK

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

- Evaluation/placement services and training materials (e.g., DVDs) for employees of the Government of Newfoundland and Labrador who are approved for French Language training by the Senior Manager of the Office of French Services;
- Telephone- or Internet-based live tutorial support for French Language training students, to be approved in advance by the Senior Manager of the Office of French Services;
- Access to the Language Research Development Group (LRDG) portal for all approved students and designated personnel of the Office of French Services; and,
- Reports pertaining to student performance and attendance as requested by the Office of French Services.

French Language Training Self-Study Program

Background
The Office of French Services, Human Resource Secretariat (hereafter, the Client), takes a coordinated approach involving cooperation with other departments and consultation with the Francophone community to build the capacity of the Government of Newfoundland and Labrador to deliver services in French and to contribute to the development of this community.

One of the measures taken to achieve these objectives is the delivery of a part-time, on-line French Language Training Program to employees of the Government of Newfoundland and Labrador. Traditionally, training is delivered in a classroom setting. However, some employees reside and work in areas of the province where a traditional classroom-based approach to training is not feasible. In addition, some employees travel frequently or are unable to enroll in training during work hours. Therefore, a French Language Training Self-Study program is required in order to meet the geographic realities and timing requirements of employees of the Government of Newfoundland and Labrador throughout the province.

Specifications
The French Language Training Self-Study Program is delivered through a virtual classroom, either Web-based or DVD/CD-Rom-based and is compatible with Microsoft Windows.

As increased access to French Language training is the rationale for this contract, students must be able to access the training product (excluding tutorials) while at the office, at home or while traveling and at any time of the day.

Additionally, students must have access to synchronous Internet-based or telephone-based qualified French language tutors or instructors, working with or on behalf of the Consultant, who can answer students' questions, identify learning gaps and generally guide/facilitate students' learning.

The self-study product must be supported by a Learning Management System (or Learning Content Management System) which will facilitate learning management and program administration for both the students and the Client. Specifically, the Learning Management...
System will allow the Client and students to generate and review progress and evaluation reports, competency gap analyses and learning recommendations. It must also enable students to schedule sessions with tutors/instructors and to send and receive messages/notice related to their learning.

The Consultant must also organize a one-hour demonstration of their program prior to commencement, as well as conduct testing at the end of each level for all students enrolled.

This contract is based on the delivery of modules of training with access to a tutor (e.g., the typical schedule is three hours of lessons and one hour of tutoring per week per module, typically based on ten weeks per module, hence an estimated 30 hours of study and ten hours of tutoring per module). Individual students enrolled in a module may request more than ten hours of tutorials per module: such requests will be reviewed and approved only at the discretion of the Senior Manager of the Office of French Services.

This contract is mainly focused on training students at a beginner level, i.e. students with little or no previous knowledge of French.

The cost of registration, materials, shipping, final testing and access to the Learning Management System are included in the contract.

All information, including copies provided to or collected by the Consultant, shall be used for the purpose of this contract only and shall be treated as confidential.

The Consultant will take such security measures as are necessary to ensure the protection of the information against unauthorized use or disclosure.
SCHEDULE "B"

SPECIAL TERMS AND CONDITIONS (as necessary)

All Special Terms and Conditions must be reviewed by both the departmental solicitor, and the Deputy Minister of the Department requesting the Work (the "Deputy Minister"). These Special Terms and Conditions shall not be of any effect unless initialed by the Deputy Minister.

The Special Terms and Conditions of this Agreement are as follows:

OR

1. No Special Terms and Conditions
SCHEDULE “C”

GENERAL TERMS AND CONDITIONS

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

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client 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 c-A-1.1, or the Personal Health Information Act, SNL2003 GP-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
The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in this jurisdiction, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2006, cm-1.01, the Privacy Act, RSNI1990 cp-22, and Personal Health Information Act, SNL2008 cp-7.01, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such Information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents. The Client may be compelled to disclose financial information pursuant to the first cited Act.

