January 25, 2018

Dear [Redacted - S.40 (1)]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, our file # TCII/44/2017

This is to confirm that on December 15, 2017 the Department of Tourism, Culture, Industry and Innovation received your request for access to the following record:

“Any and all records and communications, such as, but not limited to, final reports, draft, reports and emails, between the Department of Tourism, Culture, Industry and Innovation and/or the Research and Development Corporation and Golder Associates in 2017 relating to the feasibility of iron ore analytical services in Labrador”.

I am pleased to inform you that a decision has been made by the Deputy Minister for the Department of Tourism, Culture, Industry and Innovation to provide access to some of the requested information. 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) and the Research and Development Council Act.

Policy advice or recommendations

29. (1) The head of a public body may refuse to disclose to an applicant information that would reveal

(a) advice, proposals, recommendations, analyses or policy options developed by or for a public body or minister;

Disclosure harmful to business interests of a third party

39. (1) The head of a public body shall refuse to disclose to an applicant information

(a) that would reveal

(ii) commercial, financial, labour relations, scientific or technical information of a third party;

(b) that is supplied, implicitly or explicitly, in confidence; and

(c) the disclosure of which could reasonably be expected to
(i) harm significantly the competitive position or interfere significantly with the negotiating position of the third party,

**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.

**Conflict with other Acts**

7. (2) notwithstanding subsection (1), where access to a record is prohibited or restricted by, or the right to access a record is provided in a provision designated in Schedule A, that provision shall prevail over this Act or a regulation made under it. **Schedule A (p) section 21 of the Research and Development Council Act**;

**Records of commercially sensitive information**

21. (1) Notwithstanding section 7 of the *Access to Information and Protection of Privacy Act*, 2015, in addition to the information that shall or may be refused under Part II, Division 2 of that Act, the chief executive officer, or the head of another public body, 
(b) shall refuse to disclose to an applicant under that Act commercially sensitive information of a third party.

Please be advised that the following pages have been withheld in their entirety under Section.39 of ATIPPA and Section 21 of the of the Research and Development Council Act: 9-13, 34-38, 189-193 and 220-221.

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.

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 Office of Public Engagement's 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 phone at (709) 729-7246 or by e-mail at heatherbrown@gov.nl.ca

Sincerely,

Heather Brown
ATIPP Coordinator
Policy advice or recommendations

29. (1) The head of a public body may refuse to disclose to an applicant information that would reveal

(a) advice, proposals, recommendations, analyses or policy options developed by or for a public body or minister;

(b) the contents of a formal research report or audit report that in the opinion of the head of the public body is incomplete and in respect of which a request or order for completion has been made by the head within 65 business days of delivery of the report; or

(c) draft legislation or regulations.

(2) The head of a public body shall not refuse to disclose under subsection (1)

(a) factual material;

(b) a public opinion poll;

(c) a statistical survey;

(d) an appraisal;

(e) an environmental impact statement or similar information;

(f) a final report or final audit on the performance or efficiency of a public body or on any of its programs or policies;

(g) a consumer test report or a report of a test carried out on a product to test equipment of the public body;

(h) a feasibility or technical study, including a cost estimate, relating to a policy or project of the public body;

(i) a report on the results of field research undertaken before a policy proposal is formulated;

(j) a report of an external task force, committee, council or similar body that has been established to consider a matter and make a report or recommendations to a public body;

(k) a plan or proposal to establish a new program or to change a program, if the plan or proposal has been approved or rejected by the head of the public body;

(l) information that the head of the public body has cited publicly as the basis for making a decision or formulating a policy; or

(m) a decision, including reasons, that is made in the exercise of a discretionary power or an adjudicative function and that affects the rights of the applicant.

