COR/2017/01858
April 12, 2017

Dear [Name]

RE: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act (Our File TW/051/2017)

On March 28, 2017, the Department of Transportation and Works received your request for access to the following records/information:

A copy of the contracts or agreements between Universal Helicopters and the Government of Newfoundland and Labrador for provision of rotor-wing air ambulance services in Newfoundland and Labrador between 2006 and the present.

I am pleased to inform you that a decision has been made by the Deputy Minister of Transportation and Works to provide access to some of the requested information.

Access to the remaining record 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):

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

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the Access to Information and Protection of Privacy Act (the Act). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.
The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL. A1B 3V8
Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.

The Act requires us to provide an advisory response within 10 days of receiving the request. As this request has been completed prior to day 10, this letter also serves as our Advisory Response.

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

If you have any further questions, please feel free to contact me by telephone at 709-729-5351 or by e-mail at FrankWalsh@gov.nl.ca.

Sincerely,

Michael Cook
ATIPP Coordinator
Department of Transportation and Works
Enclosures
Disclosure harmful to personal privacy

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

(2) A disclosure of personal information is not an unreasonable invasion of a third party's personal privacy where

(a) the applicant is the individual to whom the information relates;

(b) the third party to whom the information relates has, in writing, consented to or requested the disclosure;

(c) there are compelling circumstances affecting a person’s health or safety and notice of disclosure is given in the form appropriate in the circumstances to the third party to whom the information relates;

(d) an Act or regulation of the province or of Canada authorizes the disclosure;

(e) the disclosure is for a research or statistical purpose and is in accordance with section 70;

(f) the information is about a third party's position, functions or remuneration as an officer, employee or member of a public body or as a member of a minister's staff;

(g) the disclosure reveals financial and other details of a contract to supply goods or services to a public body;

(h) the disclosure reveals the opinions or views of a third party given in the course of performing services for a public body, except where they are given in respect of another individual;

(i) public access to the information is provided under the Financial Administration Act;

(j) the information is about expenses incurred by a third party while travelling at the expense of a public body;

(k) the disclosure reveals details of a licence, permit or a similar discretionary benefit granted to a third party by a public body, not including personal information supplied in support of the application for the benefit;

(l) the disclosure reveals details of a discretionary benefit of a financial nature granted to a third party by a public body, not including
(i) personal information that is supplied in support of the application for the benefit, or

(ii) personal information that relates to eligibility for income and employment support under the Income and Employment Support Act or to the determination of income or employment support levels; or

(m) the disclosure is not contrary to the public interest as described in subsection (3) and reveals only the following personal information about a third party:

(i) attendance at or participation in a public event or activity related to a public body, including a graduation ceremony, sporting event, cultural program or club, or field trip, or

(ii) receipt of an honour or award granted by or through a public body.

(3) The disclosure of personal information under paragraph (2)(m) is an unreasonable invasion of personal privacy where the third party whom the information is about has requested that the information not be disclosed.

(4) A disclosure of personal information is presumed to be an unreasonable invasion of a third party's personal privacy where

(a) the personal information relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation;

(b) the personal information is an identifiable part of a law enforcement record, except to the extent that the disclosure is necessary to dispose of the law enforcement matter or to continue an investigation;

(c) the personal information relates to employment or educational history;

(d) the personal information was collected on a tax return or gathered for the purpose of collecting a tax;

(e) the personal information consists of an individual's bank account information or credit card information;

(f) the personal information consists of personal recommendations or evaluations, character references or personnel evaluations;

(g) the personal information consists of the third party's name where

(i) it appears with other personal information about the third party, or
(ii) the disclosure of the name itself would reveal personal information about the third party; or

(h) the personal information indicates the third party’s racial or ethnic origin or religious or political beliefs or associations.

(5) In determining under subsections (1) and (4) whether a disclosure of personal information constitutes an unreasonable invasion of a third party’s personal privacy, the head of a public body shall consider all the relevant circumstances, including whether

(a) the disclosure is desirable for the purpose of subjecting the activities of the province or a public body to public scrutiny;

(b) the disclosure is likely to promote public health and safety or the protection of the environment;

(c) the personal information is relevant to a fair determination of the applicant’s rights;

(d) the disclosure will assist in researching or validating the claims, disputes or grievances of aboriginal people;

(e) the third party will be exposed unfairly to financial or other harm;

(f) the personal information has been supplied in confidence;

(g) the personal information is likely to be inaccurate or unreliable;

(h) the disclosure may unfairly damage the reputation of a person referred to in the record requested by the applicant;

(i) the personal information was originally provided to the applicant; and

(j) the information is about a deceased person and, if so, whether the length of time the person has been deceased indicates the disclosure is not an unreasonable invasion of the deceased person’s personal privacy.

Access or correction complaint

42.(1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days
(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52(1) or 53(1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

   (a) a request that is disregarded under section 21;

   (b) a decision respecting an extension of time under section 23;

   (c) a variation of a procedure under section 24; or

   (d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days
(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45(2).
HELICOPTER SERVICES

CONTRACT
04-A01

BETWEEN

THE DEPARTMENT OF WORKS, SERVICES AND TRANSPORTATION

AND

UNIVERSAL HELICOPTERS NEWFOUNDLAND LIMITED
<table>
<thead>
<tr>
<th>SECTION NUMBER</th>
<th>SECTION HEADING</th>
<th>PAGE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Contract Period</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Definitions</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>Helicopter Services</td>
<td>2</td>
</tr>
<tr>
<td>4.</td>
<td>Equipment, Spares &amp; Facilities</td>
<td>3</td>
</tr>
<tr>
<td>5.</td>
<td>Staff</td>
<td>4</td>
</tr>
<tr>
<td>6.</td>
<td>Hourly Rate</td>
<td>4</td>
</tr>
<tr>
<td>7.</td>
<td>Minimum Guarantees</td>
<td>4</td>
</tr>
<tr>
<td>8.</td>
<td>Fuel and Oil Charges</td>
<td>5</td>
</tr>
<tr>
<td>9.</td>
<td>Additional Charges</td>
<td>5</td>
</tr>
<tr>
<td>10.</td>
<td>Reporting and Invoices</td>
<td>6</td>
</tr>
<tr>
<td>11.</td>
<td>Right to Cancel Agreement</td>
<td>6</td>
</tr>
<tr>
<td>12.</td>
<td>Members of the House of Assembly</td>
<td>7</td>
</tr>
<tr>
<td>13.</td>
<td>Notices &amp; Addresses for Contact</td>
<td>7</td>
</tr>
<tr>
<td>14.</td>
<td>Assignment and Subletting</td>
<td>8</td>
</tr>
<tr>
<td>15.</td>
<td>Waiver</td>
<td>8</td>
</tr>
<tr>
<td>16.</td>
<td>Arbitration</td>
<td>9</td>
</tr>
<tr>
<td>17.</td>
<td>Performance Bond</td>
<td>9</td>
</tr>
<tr>
<td>18.</td>
<td>Certificates, Licences &amp; Insurance</td>
<td>9</td>
</tr>
<tr>
<td>19.</td>
<td>Indemnity Clause</td>
<td>10</td>
</tr>
<tr>
<td>20.</td>
<td>Laws Applicable</td>
<td>10</td>
</tr>
<tr>
<td>21.</td>
<td>Headings</td>
<td>10</td>
</tr>
<tr>
<td>22.</td>
<td>Agreement</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Signing of the Contract</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>Appendix A</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>Appendix B</td>
<td>13</td>
</tr>
</tbody>
</table>
THIS AGREEMENT made the 20th day of February 2004 at St. John's, in the Province of Newfoundland and Labrador.

BETWEEN UNIVERSAL HELICOPTERS NEWFOUNDLAND LIMITED  
(called the "Contractor") of the one part

AND HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Honourable the Minister of Works, Services and Transportation.  
(called the "Minister") of the other part

WITNESSETH that for and in consideration of the mutual covenants and conditions contained the parties agree as follows:

CONTRACT PERIOD

1.1 This agreement will come into force at 0001 hours on the 20th day of February 2004 and will terminate at 2400 hours on the 19th day of February 2006.

1.2 The Minister may extend this agreement for a further year commencing on 0001 hours on the 20th day of February 2006 and terminate at 2400 hours on the 19th day of February 2007, with adjustments to the hourly rate based on the Consumer Price Index for St. John's for the year 2006. The minimum guaranteed hours for this period will be 2125 hours.

DEFINITIONS

2.1 In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meaning, respectively, that is to say:

"Minister" means the Minister of Works, Services and Transportation or his/her designated officials.

Initials
"Helicopter" means the helicopter or helicopters required to be employed in the provision of the service and extends to any helicopter or helicopters which may be substituted for them.

"Helicopter Services" means the provision of helicopters along with crews, required equipment and facilities to provide helicopter flights as required by the Minister.

2.2 The singular number, where used in this Agreement, shall include the plural and vice versa.

**HELICOPTER SERVICES**

3.1 The Contractor shall provide to Departments of Government or any person named by the Minister, helicopter service in the Province of Newfoundland and Labrador for medical evacuation, forest fire surveillance, terrain surveillance, aerial search, personnel transportation or any other purpose specified by the Minister.