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

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

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

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

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

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:
(i) complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and

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

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

2.9 The Consultant shall:

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

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

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

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

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

Article 3. EMPLOYEES OF THE CONSULTANT

3.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person involved may refuse to approve payment for such Work.
3.2 The Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 4. ACCESS TO FACILITIES

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

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

Article - 5. RECORDS AND AUDIT

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

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

Article - 6. TERMINATION

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

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

6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto. The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.
Article - 7. LIABILITY

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

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

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

Article - 8. COMPLIANCE WITH LAW

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

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

Article - 9. ARBITRATION

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

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

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

Article - 11. USE OF WORK

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

Article - 12. CONFLICT OF INTEREST

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

12.2 The Consultant and the Consultant's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 13. SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

END OF SCHEDULE C
SCHEDULE “D”

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

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

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

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

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

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

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

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

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

END OF SCHEDULE D
Hi Jim,

I am in agreement with the terms stated below!

Thank you very much and have a great rest of the day!

--- Ginette

English or French? The Choice is Yours, the Pleasure is Ours!

Français ou anglais? À vous de choisir ... À nous le plaisir de vous servir!

Ginette Deininger
Director of Sales and Business Development | Directrice des ventes et du développement d’affaires

1407 Saint-Alexandre, Montreal, QC H3A 2G3
T: 1 888.989.5734, x229 / C: 514.773.8945 | F: 514.989.8538
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LRDG
Language Research
Development Group

This e-mail and any attachments may contain confidential information. If you are not the intended recipient, please notify the sender immediately by reply and delete this e-mail and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal. Please reply, return, and delete all or any communications through networks or email systems for quality control purposes.
From: "Prowse, Jim" <JimProwse@gov.nl.ca>
Date: Wednesday, September 30, 2015 at 2:42 PM
To: Ginette Deininger <ginette.deininger@lrdgonline.com>
Cc: Genevieve Beauchamp <genevieve.beauchamp@lrdgonline.com>
Subject: Government of Newfoundland and Labrador - LRDG agreement 2015-2016

Hello Ginette,

The Human Resource Secretariat, represented by the Office of French Services, is prepared to extend the term and dollar value of its agreement with LRDG. The following clauses represent the only amendments we deem necessary:

“3. 1.3. Payment General

(a) Regardless of the payment option selected in Article 1.1 and/or 1.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of Twenty-One Thousand Seven Hundred and Fifty Dollars ($21,750.00)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.

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: April 1, 2015
Completion Date: March 31, 2016"

If you are in agreement with the amendments as per the above clauses, please respond to this email in the affirmative.

Regards,
Jim Prowse
Senior Manager, Office of French Services
Government of Newfoundland and Labrador
Chef de service, Bureau des services en français
Gouvernement de Terre-Neuve-et-Labrador
St. John's NL (Terre-Neuve-et-Labrador)
709-729-2223
709-730-1780 (mobile)
This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender."
AGREEMENT

THIS AGREEMENT made effective as of August 1, 2009, signed at St. John's, in the Province of Newfoundland and Labrador, on this 1st 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:

I. 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"; and
   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).
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.

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: mccarthym@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.

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”.
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. 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/attpp/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

9.1 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, RSNL.1990 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
SCHEDULE “C”

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

The Consultant shall confirm with the Client whether the Consultant will be required to use information technology resources, including computers, of the 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.
Master Agreement on Language Services

between
Her Majesty in Right of Newfoundland and Labrador
Client Account 359
(hereafter referred to as the Province)

and
the Translation Bureau
Public Works and Government Services Canada
(hereafter referred to as the Bureau)

From April 1, 2013, to March 31, 2016
1 THE GOVERNMENT'S LANGUAGE SERVICE REQUIREMENTS

Mandate: The Office of French Services (OFS) is responsible for building the capacity of the Government of Newfoundland and Labrador to deliver services in French and to contribute to the development and vitality of the province's Francophone community. In addition to acting as a resource to government departments, the OFS is a point of contact for the Francophone community on government programs and services.

1.1 Purpose of this agreement
This master agreement on language services, hereafter referred to as the Agreement, is intended to set out the framework and nature of the relationship between the Province and the Bureau during the term of the Agreement.

1.2 Term of the Agreement
The Agreement will be in effect from April 1, 2013, to March 31, 2016.

1.3 Estimated total value of the Agreement
For 2013-2014, demand is expected to increase to $250,000. Both parties to the Agreement will agree once a year on an estimate of the total value of services required by the Province. Expenditures under this agreement are subject to the appropriation of funds by the House of Assembly of Newfoundland and Labrador.