(3) Subsection (1) does not apply to information in a record that has been in existence for 15 years or more.
Disclosure harmful to business interests of a third party

39. (1) The head of a public body shall refuse to disclose to an applicant information

(a) that would reveal

   (i) trade secrets of a third party, or

   (ii) commercial, financial, labour relations, scientific or technical information of a third party;

(b) that is supplied, implicitly or explicitly, in confidence; and

(c) the disclosure of which could reasonably be expected to

   (i) harm significantly the competitive position or interfere significantly with the negotiating position of the third party,

   (ii) result in similar information no longer being supplied to the public body when it is in the public interest that similar information continue to be supplied,

   (iii) result in undue financial loss or gain to any person, or

   (iv) reveal information supplied to, or the report of, an arbitrator, mediator, labour relations officer or other person or body appointed to resolve or inquire into a labour relations dispute.

(2) The head of a public body shall refuse to disclose to an applicant information that was obtained on a tax return, gathered for the purpose of determining tax liability or collecting a tax, or royalty information submitted on royalty returns, except where that information is non-identifying aggregate royalty information.

(3) Subsections (1) and (2) do not apply where

(a) the third party consents to the disclosure; or

(b) the information is in a record that is in the custody or control of the Provincial Archives of Newfoundland and Labrador or the archives of a public body and that has been in existence for 50 years or more.
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.
Conflict with other Acts

7. (1) Where there is a conflict between this Act or a regulation made under this Act and another Act or regulation enacted before or after the coming into force of this Act, this Act or the regulation made under it shall prevail.

(2) Notwithstanding subsection (1), where access to a record is prohibited or restricted by, or the right to access a record is provided in a provision designated in Schedule A, that provision shall prevail over this Act or a regulation made under it.

(3) When the House of Assembly is not in session, the Lieutenant-Governor in Council may by order amend Schedule A, but the order shall not continue in force beyond the end of the next sitting of the House of Assembly.

Schedule A

(a) sections 64 to 68 of the Adoption Act, 2013;

(b) section 29 of the Adult Protection Act;

(c) section 115 of the Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act;

(d) sections 69 to 74 of the Children and Youth Care and Protection Act;

(e) section 5.4 of the Energy Corporation Act;

(f) section 8.1 of the Evidence Act;

(g) subsection 24(1) of the Fatalities Investigations Act;

(h) subsection 5(1) of the Fish Inspection Act;

(i) section 4 of the Fisheries Act;

(j) sections 173, 174 and 174.1 of the Highway Traffic Act;

(k) section 15 of the Mineral Act;

(l) section 16 of the Mineral Holdings Impost Act;

(m) subsection 13(3) of the Order of Newfoundland and Labrador Act;

(m.1) sections 10 and 15 of the Patient Safety Act;

(n) sections 153, 154 and 155 of the Petroleum Drilling Regulations;

(o) sections 53 and 56 of the Petroleum Regulations;
(p) section 21 of the Research and Development Council Act;  
(q) section 12 and subsection 62(2) of the Schools Act, 1997;  
(r) sections 19 and 20 of the Securities Act;  
(s) section 13 of the Statistics Agency Act; and  
(t) section 18 of the Workplace Health, Safety and Compensation Act.

Records of commercially sensitive information

21. (1) Notwithstanding section 7 of the Access to Information and Protection of Privacy Act, 2015, in addition to the information that shall or may be refused under Part II, Division 2 of that Act, the chief executive officer, or the head of another public body,

(a) may refuse to disclose to an applicant under that Act commercially sensitive information of the council; and  
(b) shall refuse to disclose to an applicant under that Act commercially sensitive information of a third party  
where the chief executive officer, taking into account sound and fair business practices, reasonably believes  
(c) that the disclosure of the information may

(i) harm the competitive position of,  
(ii) interfere with the negotiating position of, or  
(iii) result in financial loss or harm to  
the council or the third party; or  
(d) that information similar to the information requested to be disclosed

(i) is treated consistently in a confidential manner by the third party, or  
(ii) is customarily not provided to competitors by the council or the third party.