3.2 The Contractor shall provide, as a minimum, the following helicopter by model at the following designated locations:
   a) One (1) Bell 206 LR at Gander;
   b) One (1) Bell 206 LR at Deer Lake;
   c) One (1) Bell 206 LR at Goose Bay;
   d) One (1) Bell 206 LR at St. John's;
   e) One (1) Bell 206 LR at St. Alban's.

3.3 The helicopter service shall be available at all times during the term of this agreement subject only to adverse weather conditions.

3.4 The Contractor shall provide a back-up helicopter of equal or greater capability at no additional cost to the Minister to replace any helicopter taken out of service for any reason.
3.5 From time to time the Minister may request helicopters in excess of the minimum stated in Sections 3.2. The contractor has the option to provide these aircraft at their discretion.

**EQUIPMENT, SPARE PARTS & FACILITIES**

4.1 All helicopters shall be equipped with such ancillary equipment as to allow rapid conversion to air ambulance configuration as required. Helicopters shall also be minimally equipped with the items listed in Appendix A.

4.2 The Contractor shall provide an inventory of spare parts and components for immediate replacement when required to reduce downtime for maintenance to an absolute minimum.

4.3 The Contractor shall provide all required facilities including but not limited to hangers (or suitable accommodations), ground handling equipment, test equipment, tools and radios to enable flight-following services and ongoing liaison with Government Air Services.

4.4 The Contractor shall provide all supplementary aircraft equipment for fighting forest fires and external load lifting, including but not limited to, slings, nets, chokers and water buckets, at no additional cost to the Minister.

4.5 The Contractor shall provide float gear as required for all helicopters at no additional cost to the Minister.

4.6 The Minister shall notify the Contractor of any conditions outlined in this agreement that are not satisfactory to the Minister and the Contractor shall rectify these conditions as soon as possible to the satisfaction of the Minister.
5.1 All pilots flying helicopters under this contract shall have a minimum of 2000 hours of logged pilot-in-command helicopter time with at least 500 hours on the type of helicopter being utilized. In the case of the pilot(s) flying the helicopter stationed in Goose Bay, at least 1000 of 2000 hours required flying time shall have been logged in Labrador.

5.2 Helicopter engineers, who work on the helicopters under this contract, shall be fully certified with a minimum of four (4) years experience.

HOURLY RATE

6.1 The Minister shall compensate the Contractor at the rate of $948.00 per hour for each hour flown.

MINIMUM GUARANTEES

7.1 The minimum number of hours for which the Contractor shall be compensated for flying during the contract period shall be an aggregate of four thousand two hundred fifty (4250), for all purposes under Section 3.1 and all helicopters under Section 3.2 and Section 3.5.

7.2 Should the Minister not fly four thousand two hundred fifty (4250) hours during the contract period, February 20, 2004 to February 19, 2006, the Contractor shall be compensated for each hour not flown at the rate quoted in Section 6.1.

7.3 The charge per hour flown for any hours in excess of four thousand two hundred fifty (4250) aggregate during the contract period shall be the rate quoted in Section 6.1.

7.4 The Minister shall have the right to fly as many hours as desired on any helicopter subject only to Federal laws and regulations.
FUEL & OIL CHARGES

8.1 The Minister will compensate the Contractor for fuel and oil used by the helicopters during the contract period, where such fuel is provided by the Contractor, at supplier's costs or in the case of cached fuel at a price to be agreed upon based on total delivered cost.

8.2 The Contractor agrees to provide the Minister at the time of signing of this Agreement and at any time during the contract period when there is to be a fuel price increase or decrease, a list of cached fuel prices by location, which list shall include a breakdown of all components making up the total delivered cost.

8.3 The Contractor agrees to provide the Minister at the time of execution of this Agreement and at any time during the contract period when there is to be a fuel price increase or decrease, a list of fuel prices by location when such prices are based on supplier's cost only.

ADDITIONAL CHARGES

9.1 The only charges in addition to those provided for in Section 6, 7 and 8, which will be paid by the Minister, are approved out-of-pocket expenses of Contractor's employees, while on duty away from individual bases, which will be charged back to the Minister at cost. Meal charges are not to exceed the existing Government per diem rates. All other charges must be supported by receipts.

Per Diem Rates

<table>
<thead>
<tr>
<th>Meal</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$7.30</td>
</tr>
<tr>
<td>Lunch</td>
<td>$10.95</td>
</tr>
<tr>
<td>Dinner</td>
<td>$18.25</td>
</tr>
</tbody>
</table>

9.2 The Minister undertakes to advise the Contractor of any changes in these per diem meal rates which might occur during the contract period.
REPORTING AND INVOICING

10.1 Except for emergencies which require a rapid response, the Contractor agrees to make no other flights without prior clearance through the Air Services Division of the Department of Works, Services and Transportation.

10.2 The Contractor agrees to invoice the user department or agency for its own flights as designated on the flight authorization.

10.3 The Contractor agrees to utilize Government's standard Flight Report Form, which will be supplied by the Minister.

10.4 All invoices submitted by the Contractor will be accompanied by the approved flight authorization and flight report. The Contractor is responsible for ensuring that the flight report includes a list of passengers and is signed by the responsible departmental representative.

10.5 The Contractor agrees to include any charges for fuel and oil as referred to in Section 8 and any charges for crew expenses as referred to in Section 9 on the same invoice as the charges for the flight to which fuel and oil and crew expenses relate.

RIGHT TO CANCEL AGREEMENT

11.1 In the event that the Contractor is or has been in default in the performance, observance or compliance with any of the covenants, agreements or conditions of this Agreement, the Minister may by notice in writing require the Contractor to remedy the default within such reasonable time as may be fixed by the Minister in the notice. If, within the time so fixed, the Contractor shall not have remedied the default to the satisfaction of the Minister, then the Minister may by further notice in writing forthwith terminate this Agreement.

Initials _
11.2 If the Contractor is convicted of a breach of any law, order or regulation of Canada or the conditions of any licence or of being an accessory to any such offence, and if such offence shall have been committed in connection with the performance of the helicopter service or if any of the helicopters are employed either directly or indirectly in the commission of such offence, the Minister may, at his discretion, terminate this Agreement. However, the Contractor will be compensated for services provided to the time of termination.

MEMBERS OF THE HOUSE OF ASSEMBLY

12.1 No member of the House of Assembly of Newfoundland and Labrador shall be admitted to any share of this Agreement nor to any benefit to arise from this Agreement.

NOTICES AND ADDRESSES FOR CONTACT

13.1 Any notice or direction to the Contractor shall be deemed to be sufficiently given if sent by registered letter or facsimile, postage or charges prepaid as the case may be, addressed to the Contractor at his head office for the time being. Any such notice so given shall be deemed to have been received by the Contractor at the time when, in the ordinary course, such letter or telegram should have reached its destination. These notice provisions apply equally to notice from the Contractor to the Minister.

The address for the Contractor shall be:
Universal Helicopters Newfoundland Limited
P.O. Box 529, Station “C”
Happy Valley-Goose Bay, NL A0P 1C0

The address for the Minister shall be:
Honourable Minister
Department of Works, Services and Transportation
P. O. Box 8700
St. John’s, NL A1B 4J6
ASSIGNMENT AND SUBLETTING

14.1 The Contractor shall not assign this Agreement or sublet any part of it without the prior written consent of the Minister and any assignment or subletting made without this consent shall be of no effect.

14.2 No act or omission of the Contractor whether before or after the entry into this Agreement shall have the effect of rendering any monies payable by the Minister under this Agreement payable to any person, firm or corporation other than the Contractor unless the minister consents.

14.3 Subject to the preceding provisions of this Section, this Agreement shall enure to the benefit of and shall be binding upon successors and assigns of the Minister and the Contractor.

WAIVER

15.1 A waiver of a breach of a term or condition of this Agreement shall not be binding upon either party unless it is in writing and signed by the waiving party. A waiver by any party of any term or condition of this Agreement shall not constitute a continuing waiver of one or any other term or condition.

15.2 Any failure by the Minister at any time or from time to time to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of the Minister at any time to avail himself of such remedies as he may have for any breach of such terms or conditions.

Initials
ARBITRATION

16.1 All matters in dispute between the parties in relation to this Agreement shall be referred to the arbitration of a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators or any two of such three arbitrators shall be binding upon the parties and their respective heirs, executors, administrators, successors and assignees. The cost of any arbitration shall be borne equally by the parties.

PERFORMANCE BOND

17.1 A Performance Bond is required in the amount of $500,000.00. The Performance Bond must be received prior to the formal signing of this agreement.

In lieu of the Performance Bond, the Minister may accept at his/her sole discretion an approved certified cheque or irrevocable letter of credit from a Canadian Chartered Bank for $200,000.00. The cheque will be retained until satisfactory completion of the work after which this amount will be returned to the Contractor together with accrued interest at the current bank rate.

CERTIFICATES, LICENCES AND INSURANCE

18.1 The Contractor agrees to ensure that all applicable certificates and licences required to perform this service remains in effect for the duration of this Agreement.