1.4 Business volume forecast
As a special operating agency, the Bureau must recover all its costs through fees billed to its clients. Business-volume planning is therefore crucial to the Bureau. For the duration of the Agreement, the Province commits to supplying the Bureau, by January 31 of each year, with a final annual forecast of its expenditures for all services rendered by the Bureau.
2 RESPONSIBILITIES

2.1 Both parties agree to carry out responsibilities that reflect their accountabilities within the Agreement.

2.2 The Bureau's commitments

In order to meet the Province’s language services requirements, valued at approximately $250,000 for 2013–2014, the Bureau undertakes to:

- Assign language professionals to the Province, namely qualified translators, revisers, terminologists and interpreters—the size of the team will be based on the volume of work that the Province sends to the Bureau and could be adjusted upward or downward if there is a sharp change in volume;

- Call upon the services of its integrated network of specialized language professionals, where necessary;

- Meet the agreed-upon deadlines in the service requests;

- Guarantee the quality of its services;

- Maintain a high overall level of client satisfaction, and should the level of satisfaction drop, review the situation with the Province to find appropriate solutions; and

- Maintain a professional level of quality, that is, a level of quality that complies with industry standards and takes the Province’s terminology into account.

2.3 The Province’s responsibilities

In order to help the Bureau meet the Province’s language services requirements, the Province undertakes to:

- Adopt sound practices to manage its demand for linguistic services;

- Allocate sufficient time for translation in its production schedules for publications;

- Contact the Bureau as quickly as possible to report any instances of dissatisfaction; and

- Provide the Bureau with its terminology and its reference documents.
3 TERMS AND CONDITIONS OF THE AGREEMENT

3.1 Amendments and termination
The parties may amend the Agreement upon written notice and by mutual consent. Each party may terminate the Agreement provided that sixty (60) days' written notice is given to the other party.

3.2 Pricing and billing
The Bureau will bill for its services in accordance with the rates set out in Schedule B. The rates set out in Schedule B are valid for 2013–2014. The Province will be given prior notice of any change in rates.

3.2.1 The Province will be invoiced twice per month for services rendered. The Province shall remit to the Bureau the total due within 30 days of the invoice date or interest will be charged. Fees on non-sufficient funds cheques are applicable in accordance with the Government of Canada's Interest and Administrative Charges Regulations.

3.3 Resources provided for the Bureau
The Province will provide for the Bureau employees, at no cost, the physical resources needed to perform the work that it assigns to the Bureau employees, including reference books and other publications for the purposes of sending, receiving and consulting information.

3.4 Security of documents
The Bureau shall comply with the rules stated in the Government of Canada's Policy on Government Security with respect to the handling of classified and protected documents. The Province will identify its documents in a manner that is consistent with the Government of Canada's Policy on Government Security. When there is an issue regarding the rules, the Province and the Bureau will discuss the matter. The Bureau shall comply with the security standards in effect in the federal government. The Province is responsible for properly identifying all classified and protected documents before transmitting them to the Bureau. In cases where the Bureau notices that a classified or protected document is not properly marked as such, it will handle the document as if it had been marked classified or protected and discuss it with the Province.

The Province and the Bureau will use Entrust, priority post, registered mail or courier services to send documents that are Protected B.

Documents that are designated as Protected B will be saved on password-protected USB drive and stored in approved safes, or they will be disposed of in accordance with established standards.
Unclassified and Protected A documents are archived by the Bureau in translation memories and remain available for a five-year period. Protected B documents will be archived by the Bureau for a six-month period to be used only to help in the translation of future documents from the Province. The Province may wish to have destroyed documents which belong to it and which are of a sensitive or confidential nature. At the request of the Province, the Bureau agrees to destroy such documents in both their original and translated forms.

Any requests received by the Bureau for documents produced within the scope of the Agreement will be processed in accordance with the Access to Information Act and the Privacy Act, as well as the applicable Regulations and Guidelines. Public Works and Government Services Canada will make every reasonable effort to consult the Province prior to releasing documents requested.