(2) Where an applicant is denied access to information under subsection (1) and a request to review that decision is made to the commissioner under section 42 of the Access to Information and Protection of Privacy Act, 2015, the commissioner shall, where he or she determines that the information is commercially sensitive information,

(a) on receipt of the chief executive officer's certification that he or she has refused to disclose the information for the reasons set out in subsection (1); and  

(b) on confirmation of the chief executive officer's decision by the board of directors of the council,  
uphold the decision of the chief executive officer or head of another public body not to disclose the information.
(3) Where a person appeals,

(a) under subsections 52 (1) and (2), subsections 53 (1) and (2) or section 54 of the Access to Information and Protection of Privacy Act, 2015, from a decision under subsection (1); or

(b) under subsections 52 (1) and (2), subsections 53 (1) and (2) or section 54 of the Access to Information and Protection of Privacy Act, 2015, from a refusal by a chief executive officer under subsection (1) to disclose information,

paragraph 59 (3)(a) and section 60 of that Act apply to that appeal as if Part II, Division 2 of that Act included the grounds for the refusal to disclose the information set out in subsection (1) of this Act.

(4) Paragraph 102 (3)(a) of the Access to Information and Protection of Privacy Act, 2015 applies to information referred to in subsection (1) of this section as if the information was information that a head of a public body is authorized or required to refuse to disclose under Part II, Division 2 of that Act.

(5) Notwithstanding section 21 of the Auditor General Act, a person to whom that section applies shall not disclose, directly or indirectly, commercially sensitive information that comes to his or her knowledge in the course of his or her employment or duties under that Act and shall not communicate those matters to another person, including in a report required under that Act or another Act, without the prior written consent of the chief executive officer.

(6) Where the auditor general prepares a report which contains information respecting the council, or respecting a third party that was provided to the council by the third party, a draft of the report shall be provided to the chief executive officer, and he or she shall have reasonable time to inform the auditor general whether or not in his or her opinion the draft contains commercially sensitive information.

(7) In the case of a disagreement between the auditor general and the chief executive officer respecting whether information in a draft report is commercially sensitive information, the auditor general shall remove the information from the report and include that information in a separate report which shall be provided to the Lieutenant-Governor in Council in confidence.

(8) Notwithstanding the Citizens’ Representative Act, the council, another public body, or an officer, member or employee of one of them is not required to provide commercially sensitive information, in any form, to the citizens' representative in the context of an investigation of a complaint under that Act.
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).
Thanks Nancy for this additional information. I’m checking with a few folks here to see if this is something we would do or could bid on. Give me a few days and I’ll get back to you.

Tina

-----Original Message-----
From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Tuesday, January 31, 2017 9:26 AM
To: Marano, Tina <Tina_Marano@golder.com>
Subject: RE: Global - Contact Form Submission from Golder.com

Dear Tina,

Thanks for your response. I was wondering what happened to my earlier submission. I guess we’ll never know!

I work for the Research & Development Corporation in Newfoundland and Labrador. We have a client interested in a minerals processing laboratory for tests and we are looking for consulting work to determine necessary equipment, costs, and market pricing for the services this client needs. I’ve attached a high level overview of the information we need. Specifics will be shared when we have a signed confidentiality agreement. Please review this attachment and let me know if someone in Golder can do this type of research for us and a high level, nonbinding cost estimate for the work. Thanks!

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

-----Original Message-----
From: Marano, Tina [mailto:Tina_Marano@golder.com]
Sent: Monday, January 30, 2017 4:58 PM
To: Winchester, Nancy <nancywinchester@rdc.org>
Subject: FW: Global - Contact Form Submission from Golder.com
Importance: High

Hi Nancy
I am not sure why we did not receive your original request. My apologies. I did receive this one this morning. Are you able to give me more information so I can see if this is something we can help with or who best to contact at Golder with your request. What company or organization do you work for and in what country do you require these services?

Kind regards
Tina
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-----Original Message-----
From: nancywinchester@rdc.org [mailto:nancywinchester@rdc.org]
Sent: January-30-17 12:05 PM
To: Solutions <solutions_Solutions@golder.com>
Subject: Global - Contact Form Submission from Golder.com

Contact form submission from the Mining page

Name: Nancy Winchester
Email: nancywinchester@rdc.org
Message:
I contacted your organization on January 12 with a request for consulting services related to mineral processing. I have only received a generic email from your website from this submission. If you are not interested in a contract for our project, a simple no will suffice. Being left hanging like this does nothing to build your reputation.