18.2 The Contractor agrees to maintain throughout the term of this Agreement liability insurance covering the aircraft and its operation in respect of bodily injury, property damage and passenger liability with an inclusive limit not less than $20,000,000 per occurrence.
Her Majesty the Queen in Right of Newfoundland and Labrador must be added as an additional insured, only in relation to the operation of the aircraft leased from the Contractor and operated on behalf of the Government of Newfoundland and Labrador by the Contractor.

**INDEMNITY CLAUSE**

19.1 Neither the Minister nor Her Majesty shall be liable for any claims in any manner based upon, occasioned by or in any way attributable to the performance of the contracted service.

19.2 The Contractor shall at all times indemnify and save harmless the Minister, Her Majesty and their officers and servants from and against all claims, demands, actions, suits or any proceedings in respect to any such claims by whomsoever made, brought or prosecuted unless such proceedings are the result of the negligence or wilful misconduct of an officer or servant of Her Majesty while acting within the scope of his/her employment.

**LAW APPLICABLE**

20.1 The parties agree, in the event of dispute, that this Agreement is to be interpreted, construed and governed in accordance with the laws in force in the Province of Newfoundland and Labrador.

**HEADINGS**

21.1 The headings in this Agreement shall be deemed to be inserted for convenience only and shall not affect the scope, intent or interpretation of the contract.

**AGREEMENT**

22.1 This Agreement supersedes all communications, negotiations, arrangements and agreements whether written or oral relating to the provision of the helicopter service and it is understood that this Agreement contains the entire Agreement entered into between the parties.
IN WITNESS WHEREOF the parties have signed this Agreement dated 20TH day of February, 2004.

SIGNED, SEALED AND DELIVERED BY THE DEPUTY MINISTER in the presence of:

[Signature]

DEPUTY MINISTER OF WORKS, SERVICES & TRANSPORTATION

THE CORPORATE SEAL OF

Universal Helicopters Newfoundland Limited was affixed and this Contract was signed by the duly authorized officers in the presence of:

[Signature]

s. 40 (1)

President, COO

[Signature]

Initials: _
APPENDIX A

MINIMUM EQUIPMENT LIST

1. Singleside Band HF, FM and VHF radios with Government frequencies installed and/or programed.

2. A voice activated intercom system for each passenger seat including the ability to transmit.


5. Full cabin heater.


7. Collapsible water bucket storable in tail compartment (Bambi-type).

8. Shoulder harness for all seats.

9. 24 volt connector for infra-red scanner installation.

10. US Forest Service Type rotor blades.

11. Pip-pins in doors.

12. Loud hailer and siren.
APPENDIX "B"

AIRCRAFT AND OPERATION INFORMATION

Each tender must provide the following information:

1. **Performance Rating** (at maximum gross, standard day)
   
   a) Make: Bell
   
   Model: 206 LR

   b) Speed:
   
   130 mph

   c) Fuel Consumption:
   
   130 litre/hour

   d) Range:
   
   390 sm

2. **Weights**
   
   a) Maximum sling load:
   
   1400 lbs

   b) Payload with full fuel:
   
   1052 lbs

   c) Maximum range, full fuel:
   
   3 hours, 15 minutes

3. **Capacity**
   
   a) Maximum passenger seating:
   
   6 passengers, 1 crew

   b) Maximum Fuel:
   
   220 lbs
HELICOPTER SERVICES

CONTRACT

BETWEEN

DEPARTMENT OF TRANSPORTATION & WORKS

AND

UNIVERSAL HELICOPTERS NEWFOUNDLAND LIMITED
## HELICOPTER SERVICES CONTRACT

### TABLE OF CONTENTS

| Page |
|---|---|
| 1. Contract Period | 1 |
| 2. Definitions | 1 |
| 3. Helicopter Services | 2 |
| 4. Equipment, Spares & Facilities | 2 |
| 5. Staff | 3 |
| 6. Hourly Rate | 3 |
| 7. Minimum Guarantees | 3 |
| 8. Fuel and Oil Charges | 4 |
| 9. Additional Charges | 4 |
| 10. Reporting and Invoices | 4 |
| 11. Right to Cancel Agreement | 5 |
| 12. Members of the House of Assembly | 5 |
| 13. Notices & Addresses for Contact | 6 |
| 14. Assignment and Subletting | 6 |
| 15. Waiver | 6 |
| 16. Arbitration | 7 |
| 17. Performance Bond | 7 |
| 18. Certificates, Licences & Insurance | 7 |
| 19. Indemnity Clause | 8 |
| 20. Laws Applicable | 8 |
| 21. Headings | 8 |
| 22. Agreement | 8 |
| Signing of the Contract | 9 |
| Appendix A | 10 |
| Appendix B | 11 |
HELICOPTER SERVICES CONTRACT

THIS AGREEMENT made the 16th day of February, 2007, at St. John's, in the Province of Newfoundland and Labrador.

BETWEEN UNIVERSAL HELICOPTERS NEWFOUNDLAND LIMITED
(Called the "Contractor") of the one part

AND HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND
as represented by the Honourable the Minister of Transportation and Works. (Called the "Minister") of the other part

WITNESSETH that for and in consideration of the mutual covenants and conditions contained the parties agree as follows:

CONTRACT PERIOD

1.1 This agreement will come into force at 0001 hours on the 20th day of February 2007 and will terminate at 2400 hours on the 19th day of February 2009.

1.2 The Minister may extend this agreement for a further year commencing on 0001 hours on the 20th day of February 2009 and terminate at 2400 hours on the 19th day of February 2010, with adjustments to the hourly rate based on the Consumer Price Index for St. John's for the year 2009. The minimum guaranteed hours for this period will be 2125 hours.

DEFINITIONS

2.1 In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meaning, respectively, that is to say:
"Minister" means the Minister of Transportation and Works or his/her designated officials.

"Helicopter" means the helicopter or helicopters required to be employed in the provision of the service and extends to any helicopter or helicopters which may be substituted for them.

"Helicopter Services" means the provision of helicopters along with crews, required equipment and facilities to provide helicopter flights as required by the Minister.

2.2 The singular number, where used in this Agreement, shall include the plural and vice versa.
3.1 The Contractor shall provide to Departments of Government or any person named by the Minister, helicopter service in the Province of Newfoundland and Labrador for medical evacuation, forest fire surveillance, terrain surveillance, aerial search, personnel transportation or any other purpose specified by the Minister.

3.2 The Contractor shall provide, as a minimum, the following helicopter by model at the following designated locations:

   a) One (1) Bell 206 LR at Gander;
   b) One (1) Bell 206 LR at Deer Lake;
   c) One (1) Bell 206 LR at Goose Bay;
   d) One (1) Bell 206 LR at St. John's;
   e) One (1) Bell 206 LR at St. Alban's.

3.3 The helicopter service shall be available at all times during the term of this agreement subject only to adverse weather conditions.

3.4 The Contractor shall provide a back-up helicopter of equal or greater capability at no additional cost to the Minister to replace any helicopter taken out of service for any reason.

4.1 All helicopters shall be equipped with such ancillary equipment as to allow rapid conversion to air ambulance configuration as required. Helicopters shall also be minimally equipped with the items listed in Appendix A.

4.2 The Contractor shall provide an inventory of spare parts and components for immediate replacement when required to reduce downtime for maintenance to an absolute minimum.

4.3 The Contractor shall provide all required facilities including but not limited to hangers (or suitable accommodations), ground handling equipment, test equipment, tools and radios to enable flight following services and ongoing liaison with Government Air Services.

4.4 The Contractor shall provide all supplementary aircraft equipment for fighting forest fires and external load lifting, including but not limited to, slings, nets, chokers and water buckets, at no additional cost to the Minister.
4.5 The Contractor shall provide float gear as required for all helicopters at no additional cost to the Minister.

4.6 The Minister shall notify the Contractor of any conditions outlined in this agreement that are not satisfactory to the Minister and the Contractor shall rectify these conditions as soon as possible to the satisfaction of the Minister.

STAFF

5.1 All pilots flying helicopters under this contract shall have a minimum of 2000 hours of logged pilot-in-command helicopter time with at least 500 hours on the type of helicopter being utilized. In the case of the pilot(s) flying the helicopter stationed in Goose Bay, at least 1000 of 2000 hours required flying time shall have been logged in Labrador.

5.2 Helicopter engineers, who work on the helicopters under this contract, shall be fully certified with a minimum of four (4) years experience.

HOURLY RATE

6.1 The Minister shall compensate the Contractor at the rate of $1,073.00 per hour for each hour flown.

MINIMUM GUARANTEES

7.1 The minimum number of hours for which the Contractor shall be compensated for flying during the contract period shall be an aggregate of four thousand two hundred fifty (4250), for all purposes under Section 3.1 and all helicopters under Section 3.2.

7.2 Should the Minister not fly four thousand two hundred fifty (4250) hours during the contract period, February 20, 2007 to February 19, 2009, the Contractor shall be compensated for each hour not flown at the rate quoted in Section 6.1.

7.3 The charge per hour flown for any hours in excess of four thousand two hundred fifty (4250) aggregate during the contract period shall be the rate quoted in Section 6.1.
7.4 The Minister shall have the right to fly as many hours as desired on any helicopter subject only to Federal laws and regulations.