Copyright

The Province is responsible for obtaining the written authorization of the copyright holder in order to be able to use and have translated any document protected by copyright, and for transmitting this written authorization, along with the document to be translated, to the Bureau.

3.5 Performance management

3.5.1 Official performance measurement

Every two years, the Bureau conducts an official assessment of its clients' satisfaction with its services, in accordance with the method recommended in the Treasury Board's Common Measurements Tool.

3.5.2 Clear service standards

The Bureau undertakes to improve the quality of its services and to strengthen its partnerships with its clients. As part of Public Works and Government Services Canada's Client Service Strategy, the Bureau has developed clear service standards and reports annually to its clients.

3.6 Counterparts and electronic delivery

The Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.
4 DESIGNATED CONTACTS AND DISPUTE SETTLEMENT

4.1 For the purpose of communication or to settle disputes between the Province and the Bureau, the parties agree to designate the following representatives:

4.1.1 Agreement: To discuss the Agreement, the Province designates Jeff Butt, Senior Manager, 709-729-2223, jeffkbutt@gov.nl.ca, and the Bureau designates Erin Burke, Section Chief, 902-496-5572, erin.burke@pwgsc-tpsgc.gc.ca.

4.1.2 Finance: To oversee the payment of invoices and settle billing-related disputes, the Province designates Natalie Matthews, Linguistic Services Policy Development Specialist, 709-729-5060, nataliematthews@gov.nl.ca, and the Bureau designates Erin Burke, Section Chief, 902-496-5572, erin.burke@pwgsc-tpsgc.gc.ca.

4.1.3 Service delivery: To discuss any matter related to service delivery, the Province must contact the appropriate resource person, whose contact information appears in Schedule A of the Agreement.

4.1.4 Feedback: To discuss the Province's level of satisfaction with the Bureau's services, including to make a complaint, express thanks or extend congratulations, the Province must contact the Bureau's Client Contact Centre.

4.1.5 Client accounts: To discuss any matter related to client accounts, the Province must contact the Bureau's Client Contact Centre.

4.1.6 Bureau Client Contact Centre contact information:

Telephone: 819-997-3300
E-mail: Bureau dela traduction.translationbureau@tpsgc-pwgsc.gc.ca
5 SIGNATURES

5.1 The Province and the Bureau agree to the provisions of this agreement.

Geoff Williams  
Acting Deputy Minister  
Human Resource Secretariat  
Government of Newfoundland and Labrador

Donna Achimov  
Chief Executive Officer  
Translation Bureau  
Public Works and Government Services Canada

Date  
Oct 18/13

date  
Sep 26, 2013

Sean Dutton  
Deputy Minister  
Intergovernmental and Aboriginal Affairs Secretariat  
Government of Newfoundland and Labrador

Date  
October 30, 2013
<table>
<thead>
<tr>
<th>Service</th>
<th>Details</th>
</tr>
</thead>
</table>
| **English to French translation** | East Coast Unit  
Translation Bureau  
1713, Bedford Row, 6th Floor  
Halifax NS B3J 3C9  
902-496-5110  
BTDIVISIONQUEBEC.BTQUEBECDIVISION@pwgsc-tpsgc.gc.ca  
Erin Burke, Chef de service,  
902-496-5572, erin.burke@pwgsc-tpsgc.gc.ca |
| **French to English translation** | East Coast Unit  
Translation Bureau  
1713, Bedford Row, 6th Floor  
Halifax NS B3J 3C9  
902-496-5110  
BTDIVISIONQUEBEC.BTQUEBECDIVISION@pwgsc-tpsgc.gc.ca  
Erin Burke, Chef de service,  
902-496-5572, erin.burke@pwgsc-tpsgc.gc.ca |
| **Multilingual translation** | 70 Crémazie Street, Gatineau, Quebec  
819-934-4641  
BTMultilingue.TBMultilingual@tpsgc-pwgsc.gc.ca |
| **After-Hours Emergency Service** | 1-855-997-3300 |
| **Conference interpretation – Official Languages** | 613-996-3346  
BTInterpretationLO.TBOLInterpretation@tpsgc-pwgsc.gc.ca |
| **Conference interpretation – Other Languages** | 613-996-0997  
BTInterpretation.TBInterpretation@tpsgc-pwgsc.gc.ca |
| **Closed-captioning and visual interpretation** | 613-996-3332  
613-992-3056 (TTD)  
BTIntervisuelle.TBvisualinter@tpsgc-pwgsc.gc.ca |
| **Terminology and linguistic questions (SVP service) – No charge** | Bureauadela traduction.translationbureau@tpsgc-pwgsc.gc.ca  
Fax: 819-953-6793 |
SCHEDULE B – TRANSLATION BUREAU'S 2013-2014 RATE SCHEDULE
Government of Newfoundland and Labrador
The Translation Bureau is at your service 24 hours a day, 7 days a week!
bbt.gc.ca/requestourservices