Tracking data:
no search term specified

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Hi Nancy,

It was great to meet with you as well. I have a colleague in Denver who use to run a minerals processing laboratory so we should be in a good positon to respond.

A couple of questions that came up during my call with him earlier include.

- Will the core that arrives at the facility be cut in half already or do you need additional equipment on site to cut the core before grinding?
- Will the facility be required to meet ISO Standards?
- Does your client have any company specific standards with respect to the testing? If so can they be provided?

I’m sure we will have more questions as we start to put our initial estimate together.

Cheers,

Andrew
Thanks so much for stopping by today to discuss our needs for researching the potential minerals analysis facility opportunity in Labrador. I've attached the document I shared with you today. As I indicated, we are looking for a ballpark quote at this time to determine if we need to initiate the formal tendering process. I'd love to have that estimate in a couple of weeks if possible. We can then work on next steps at that time. As always, please let me know if you have any questions on the project scope.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
68 Portugal Cove Road
St. John's, NL
A1B 2L9

Tel 1.709.697.4847 Fax 1.709.758.0927

Visit us at:
Corrosion 2017 March 26 – 30, 2017
New Orleans, LA  Booth 855

European Coatings Show April 4 – 6, 2017
Nuremberg, Germany  Booth 5-435

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Hi Nancy,

Please find attached Golder’s detailed proposal and budget estimate for the potential Minerals Analysis Facility in Labrador. Please feel free to contact us should you have any questions.

Cheers,

Lindsay
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
Hi Nancy,

That's great news!! The contract will need to be signed by William Cavers CC'd, we have a Contracts Authorization Group (CAG) at Golder and I'm not a member, but Bill is. Can you please replace my name with his. Also, I have attached a copy of Golder's standard contract, is there a way to also include a reference to our Standard Terms and Conditions on your contract?

Cheers,

Andrew
If someone other than Andrew should sign at Golder, please let me know and I’ll make that change to the contract form.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Allen, Lindsay [redacted]  S.40 (1)
Sent: Thursday, April 6, 2017 3:57 PM
To: Winchester, Nancy <nancywinchester@rdc.org>  S.40 (1)
Cc: Peach, Andrew [redacted]  S.40 (1)
Subject: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

Please find attached Golder’s detailed proposal and budget estimate for the potential Minerals Analysis Facility in Labrador. Please feel free to contact us should you have any questions.

Cheers,

Lindsay

Lindsay Allen | Junior Engineer | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1  We Have Moved!
T: +1 (709) 722 2695 | D: [redacted]  S.40 (1)
F: +1 (709) 722 2681 | C: [redacted]  S.40 (1)
E:
www.golder.com  S.40 (1)

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2
Authorization to Proceed and Consulting Services Agreement

("Client") and Golder Associates Ltd. ("Golder") agree that the following terms and conditions will apply to any services, including subsequent services and changes, (collectively "Services") to be provided by Golder relating to Proposal No. P1775586 dated April, 2017 (collectively the "Agreement").

1. Standard of Care - Services performed by Golder will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.

2. Invoices and Payment Terms - Unless otherwise specified in the proposal, Golder will submit monthly invoices to Client and a final bill upon completion of Services. Client shall notify Golder within ten (10) days of receipt of invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of Golder's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by Client and is past due thirty (30) days from the date of the invoice. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month (19% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, Client will pay all reasonable costs of collection, including attorneys' fees, and Client will pay all reasonable collection and/or late fees incurred by Golder in pursuit of past due payments. Where the cost estimate for the Services is "not to exceed" a specified sum, Client shall notify Golder within thirty (30) days from the date of the invoice, or Client authorizes an increase in the amount of the estimate. If a "not to exceed" estimate is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total limit is not exceeded.

3. Changes - Client and Golder recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. If after a good faith effort by Golder to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the Client, then Golder shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the Client.