**FUEL & OIL CHARGES**

8.1 The Minister will compensate the Contractor for fuel and oil used by the helicopters during the contract period, where such fuel is provided by the Contractor, at supplier's costs or in the case of cached fuel at a price to be agreed upon based on total delivered cost.

8.2 The Contractor agrees to provide the Minister at the time of signing of this Agreement and at any time during the contract period when there is to be a fuel price increase or decrease, a list of cached fuel prices by location, which list shall include a breakdown of all components making up the total delivered cost.

8.3 The Contractor agrees to provide the Minister at the time of execution of this Agreement and at any time during the contract period when there is to be a fuel price increase or decrease, a list of fuel prices by location when such prices are based on supplier's cost only.

**ADDITIONAL CHARGES**

9.1 The only charges in addition to those provided for in Section 6, 7 and 8, which will be paid by the Minister, are approved out-of-pocket expenses of Contractor's employees, while on duty away from individual bases, which will be charged back to the Minister at cost. Meal charges are not to exceed the existing Government per diem rates. All other charges must be supported by receipts.

**Per Diem Rates:**

- Breakfast .......................................................... ($7.30)
- Lunch .............................................................. ($10.95)
- Dinner ............................................................... ($18.25)

9.2 The Minister undertakes to advise the Contractor of any changes in these per diem meal rates which might occur during the contract period.

**REPORTING AND INVOICING**

10.1 Except for emergencies which require a rapid response, the Contractor agrees to make no other flights without prior clearance through the Air Services Division of the Department of Transportation and Works.
10.2 The Contractor agrees to invoice the user department or agency for its own flights as designated on the flight authorization.

10.3 The Contractor agrees to utilize Government's standard Flight Report Form, which will be supplied by the Minister.

10.4 All invoices submitted by the Contractor will be accompanied by the approved flight authorization and flight report. The Contractor is responsible for ensuring that the flight report includes a list of passengers and is signed by the responsible departmental representative.

10.5 The Contractor agrees to include any charges for fuel and oil as referred to in Section 8 and any charges for crew expenses as referred to in Section 9 on the same invoice as the charges for the flight to which fuel and oil and crew expenses relate.

RIGHT TO CANCEL AGREEMENT

11.1 In the event that the Contractor is or has been in default in the performance, observance or compliance with any of the covenants, agreements or conditions of this Agreement, the Minister may by notice in writing require the Contractor to remedy the default within such reasonable time as may be fixed by the Minister in the notice. If, within the time so fixed, the Contractor shall not have remedied the default to the satisfaction of the Minister, then the Minister may by further notice in writing forthwith terminate this Agreement.

11.2 If the Contractor is convicted of a breach of any law, order or regulation of Canada or the conditions of any licence or of being an accessory to any such offence, and if such offence shall have been committed in connection with the performance of the helicopter service or if any of the helicopters are employed either directly or indirectly in the commission of such offence, the Minister may, at his discretion, terminate this Agreement. However, the Contractor will be compensated for services provided to the time of termination.

MEMBERS OF THE HOUSE OF ASSEMBLY

12.1 No member of the House of Assembly of Newfoundland shall be admitted to any share of this Agreement nor to any benefit to arise from this Agreement.

NOTICES AND ADDRESSES FOR CONTACT

13.1 Any notice or direction to the Contractor shall be deemed to be sufficiently given if sent by registered letter or facsimile, postage or charges prepaid as the case may be,
addressed to the Contractor at his head office for the time being. Any such notice so given shall be deemed to have been received by the Contractor at the time when, in the ordinary course, such letter or telegram should have reached its destination. These notice provisions apply equally to notice from the Contractor to the Minister.

The address for the Contractor shall be:

Universal Helicopters Newfoundland Limited
P.O. Box 529, Station ACc
Happy Valley-Goose Bay, NL
A0P 1E0

The address for the Minister shall be:

Honourable Minister
Department of Transportation and Works
P.O. Box 8700
St. John’s, NL A1B 4J6

ASSIGNMENT AND SUBLetting

14.1 The Contractor shall not assign this Agreement or sublet any part of it without the prior written consent of the Minister and any assignment or subletting made without this consent shall be of no effect.

14.2 No act or omission of the Contractor whether before or after the entry into this Agreement shall have the effect of rendering any monies payable by the Minister under this Agreement payable to any person, firm or corporation other than the Contractor unless the Minister consents.

14.3 Subject to the preceding provisions of this Section, this Agreement shall enure to the benefit of and shall be binding upon successors and assigns of the Minister and the Contractor.

WAIVER

15.1 A waiver of a breach of a term or condition of this Agreement shall not be binding upon either party unless it is in writing and signed by the waiving party. A waiver by any party of any term or condition of this Agreement shall not constitute a continuing waiver of one or any other term or condition.

15.2 Any failure by the Minister at any time or from time to time to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair
such terms or conditions in any way or the right of the Minister at any time to avail
himself of such remedies as he may have for any breach of such terms or conditions.

ARBITRATION

16.1 All matters in dispute between the parties in relation to this Agreement shall be
referred to the arbitration of a single arbitrator, if the parties agree upon one,
otherwise to three arbitrators, one to be appointed by each party and a third to be
chosen by the first two named before they enter upon the business of arbitration. The
award and determination of such arbitrator or arbitrators or any two of such three
arbitrators shall be binding upon the parties and their respective heirs, executors,
administrators, successors and assignees. The cost of any arbitration shall be borne
equally by the parties.

PERFORMANCE BOND

17.1 A Performance Bond is required in the amount of $500,000.00. The Performance
Bond must be received prior to the formal signing of this agreement.

In lieu of the Performance Bond, the Minister may accept at his/her sole discretion an
approved certified cheque in the amount of $200,000.00. The cheque will be
retained until satisfactory completion of the work after which this amount will be
returned to the Contractor together with accrued interest at the current bank rate.

CERTIFICATES, LICENCES AND INSURANCE

18.1 The Contractor agrees to ensure that all applicable certificates and licences required
to perform this service remains in effect for the duration of this Agreement.

18.2 The Contractor agrees to maintain throughout the term of this Agreement liability
insurance covering the aircraft and its operation in respect of bodily injury, property
damage and passenger liability with an inclusive limit not less than $20,000,000 per
occurrence. Her Majesty the Queen in Right of Newfoundland must be added as an
additional insured, only in relation to the operation of the aircraft leased from the
Contractor and operated on behalf of the Government of Newfoundland and
Labrador by the Contractor.

INDEMNITY CLAUSE

19.1 Neither the Minister nor Her Majesty shall be liable for any claims in any manner
based upon, occasioned by or in any way attributable to the performance of the
contracted service.
19.2 The Contractor shall at all times indemnify and save harmless the Minister, Her Majesty and their officers and servants from and against all claims, demands, actions, suits or any proceedings in respect to any such claims by whomsoever made, brought or prosecuted unless such proceedings are the result of the negligence or wilful misconduct of an officer or servant of Her Majesty while acting within the scope of his/her employment.

LAW APPLICABLE

20.1 The parties agree, in the event of dispute, that this Agreement is to be interpreted, construed and governed in accordance with the laws in force in the Province of Newfoundland and Labrador.

HEADINGS

21.1 The headings in this Agreement shall be deemed to be inserted for convenience only and shall not affect the scope, intent or interpretation of the contract.

AGREEMENT

22.1 This Agreement supersedes all communications, negotiations, arrangements and agreements whether written or oral relating to the provision of the helicopter service and it is understood that this Agreement contains the entire Agreement entered into between the parties.
IN WITNESS WHEREOF the parties have signed this Agreement dated 19 day of February 2007.

SIGNED, SEALED AND DELIVERED BY
THE MINISTER IN THE PRESENCE OF:

Witness

Minister of Transportation & Works

THE CORPORATE SEAL OF

was affixed and this Contract was signed by the duly authorized officers in the presence of:

Witness

Universal Helicopters Newfoundland Limited
APPENDIX A

MINIMUM EQUIPMENT LIST

1. Singleside Band HF, FM and VHF radios with Government frequencies installed and/or progranned.

2. A voice activated intercom system for each passenger seat including the ability to transmit.


5. Full cabin heater.


7. Collapsible water bucket storable in tail compartment (Bambi- type).

8. Shoulder harness for all seats.

9. 24 volt connector for infra-red scanner installation.