<table>
<thead>
<tr>
<th>SERVICE CATEGORY</th>
<th>TRANSLATION SERVICES</th>
<th>RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Official languages</td>
<td>$79/hour</td>
</tr>
<tr>
<td></td>
<td>Spanish or Portuguese towards French or English (or vice versa)</td>
<td>$87/hour</td>
</tr>
<tr>
<td></td>
<td>Aboriginal and foreign languages</td>
<td>$129/hour</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UNILINGUAL EDITING AND REVISION</th>
<th>Official languages</th>
<th>$87/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Spanish or Portuguese towards French or English (or vice versa)</td>
<td>$87/hour</td>
</tr>
<tr>
<td></td>
<td>Aboriginal languages or foreign languages</td>
<td>$129/hour</td>
</tr>
<tr>
<td></td>
<td>Professional evaluation</td>
<td>Contact Client Services for details.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INTERPRETATION SERVICES</th>
<th>Official languages</th>
<th>$775/interpreter-day</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Aboriginal languages or foreign languages</td>
<td>$930/interpreter-day</td>
</tr>
<tr>
<td></td>
<td>Visual languages (American Sign Language and Langue des signes québécoise)</td>
<td>Contact Interpretation Services for details</td>
</tr>
</tbody>
</table>

Note: Travel and accommodation expenses as well as administrative fees are extra. Cancellation policy applies. Contact Interpretation Services for details.

<table>
<thead>
<tr>
<th>PERSONALIZED SERVICES</th>
<th>Writing assistance</th>
<th>$87/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>On-site translator</td>
<td>$695/day (official languages)</td>
</tr>
<tr>
<td></td>
<td>Standby service</td>
<td>$965/day (foreign languages)</td>
</tr>
<tr>
<td></td>
<td>Terminology services</td>
<td>Contact Client Services for details.</td>
</tr>
</tbody>
</table>

Contact Client Services for details.

Note: Developing customized glossaries, participating on behalf of clients on terminology committees and other terminology projects.
## SERVICE CATEGORY

### LANGUAGE WORKSHOPS
- **Standard workshops**
- **Customized workshops**

### OTHER SERVICES
- **After-hours emergency service**
- **Special administrative services**
  Handling a multi-file request, combining files, searching for previously translated documents, handling files that require extra processing (such as PDF and JPG).

### NO-CHARGE SERVICES AND TOOLS
- **SVP service**
  Send us your terminology or linguistic questions, and we'll provide an answer within 1 business day!
- **Language Portal of Canada**, including TERMIUM Plus®, Writing Tools, Writing Tips and so much more!

### WHAT ELSE SHOULD YOU KNOW?
- **We provide services 24/7!**
  Regular office hours:
  Monday to Friday: 8:00 a.m. to 5:00 p.m. Call 819-997-3300.
  After-hours emergency service:
  Call 1-855-997-3300. (Please also see rush premium details below.)

- **Tips to keep your translation costs down**
  Plan your translation ahead of time:
  A 35% rush premium applies when the request deadline is less than 24 hours or when service delivery requires work outside of regular office hours.
  Bundle your short requests:
  Minimum billing period (paid services): 1 hour
  Send documents in a standard format:
  Fees for special administrative services may be applied to documents that require extra processing.

For more details about the 2013-2014 Rate Schedule, contact Client Services at 819-997-3300 or Bureaudelatraduction.TranslationBureau@tpsc-pwgsc.gc.ca, or visit our website at btb.gc.ca. For after-hours service, call 1-855-997-3300.