4. Delays and Force Majeure - If site or other conditions prevent or inhibit performance of Services or if unanticipated hazardous waste materials or other conditions arise, Services under this Agreement may be delayed. Golder shall not hold Golder responsible for damages or delays in performance caused by acts or omissions of Client, its subcontractors, governmental authorities, regulatory agencies, civil or labour unrest, acts of God, nature, or terror, disruptions of the Internet, Golder's electronic, telecommunications or hosting services or any other events that are beyond the reasonable control of Golder. In the event of any such delay, the contract completion date shall be extended accordingly and Client shall pay Golder for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labour and material escalation, and extended overhead costs, attributable to such delays. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or renegotiation.

5. Independent Judgments of Client - If the Services include the collection of samples and data, then Golder's performance of the Services is Subject to Client's assumption of all Subsurface Risks (such risks being more fully described in Article 12. Subsurface Risks). Golder will not be responsible for the independent conclusions, interpretations or decisions of Client, or others, relating to the Services. Under no circumstances do Golder's Services include making any recommendations or giving any advice to or on behalf of Client or should not proceed with any transaction regarding any site related to the Services. Client assumes all responsibility and risk associated with decisions it makes based on the Services.

6. a) Indemnification by Golder - Golder agrees to indemnify Client and its officers, directors, and employees from and against all claims, damages, losses or expenses (including but not limited to reasonable legal fees) arising from personal injury, death, or damage to third-party property to the extent that all claims, damages, losses or expenses are finally determined to result directly from Golder's negligence. Such indemnification, as limited by Article 7 Limitation of Liability, shall be Client's sole and exclusive remedy against Golder.

b) Indemnification by Client - Client shall, at all times, defend, indemnify and save harmless Golder and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, court and arbitration costs, arising out of or resulting from the Services of Golder, including but not limited to claims made by third parties, or any claims against Golder arising from the acts, errors or omissions of Client, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of Golder. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from Golder's negligence.

7. Limitation of Liability - Client agrees to limit the liability of Golder, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("Golder Group") to Client, its employees, officers, directors, agents, consultants and subcontractors, whether by contract, tort, or otherwise, which arises from Golder's acts, negligence, errors or omissions, such that the total aggregate liability of the Golder Group to all those named shall not exceed Fifty Thousand Dollars ($50,000) or Golder's total fee for the Services rendered under this Agreement, whichever is greater. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

8. Insurance - Golder maintains insurance coverage with the following limits:
   a) Workers Compensation (Statutory limits)
   b) Automobile Liability $1,000,000
   c) Commercial General Liability: Each Occurrence $1,000,000 Policy Aggregate $2,000,000
   d) Professional Liability Insurance: Any One Claim $1,000,000 Policy Aggregate $3,000,000

9. Professional Work Product - The Services provided by Golder are intended for one time use only. All documents, including but not limited to, reports, plans, designs, logging logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by Golder are considered its professional work product (the "Documents"). Golder retains all rights to the Documents. Client understands and acknowledges that the Documents are not intended or represented by Golder to be suitable for reuse by any party, including, but not limited to, the Client, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or any other project, whether Client's or otherwise, without Golder's prior written permission. Any reuse unauthorized by Golder will be at Client's sole risk.

10. Data and Information - Client shall provide to Golder all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. Golder shall be entitled to rely upon the Project Information provided by Client or others, and Golder assumes no responsibility or liability for the accuracy or completeness of such or the impact any inaccurate Project Information may have on Golder's Services.

11. Right of Entry - Client will provide for the right of entry for Golder, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If Client does not own the site, Client must obtain permission and execute any required documents for Golder to enter the site and perform Services. It is understood by Client that in the normal course work some surface damage may occur, the restoration of which is not part of this Agreement.

12. Subsurface Risks - Special risks, including but not limited to injury to underground structures or utilities and unavoidable contamination, occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochanical, hydrogeological and other conditions that Golder interprets to exist between and beyond sampling points may differ from those that actually exist.