10. US Forest Service Type rotor blades.

11. Pip-pins in doors.

12. Loud hailer and siren.
APPENDIX B

AIRCRAFT AND OPERATION INFORMATION

Each tender must provide the following information:

1. PERFORMANCE RATING (at maximum gross, standard day)
   a) Make: Bell    Model: 206 LR
   b) Speed: 130 m.p.h.
   c) Fuel Consumption: 130 litres/hour
   d) Range: 390 SM

2. WEIGHTS
   a) Maximum sling load: 1500 lbs.
   b) Payload with full fuel: 1052 lbs.
   c) Maximum range, full fuel: 3 Hours, 15 Minutes

3. CAPACITY
   a) Maximum passenger seating: 6 Passengers and 1 Crew
   b) Maximum Fuel: 220 lbs. with 6 passengers
HELICOPTER SERVICES

CONTRACT

BETWEEN

DEPARTMENT OF TRANSPORTATION & WORKS

AND

UNIVERSAL HELICOPTERS NEWFOUNDLAND LIMITED

RECEIVED
MAY 06 2009
HELIICOPTER SERVICES CONTRACT

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Contract Period</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Definitions</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>Helicopter Services</td>
<td>2</td>
</tr>
<tr>
<td>4.</td>
<td>Equipment, Spares &amp; Facilities</td>
<td>3</td>
</tr>
<tr>
<td>5.</td>
<td>Staff</td>
<td>3</td>
</tr>
<tr>
<td>6.</td>
<td>Hourly Rate</td>
<td>4</td>
</tr>
<tr>
<td>7.</td>
<td>Minimum Guarantees</td>
<td>4</td>
</tr>
<tr>
<td>8.</td>
<td>Fuel and Oil Charges</td>
<td>4</td>
</tr>
<tr>
<td>9.</td>
<td>Additional Charges</td>
<td>4</td>
</tr>
<tr>
<td>10.</td>
<td>Reporting and Invoices</td>
<td>5</td>
</tr>
<tr>
<td>11.</td>
<td>Right to Cancel Agreement</td>
<td>6</td>
</tr>
<tr>
<td>12.</td>
<td>Members of the House of Assembly</td>
<td>6</td>
</tr>
<tr>
<td>13.</td>
<td>Notices &amp; Addresses for Contact</td>
<td>6</td>
</tr>
<tr>
<td>14.</td>
<td>Assignment and Subletting</td>
<td>7</td>
</tr>
<tr>
<td>15.</td>
<td>Waiver</td>
<td>7</td>
</tr>
<tr>
<td>16.</td>
<td>Arbitration</td>
<td>7</td>
</tr>
<tr>
<td>17.</td>
<td>Performance Bond</td>
<td>8</td>
</tr>
<tr>
<td>18.</td>
<td>Certificates, Licences &amp; Insurance</td>
<td>8</td>
</tr>
<tr>
<td>19.</td>
<td>Indemnity Clause</td>
<td>8</td>
</tr>
<tr>
<td>20.</td>
<td>Laws Applicable</td>
<td>9</td>
</tr>
<tr>
<td>21.</td>
<td>Headings</td>
<td>9</td>
</tr>
<tr>
<td>22.</td>
<td>Agreement</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>Signing of the Contract</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>Appendix A</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>Appendix B</td>
<td>12</td>
</tr>
</tbody>
</table>
HELIICOPTER SERVICES CONTRACT

THIS AGREEMENT made on the 20th day of April 2009, at St. John's, in the Province of Newfoundland and Labrador.

BETWEEN

UNIVERSAL HELICOPTERS NEWFOUNDLAND LIMITED

A body corporate organized and existing under the laws of the Province of Newfoundland and Labrador

(Called the "Contractor") of the one part

AND

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR

as represented by the Honourable the Minister of Transportation and Works. (Called the "Minister") of the other part

WITNESSETH that for and in consideration of the mutual covenants and conditions contained the parties agree as follows:

CONTRACT PERIOD

1.1 This agreement will come into force at 0001 hours on the 20th day of April 2009 and will terminate at 2400 hours on the 19th day of April 2012.

1.2 The Minister may extend this agreement for a further two years commencing on 0001 hours on the 20th day of April 2012 and terminate at 2400 hours on the 19th day of April 2014, with adjustments to the hourly rate based on the Consumer Price Index for St. John's for the year 2012. The minimum guaranteed hours for this period will be 5750 hours.

DEFINITIONS

2.1 In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meaning, respectively, that is to say:

"Minister" means the Minister of Transportation and Works or his/her designated officials.

"Helicopter" means the helicopter or helicopters required to be employed in the provision of the service and extends to any helicopter or helicopters which may be substituted for them.
"Helicopter Services" means the provision of helicopters along with crews, required equipment and facilities to provide helicopter flights as required by the Minister.

2.2 The singular number, where used in this Agreement, shall include the plural and vice versa.

**HELICOPTER SERVICES**

3.1 The Contractor shall provide to Departments of Government or any person named by the Minister, helicopter service in the Province of Newfoundland and Labrador for medical evacuation, surveillance, forest fire surveillance, terrain surveillance, wildlife surveillance, aerial search, aerial fire suppression, personnel transportation or any other purpose specified by the Minister.

3.2 The Contractor shall provide, as a minimum, the following helicopter by model at the following designated locations:

a) Two (2) Bell 206 LR’s at Gander;

b) One (1) Bell 206 LR at Pasadena; one (1) additional Bell 206LR at Pasadena each year from May 20th to August 31st.

c) One (1) Bell 206 LR at Happy Valley-Goose Bay;

d) One (1) Bell 206 LR at St. John’s;

e) One (1) Bell 206 LR at St. Alban’s.

3.3 The helicopter service shall be available at all times during the term of this agreement subject only to adverse weather conditions.

3.4 The Contractor shall provide a back-up helicopter of equal or greater capability at no additional cost to the Minister to replace any helicopter taken out of service for any reason.

3.5 With respect to the helicopters based at St. John’s and St. Alban’s, the Contractor may obtain permission from the Air Services Division of the Department of Transportation and Works to contract third party charters using dedicated aircraft of the type referenced in Clause 3.2 and described in Schedule “B” on a charter by charter basis. During such operations, the Contractor will not be held liable should the Minister or the Government of Newfoundland and Labrador have a requirement for that aircraft but hours accrued during such charters will be applied against the minimum guarantees of number of hours for which the Contractors will be compensated under this
Agreement as referenced in clauses 7.1 and 7.2 of this Agreement.

EQUIPMENT, SPARE PARTS & FACILITIES

4.1 All helicopters shall be equipped with such ancillary equipment as to allow rapid conversion to air ambulance configuration as required. Helicopters shall also be minimally equipped with the items listed in Appendix A.

4.2 The Contractor shall provide an inventory of spare parts and components for immediate replacement when required to reduce downtime for maintenance to an absolute minimum.

4.3 The Contractor shall provide all required facilities including but not limited to hangers (or suitable accommodations), ground handling equipment, test equipment, tools and radios to enable flight-following services and ongoing liaison with Government Air Services of the Minister.

4.4 The Contractor shall provide all supplementary aircraft equipment for fighting forest fires and external load lifting, including but not limited to, slings, nets, chokers and water buckets, at no additional cost to the Minister.

4.5 The Contractor shall provide float gear as required for all helicopters at no additional cost to the Minister.

4.6 The Minister shall notify the Contractor of any conditions outlined in this agreement that are not satisfactory to the Minister and the Contractor shall rectify these conditions as soon as possible to the satisfaction of the Minister.

STAFF

5.1 All pilots flying helicopters under this contract shall have a minimum of 2000 hours of logged pilot-in-command helicopter time with at least 500 hours on the type of helicopter being utilized. In the case of the pilot(s) flying the helicopter stationed at Happy Valley - Goose Bay, at least 1000 of the 2000 hours required flying time shall have been logged in Labrador. Pilots flying the Wildlife helicopters out of Gander and Pasadena (seasonal in Pasadena) must have considerable flying experience in wildlife research operations.

5.2 Helicopter engineers, who work on the helicopters under this contract, shall be fully certified with a minimum of four (4) years experience.
**HOURLY RATE**

6.1 The Minister shall compensate the Contractor at the rate of one thousand, one hundred and fifty eight dollars ($1,158.00) per hour for each hour flown.

**MINIMUM GUARANTEES**

7.1 The minimum number of hours for which the Contractor shall be compensated for flying during the contract period shall be an aggregate of eight thousand six hundred twenty-five (8625), for all purposes under Section 3.1 and all helicopters under Section 3.2 taken together as an aggregate.

7.2 Should the Minister not fly eight thousand six hundred twenty-five (8625) hours during the contract period, April 20, 2009 to April 19, 2012, the Contractor shall be compensated for each hour not flown at the rate quoted in Section 6.1.

7.3 The charge per hour flown for any hours in excess of eight thousand six hundred twenty-five (8625) aggregate during the contract period shall be the rate quoted in Section 6.1.

7.4 The Minister shall have the right to fly as many hours as desired on any helicopter subject only to Federal laws and regulations.

**FUEL & OIL CHARGES**

8.1 The Minister will compensate the Contractor for fuel and oil used by the helicopters during the contract period, where such fuel is provided by the Contractor, at supplier's costs or in the case of cached fuel at a price to be agreed upon based on total delivered cost.

8.2 The Contractor agrees to provide the Minister at the time of signing of this Agreement and at any time during the contract period when there is to be a fuel price increase or decrease, a list of cached fuel prices by location, which list shall include a breakdown of all components making up the total delivered cost.

8.3 The Contractor agrees to provide the Minister at the time of execution of this Agreement and at any time during the contract period when there is to be a fuel price increase or decrease, a list of fuel prices by location when such prices are based on supplier's cost only.

**ADDITIONAL CHARGES**

9.1 The only charges in addition to those provided for in Section 6, 7 and 8, which will
be paid by the Minister, are approved out-of-pocket expenses of Contractor's employees, while on duty away from individual bases, which will be charged back to the Minister at cost. Meal charges are not to exceed the existing Government per diem rates. All other charges must be supported by receipts.

Per Diem Rates:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>($7.30)</td>
</tr>
<tr>
<td>Lunch</td>
<td>($10.95)</td>
</tr>
<tr>
<td>Dinner</td>
<td>($18.25)</td>
</tr>
</tbody>
</table>

9.2 The Minister undertakes to advise the Contractor of any changes in these per diem meal rates which might occur during the contract period.

REPORTING AND INVOICING

10.1 Except for emergencies which require a rapid response, the Contractor agrees to make no other flights without prior clearance through the Air Services Division of the Department of Transportation and Works and that all coordination and dispatching of flights will be handled by Air Services Dispatch of the Air Services Division of the Department of Transportation and Works.

10.2 The Contractor agrees to invoice the user department or agency for its own flights as designated on the flight authorization.

10.3 The Contractor agrees to utilize the Government of Newfoundland and Labrador’s standard Flight Report Form, which will be supplied by the Minister.

10.4 All invoices submitted by the Contractor will be accompanied by the flight authorization and flight report approved by the Air Services Division of the Department of Transportation and Works. The Contractor is responsible for ensuring that the flight report includes a list of passengers and is signed by the responsible departmental representative.

10.5 The Contractor agrees to include any charges for fuel and oil as referred to in Section 8 and any charges for crew expenses as referred to in Section 9 on the same invoice as the charges for the flight to which fuel and oil and crew expenses relate.

10.6 The Contractor shall be responsible for acquiring any needed route approvals from such authorities as Transport Canada and for obtaining any weather information needed to execute flights.
RIGHT TO CANCEL AGREEMENT

11.1 In the event that the Contractor is or has been in default in the performance, observance or compliance with any of the covenants, agreements or conditions of this Agreement, the Minister may by notice in writing require the Contractor to remedy the default within such reasonable time as may be fixed by the Minister in the notice. If, within the time so fixed, the Contractor shall not have remedied the default to the satisfaction of the Minister, then the Minister may by further notice in writing forthwith terminate this Agreement.

11.2 If the Contractor is convicted of a breach of any law, order or regulation of Canada or the conditions of any licence or of being an accessory to any such offence, and if such offence shall have been committed in connection with the performance of the helicopter service or if any of the helicopters are employed either directly or indirectly in the commission of such offence, the Minister may, at his/her discretion, terminate this Agreement. However, the Contractor will be compensated for services provided to the time of termination.

MEMBERS OF THE HOUSE OF ASSEMBLY

12.1 No member of the House of Assembly of Newfoundland shall be admitted to any share of this Agreement nor to any benefit to arise from this Agreement.

NOTICES AND ADDRESSES FOR CONTACT

13.1 Any notice or direction to the Contractor shall be deemed to be sufficiently given if it is personally delivered or if sent by registered letter, postage or charges prepaid or facsimile as the case may be, addressed to the Contractor at its head office for the time being. Any such notice so given shall be deemed to have been received by the Contractor at the time when, in the ordinary course, such letter or telegram or facsimile should have reached its destination. These notice provisions apply equally to notice from the Contractor to the Minister.

The address for the Contractor shall be:

Universal Helicopters Newfoundland Limited
P.O. Box 529
Happy-Valley, Goose Bay
NL A0P 1C0
E-mail: unhlyvt@uhn1.ca
The address for the Minister shall be:

Honourable Minister of Transportation and Works
Department of Transportation and Works
6th Floor, West Block
Confederation Building
P.O. Box 8700
St. John's, NL A1B 416
E-mail: twminister@gov.nl.ca

ASSIGNMENT AND SUBLETTING

14.1 The Contractor shall not assign this Agreement or sublet any part of it without the prior written consent of the Minister and any assignment or subletting made without this consent shall be of no effect.

14.2 No act or omission of the Contractor whether before or after the entry into this Agreement shall have the effect of rendering any monies payable by the Minister under this Agreement payable to any person, firm or corporation other than the Contractor unless the Minister consents.

14.3 Subject to the preceding provisions of this Section, this Agreement shall enure to the benefit of and shall be binding upon successors and assigns of the Minister and the Contractor.

WAIVER

15.1 A waiver of a breach of a term or condition of this Agreement shall not be binding upon either party unless it is in writing and signed by the waiving party. A waiver by any party of any term or condition of this Agreement shall not constitute a continuing waiver of one or any other term or condition.

15.2 Any failure by the Minister at any time or from time to time to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of the Minister at any time to avail himself/herself of such remedies as he/she may have for any breach of such terms or conditions.

ARBITRATION

16.1 All matters in dispute between the parties in relation to this Agreement shall be referred to the arbitration of a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The
arbitration unless otherwise agreed shall be carried out at St. John's, NL pursuant to the provisions of the Arbitration Action (Newfoundland and Labrador). The award and determination of a single arbitrator where only one arbitrator is appointed or of two or all three arbitrators where three arbitrators are appointed shall be binding upon the parties and their respective heirs, executors, administrators, successors and assignees. The cost of any arbitration shall be borne equally by the parties.

**PERFORMANCE BOND**

17.1 A Performance Bond shall be provided in the amount of $500,000.00 which must be received prior to the execution signing of this agreement.

Alternately, in lieu of aforesaid Performance Bond, the Minister may accept at his/her sole discretion an approved certified cheque in the amount of $200,000.00. The amount of the cheque will be retained until satisfactory completion of the work, after which this amount will be returned to the Contractor together with accrued interest thereon at the current bank rate as determined by Government's Banking Services Agreement.

**CERTIFICATES, LICENCES AND INSURANCE**

18.1 The Contractor agrees to ensure that all applicable certificates and licences required to perform this service and to do the work contemplated in the contract remain in effect for the duration of this Agreement.

18.2 The Contractor agrees to maintain throughout the term of this Agreement liability insurance covering the aircraft and its operation in respect of bodily injury, property damage and passenger liability with an inclusive limit not less than $20,000,000 per occurrence. Her Majesty the Queen in Right of Newfoundland must be added as an additional insured, only in relation to the operation of the aircraft leased from the Contractor and operated on behalf of the Government of Newfoundland and Labrador by the Contractor. The said policy or policies of insurance shall provide that the Minister must be notified prior to the cancellation of any such insurance policy.

**INDEMNITY CLAUSE**

19.1 Neither the Minister nor Her Majesty shall be liable for any claims in any manner based upon, occasioned by or in any way attributable to the performance of the contracted service.

19.2 The Contractor shall at all times indemnify and save harmless the Minister, Her Majesty the Queen in right of Newfoundland and Labrador and her officers and
servants from and against all claims, demands, actions, suits or any proceedings in respect to any such claims by whomsoever made, brought or prosecuted unless such proceedings are the result of the negligence or wilful misconduct of an officer or servant of Her Majesty while acting within the scope of his/her employment.

**LAW APPLICABLE**

20.1 The parties agree, in the event of dispute, that this Agreement is to be interpreted, construed and governed in accordance with the laws in force in the Province of Newfoundland and Labrador.

**HEADINGS**

21.1 The headings in this Agreement shall be deemed to be inserted for convenience only and shall not affect the scope, intent or interpretation of the contract.

**AGREEMENT**

22.1 This Agreement supersedes all communications, negotiations, arrangements and agreements whether written or oral relating to the provision of the helicopter service and it is understood that this Agreement contains the entire Agreement entered into between the parties.
IN WITNESS WHEREOF the parties have signed this Agreement on the date and at the place first before written.

SIGNED, SEALED AND DELIVERED BY
THE MINISTER IN THE PRESENCE OF:

[Signature]
Witness

[Signature]
Minister of Transportation & Works

THE CORPORATE SEAL OF

Universal Helicopters Newfoundland Limited was affixed and this Contract was signed by the duly authorized officers in the presence of:

[Signature]
Witness

s. 40 (1)
Universal Helicopters Newfoundland Limited
APPENDIX “A”

MINIMUM EQUIPMENT LIST

1. Servicable Singleside Band HF, FM and VHF radios with Government frequencies installed and/or programed as well a serviceable SatPhone

2. A serviceable voice activated intercom system for each passenger seat including the ability to transmit.


5. Full cabin heater.


7. Collapsible water bucket storable in tail compartment (Bambi-type).

8. Shoulder harness for all seats.

9. 24 volt connector for infra-red scanner installation.

10. US Forest Service Type rotor blades.

11. Pip-pins in doors.

12. The Gander and Pasadena (Seasonal) based wildlife helicopters shall have a mast protruding from the underside of the nose to which several radio telemetry antennas can be attached.

NOTE: All of the above equipment listed above in Appendix “A” must be serviceable for flight.
APPENDIX “B”

AIRCRAFT AND OPERATION INFORMATION

1. **Performance Rating** (at maximum gross, standard day)
   a) Make: BELL  Model: 206 LR
   b) Speed: 130 MPH
   c) Fuel Consumption: 130 litres/hour
   d) Range: 390 SM

2. **Weights**
   a) Maximum sling load: 1400 lbs.
   b) Payload with full fuel: 1052 lbs.
   c) Maximum range, full fuel: 3 Hours, 15 Minutes

3. **Capacity**
   a) Maximum passenger seating: 6 Passengers and 1 Crew
   b) Maximum Fuel: 220 lbs. with 6 passengers
HELICOPTER SERVICES
CONTRACT

BETWEEN

DEPARTMENT OF TRANSPORTATION & WORKS

AND

UNIVERSAL HELICOPTERS NEWFOUNDLAND AND LABRADOR LP
## HELICOPTER SERVICES CONTRACT

### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contract Period</td>
<td>3</td>
</tr>
<tr>
<td>2. Definitions</td>
<td>3</td>
</tr>
<tr>
<td>3. Helicopter Services</td>
<td>4</td>
</tr>
<tr>
<td>4. Equipment, Spares &amp; Facilities</td>
<td>4</td>
</tr>
<tr>
<td>5. Staff</td>
<td>5</td>
</tr>
<tr>
<td>6. Rate Structure</td>
<td>5</td>
</tr>
<tr>
<td>7. Fuel and Oil Charges</td>
<td>6</td>
</tr>
<tr>
<td>8. Additional Charges</td>
<td>6</td>
</tr>
<tr>
<td>9. Reporting and Invoicing</td>
<td>6</td>
</tr>
<tr>
<td>10. Right to Cancel Agreement</td>
<td>7</td>
</tr>
<tr>
<td>11. Members of the House of Assembly</td>
<td>8</td>
</tr>
<tr>
<td>12. Notices And Addresses for Contact</td>
<td>8</td>
</tr>
<tr>
<td>13. Assignment and Subletting</td>
<td>8</td>
</tr>
<tr>
<td>14. Waiver</td>
<td>9</td>
</tr>
<tr>
<td>15. Arbitration</td>
<td>9</td>
</tr>
<tr>
<td>16. Performance Bond</td>
<td>9</td>
</tr>
<tr>
<td>17. Certificates, Licences And Insurance</td>
<td>10</td>
</tr>
<tr>
<td>18. Indemnity Clause</td>
<td>10</td>
</tr>
<tr>
<td>19. Law Applicable</td>
<td>10</td>
</tr>
<tr>
<td>20. Heads                  <strong>Note:</strong> The table is cut off here and does not include all sections mentioned in the page.</td>
<td><strong>Note:</strong> The table is cut off here and does not include all sections mentioned in the page.</td>
</tr>
<tr>
<td>21. Representation and Warranties</td>
<td>11</td>
</tr>
<tr>
<td>22. Agreement</td>
<td>11</td>
</tr>
<tr>
<td>23. Counterparts</td>
<td>11</td>
</tr>
<tr>
<td>Signing of the Contract</td>
<td>12</td>
</tr>
<tr>
<td>Appendix A</td>
<td>13</td>
</tr>
</tbody>
</table>
HELICOPTER SERVICES CONTRACT

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

BETWEEN Universal Helicopters Newfoundland and Labrador LP
a limited partnership formed under the laws of the Province of Newfoundland and Labrador, (the "Contractor") of the one part

AND Her Majesty The Queen in Right of Newfoundland and Labrador
as represented by the Honourable the Minister of Transportation and Works (the "Minister" or the "Province"), of the other part

WITNESSETH that for and in consideration of the mutual covenants and conditions contained the parties agree as follows:

CONTRACT PERIOD

1.1 This Agreement will come into force at 0001 hours on the 1st day of November 2015 and will terminate at 2400 hours on the 31st day of March 2018.

1.2 The Minister may extend this Agreement for a further two additional one-year periods or any part thereof commencing on 0001 hours on the 1st day of April 2018 and terminate at 2400 hours on the 31st day of March 2020.

DEFINITIONS

2.1 In this Agreement the following words and expressions shall, unless the context otherwise requires, have the following meaning, respectively, that is to say:
"Minister" means the Minister of Transportation and Works.

"Helicopter" means the helicopter or helicopters required to be employed in the provision of the service and extends to any helicopter or helicopters which may be substituted for them.

"Helicopter Services" means the provision of helicopters along with crews, required equipment and facilities to provide helicopter flights as required by the Minister.
2.2 The singular number, where used in this Agreement, shall include the plural and vice versa.

HELIICOPTER SERVICES

3.1 The Contractor shall provide to Departments of Government or any person named by the Minister, helicopter service in the Province of Newfoundland and Labrador for medical evacuation, surveillance, forest fire surveillance, terrain surveillance, wildlife surveillance, aerial search, aerial fire suppression, personnel transportation or any other purpose specified by the Minister.

3.2 The Contractor shall provide, as a minimum, the following helicopter by model at the following designated locations:

a) One (1) Bell 206LR at Gander
b) One (1) Bell 206LR at Happy Valley-Goose Bay;
c) One (1) Bell 206LR at Pasadena
d) One (1) Bell 206LR at St. Alban’s;
e) One (1) Bell 407 (configured as an Air Ambulance) at St. John’s.

3.3 Subject to availability, additional extra aircraft exclusive of the 5 dedicated aircraft identified in 3.2 will be made available at the following rates:

- $1350 for the Bell 407
- $1290 for the AS350B2
- $1128 for the Bell L4 or AS350BA and
- $950 for the Bell 206LR.

These additional aircraft are not subject to the daily rate.

3.4 The helicopter service shall be available at all times during the term of this Agreement subject only to adverse weather conditions.

EQUIPMENT, SPARE PARTS & FACILITIES

4.1 All helicopters shall be equipped with such ancillary equipment as to allow rapid conversion to air ambulance configuration as required. Helicopters shall also be minimally equipped with the items listed in Appendix A.

4.2 The Contractor shall provide an inventory of spare parts and components for immediate replacement when required to reduce downtime for maintenance to an absolute minimum.
4.3 The Contractor shall provide all required facilities including but not limited to hangers (or suitable accommodations), ground handling equipment, test equipment, tools and radios to enable flight.

4.4 The Contractor shall provide all supplementary aircraft equipment for fighting forest fires and external load lifting, including but not limited to, slings, nets, chokers and water buckets, at no additional cost to the Minister.

4.5 The Contractor shall provide float gear as required for all helicopters at no additional cost to the Minister.

4.6 The Minister shall notify the Contractor of any conditions outlined in this Agreement that are not satisfactory to the Minister and the Contractor shall rectify these conditions as soon as possible to the satisfaction of the Minister.

STAFF

5.1 All pilots flying helicopters under this contract shall have a minimum of 2000 hours of logged pilot-in-command helicopter time with at least 500 hours on the type of helicopter being utilized. In the case of the pilot(s) flying the helicopter stationed at Happy Valley - Goose Bay, at least 1000 of the 2000 hours required flying time shall have been logged in Labrador. Pilots flying the Wildlife helicopters must have flying experience in wildlife research operations.

5.2 Helicopter engineers, who work on the helicopters under this contract, shall be fully certified with a minimum of four (4) years experience.

RATE STRUCTURE

6.1 The Minister shall compensate the Contractor a daily amount per helicopter as well as an hourly rate for hours flown. The daily amount will be one thousand, three hundred and fifty six dollars ($1,356) per day for the Bell 407 and seven hundred and sixty two dollars ($762) per day per aircraft for the Bell 206LR’s. The hourly usage rates will be four hundred and fifty dollars ($450) per flight hour for the Bell 407 for the first 450 hours annually and three hundred and forty dollars ($340) per flight hour for the Bell 206LR’s for 1800 hours annually and in the aggregate.

6.2 The 1800 hours usage in the aggregate for the Bell 206LR’s and the 450 hours usage for the Bell 407 will be reset on the first day of April annually.
6.3 When the average of 450 hours per year per aircraft for the Bell 206LR is reached the hourly rate will be adjusted to $950 per hour. When 450 hours of usage per year per aircraft for the Bell 407 is reached the hourly rate will be adjusted to $1350 per hour.

6.4 The contract rates will be adjusted based on the Consumer Price Index (CPI) for St. John’s annually on the 1st day of April.

FUEL & OIL CHARGES
7.1 The Minister will compensate the Contractor for fuel and oil used by the helicopters during the contract period, where such fuel is provided by the Contractor, at supplier’s costs or in the case of cached fuel at a price to be agreed upon based on total delivered cost.

7.2 The Contractor agrees to provide the Minister at the time of signing of this Agreement, at any time the Minister requests, or at any time during the contract period when there is to be a fuel price increase or decrease, a list of cached fuel prices by location, which list shall include a breakdown of all components making up the total delivered cost.

7.3 The Contractor agrees to provide the Minister at the time of execution of this Agreement, at any time the Minister requests, or at any time during the contract period when there is to be a fuel price increase or decrease, a list of fuel prices by location when such prices are based on supplier's cost only.

ADDITIONAL CHARGES
8.1 The only charges in addition to those provided for in Section 6 and 7, which will be paid by the Minister, are approved out-of-pocket expenses of Contractor's employees, while on duty away from individual bases, which will be charged back to the Minister at cost. Meal charges are not to exceed the existing Government per diem rates. All other charges must be supported by receipts.

8.2 The Minister undertakes to advise the Contractor of any changes in these per diem meal rates which might occur during the contract period.

REPORTING AND INVOICING
9.1 Except for emergencies which require a rapid response, the Contractor agrees to make no other flights without prior clearance through the Air Services Division of the Department of Transportation and Works and that all coordination and
dispatching of flights will be handled by Air Services Dispatch of the Air Services Division of the Department of Transportation and Works.

9.2 The Contractor agrees to invoice the user department or agency for its own flights as designated on the flight authorization.

9.3 The Contractor agrees to utilize the Government of Newfoundland and Labrador's standard Flight Report Form, which will be supplied by the Minister.

9.4 All invoices submitted by the Contractor will be accompanied by the flight authorization and flight report approved by the Air Services Division of the Department of Transportation and Works. The Contractor is responsible for ensuring that the flight report includes a list of passengers and is signed by the departmental representative.

9.5 The Contractor agrees to include any charges for fuel and oil as referred to in Section 8 and any charges for crew expenses as referred to in Section 9 on the same invoice as the charges for the flight to which fuel and oil and crew expenses relate.

9.6 The Contractor shall be responsible for acquiring any needed route approvals from such authorities as Transport Canada and for obtaining any weather information needed to execute flights.

RIGHT TO CANCEL AGREEMENT

10.1 In the event that the Contractor is or has been in default in the performance, observance or compliance with any of the covenants, Agreements or conditions of this Agreement, the Minister may by notice in writing require the Contractor to remedy the default within such reasonable time as may be fixed by the Minister in the notice. If, within the time so fixed, the Contractor shall not have remedied the default to the satisfaction of the Minister, then the Minister may by further notice in writing forthwith terminate this Agreement.

10.2 If the Contractor is convicted of a breach of any law, order or regulation of Canada or the conditions of any licence or of being an accessory to any such offence, and if such offence shall have been committed in connection with the performance of the helicopter service or if any of the helicopters are employed either directly or indirectly in the commission of such offence, the Minister may, at his/her discretion, terminate this Agreement. However, the Contractor will be compensated for services provided to the time of termination.
MEMBERS OF THE HOUSE OF ASSEMBLY

11.1 No member of the House of Assembly of Newfoundland shall be admitted to any share of this Agreement nor to any benefit to arise from this Agreement.

NOTICES AND ADDRESSES FOR CONTACT

12.1 Any notice or direction to the Contractor shall be deemed to be sufficiently given if it is personally delivered or if sent by registered letter, postage or charges prepaid or facsimile as the case may be, addressed to the Contractor at its head office for the time being. Any such notice so given shall be deemed to have been received by the Contractor at the time when, in the ordinary course, such letter or telegram or facsimile should have reached its destination. These notice provisions apply equally to notice from the Contractor to the Minister.

The address for the Contractor shall be:

Universal Helicopters Newfoundland and Labrador LP
P.O. Box 529, Station C
Happy Valley- Goose Bay, NL
A0P 1C0
E-mail: uhnlyyr@uhnl.ca

The address for the Minister shall be:

Honourable Minister of Transportation and Works
Department of Transportation and Works
6th Floor, West Block, Confederation Building
P.O. Box 8700
St. John’s, NL A1B 416
E-mail: twminister@gov.nl.ca

ASSIGNMENT AND SUBLETTING

13.1 The Contractor shall not assign this Agreement or sublet any part of it without the prior written consent of the Minister and any assignment or subletting made without this consent shall be of no effect.

13.2 No act or omission of the Contractor whether before or after the entry into this Agreement shall have the effect of rendering any monies payable by the Minister under this Agreement payable to any person, firm or corporation other than the Contractor unless the Minister consents.

13.3 Subject to the preceding provisions of this Section, this Agreement shall endure to the benefit of and shall be binding upon successors and assigns of the Minister and the Contractor.
WAIVER
14.1 A waiver of a breach of a term or condition of this Agreement shall not be binding upon either party unless it is in writing and signed by the waiving party. A waiver by any party of any term or condition of this Agreement shall not constitute a continuing waiver of one or any other term or condition.

14.2 Any failure by the Minister at any time or from time to time to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of the Minister at any time to avail himself/herself of such remedies as he/she may have for any breach of such terms or conditions.

ARBITRATION
15.1 All matters in dispute between the parties in relation to this Agreement shall be referred to the arbitration of a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The arbitration unless otherwise agreed shall be carried out at St. John’s, NL pursuant to the provisions of the Arbitration Action (Newfoundland and Labrador). The award and determination of a single arbitrator where only one arbitrator is appointed or of two or all three arbitrators where three arbitrators are appointed shall be binding upon the parties and their respective heirs, executors, administrators, successors and assignees. The cost of any arbitration shall be borne equally by the parties.

PERFORMANCE BOND
16.1 A Performance Bond shall be provided in the amount of $500,000.00 which must be received upon the execution of this Agreement.

Alternately, in lieu of aforesaid Performance Bond, the Minister may accept at his/her sole discretion an approved certified cheque in the amount of $200,000.00 to be received upon execution of this Agreement. The amount of the cheque will be retained until satisfactory completion of the work, after which this amount will be returned to the Contractor together with accrued interest thereon at the current bank rate as determined by Government’s Banking Services Agreement.
CERTIFICATES, LICENCES AND INSURANCE

17.1 The Contractor agrees to ensure that all applicable certificates and licences required to perform this service and to do the work contemplated in the contract remain in effect for the duration of this Agreement.

17.2 The Contractor agrees to maintain throughout the term of this Agreement liability insurance covering the aircraft and its operation in respect of bodily injury, property damage and passenger liability with an inclusive limit not less than $20,000,000 per occurrence. The Province must be added as an additional insured, only in relation to the operation of the aircraft leased from the Contractor and operated on behalf of the Province. The said policy or policies of insurance shall provide that the Minister must be notified prior to the cancellation of any such insurance policy. Proof of insurance shall be provided to the Minister upon execution of the Agreement.

INDEMNITY CLAUSE

18.1 The Minister shall be liable for any claims in any manner based upon, occasioned by or in any way attributable to the performance of the contracted service.

18.2 The Contractor shall at all times indemnify and save harmless the Minister and the officers and employees of the Province from and against all claims, demands, actions, suits or any proceedings in respect to any such claims by whomsoever made, brought or prosecuted unless such proceedings are the result of the negligence or wilful misconduct of an officer or employee of the Province while acting within the scope of his/her employment.

LAW APPLICABLE

19.1 The parties agree, in the event of dispute, that this Agreement is to be interpreted, construed and governed in accordance with the laws in force in the Province of Newfoundland and Labrador.

HEADINGS

20.1 The headings in this Agreement shall be deemed to be inserted for convenience only and shall not affect the scope, intent or interpretation of the contract.
REPRESENTATIONS AND WARRANTIES

21.1 That the Province is relying on the following representations and warranties which the Contractor represents and warrants that:

(a) The Contractor is a limited partnership duly formed and validly existing under the laws of the Province and it has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations herein;

(b) The General Partner is a corporation duly registered to carry on business in the Province and it has all necessary corporate power, authority and capacity to act as general partner of the Contractor. The General Partner has been duly appointed as general partner of the Contractor and has all necessary power, authority and capacity under the partnership Agreement governing the Contractor to act on its behalf including entering into this Agreement on behalf of the Contractor;

(c) The execution and delivery of this Agreement by the General Partner on behalf of the Contractor and the performance of the Contractor’s obligations herein have been duly authorized by all necessary partnership, corporate and other action on the part of the Contractor and the General Partner; and

(d) This Agreement constitutes a legal, valid and binding obligation of each of the Contractor and the General Partner, enforceable against it in accordance with its terms, except as limited by law and general principles of equity.

AGREEMENT

22.1 This Agreement supersedes all communications, negotiations, arrangements and agreements whether written or oral relating to the provision of the helicopter service and it is understood that this Agreement contains the entire Agreement entered into between the parties.

COUNTERPARTS

23.1 This Agreement may be executed by the parties in separate counterparts, each of which, when so executed shall be deemed to be an original and all of which when together shall constitute one and the same Agreement.
IN WITNESS WHEREOF the parties have signed this Agreement on the date and at the place first before written.

SIGNED, SEALED AND DELIVERED BY
THE MINISTER IN THE PRESENCE OF:

Witness

NANCY BURDEN
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2018.

Minister of Transportation & Works

THE CORPORATE SEAL OF

Universal Helicopters Newfoundland and Labrador LP
was affixed and this Contract was signed
by the duly authorized officers in the presence of:

Witness

NANCY BURDEN
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2018.
APPENDIX “A”

MINIMUM EQUIPMENT LIST

1. Communications Systems including:
   - A VHF radio, a SSB-HF radio with Government frequencies installed with the following frequencies available as a minimum, 171.210, 171.390, 171.140 and 172.200
   - A serviceable satellite phone
   - A serviceable cellular communication with ground
   - A serviceable voice activated intercom system for each passenger seat including the ability to transmit

3. A serviceable full cabin heater
4. A serviceable engine auto-relight system
5. External cargo hook, cargo net, and 50 foot long-line sling
6. Collapsible water bucket storable in tail compartment (Bambi-type)
7. Shoulder harness for all seats
8. 24 volt connector for infra-red scanner installation
9. US Forest Service Type rotor blades
10. Pip-pins in doors
11. Wildlife helicopters shall have a mast protruding from the underside of the nose to which several radio telemetry antennas can be attached

NOTE: All of the equipment listed in Appendix “A” above must be serviceable for flight.