13. Disposal of Samples, Materials and Contaminated Equipment - All samples obtained pursuant to this Agreement remain the property and responsibility of Client. Uncontaminated soil and rock samples or other specimens may be disposed of thirty (30) days after submission of the directly related work product, due pursuant to this proposal. All contaminated samples, materials and equipment (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of Client and shall be returned to Client for proper disposal. Alternate arrangements to assist Client with proper disposal of such equipment, materials and/or samples may be made at Client's direction and expense.

Golder Associates Ltd. Rev 07/09
14. Control of Work and Job-Site Safety - Golder shall be responsible only for the activities of its employees and subcontractors. Golder’s Services under this Agreement are performed for the sole benefit of the Client and no other entity shall have any claim against Golder because of this Agreement or the performance or non-performance of Services hereunder. Golder will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Insurer as job site safety is concerned, Golder is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve Client or any other consultants or contractors from their responsibilities for maintaining a safe job site. Golder shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site.

15. Public Responsibility - Golder will endeavour to alert Client to any matter of which Golder becomes aware and believes requires Client’s immediate attention to help protect public health and safety, or which Golder believes requires Client to notify others, or to otherwise conform with applicable codes, standards, regulations or ordinances. If Client decides to disregard Golder’s recommendations in these respects, (i) Golder shall determine in its sole judgment if it has a duty to notify public officials, and (ii) Golder has the right to immediately terminate this Agreement upon written notice to the Client and without penalty.

16. Notification and Discovery of Hazardous Materials - Prior to commencing the Services and as part of Project Information defined in Article 10, Data and Information, Client shall furnish to Golder all documents and information known to Client that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. Golder may rely on such information and documents. Client hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed Golder. Client recognizes that hazardous materials or suspected hazardous materials may be discovered on the project site property or on surrounding properties.

17. Termination - Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, Golder shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. Golder may complete such analyses and records as are necessary to complete its files and may also provide a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Golder in completing such analyses, records and reports.

18. Intellectual Property - To the extent that the Services involve Golder providing Client with the right to use or access proprietary Golder software, programs, information management solutions, hosting services, technology, information or data (“Golder Products”), Golder grants Client during the term of the project a non-exclusive, non-transferable, non-assignable license to use the Golder Products for Client’s internal purposes, solely in connection with the Services. Except for this limited license, Golder expressly reserves all other rights in and to the Golder Products. To the extent that the Services involve Golder providing Golder with the right to use or access proprietary Golder software, programs, technology, information or data (“Client Product”), Client grants Golder a perpetual, non-exclusive, non-transferable, non-assignable royalty free world-wide license to use and access the Client Product as necessary to provide Client with Services. Golder shall own all Intellectual Property (as hereinafter defined) associated with the Services and the Golder Products together with any modifications, updates or enhancements to said Intellectual Property and grants no right or license to such Intellectual Property to Client except as expressly provided in this Agreement. Client conveys to Golder any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in Client. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights, title or other rights of authorship and applications to protect or register same; trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. Golder may use and publish the Client’s name and give a general description of the Services rendered by Golder for the purpose of informing other clients and potential clients of Golder’s experience and qualifications.

19. Electronic Information - Client acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore Client cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, Golder’s hardcopy shall prevail.

20. Miscellaneous
a) This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No modification, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.

b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

c) Client acknowledges and agrees that Golder can retain subconsultants, who may be affiliated with Golder, to provide Services for the benefit of Golder. Golder will be responsible to Client for the Services and work done by all of its subcontractors and subconsultants, collectively to the maximum amount stated in Article 7 Limitation of Liability. Client agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from Golder and not Golder’s affiliated companies. To the maximum extent allowed by law, Client acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against Golder’s affiliated companies, and their employees, agents, officers and directors.

d) No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.

e) All representations and obligations (including without limitation the obligation of Client to indemnify Golder in Article 6 and the Limitation of Liability in Article 7 shall survive indefinitely the termination of the Agreement. Client acknowledges that it may not use Golder’s name or any reference to the Services in any press release or public document without the express written consent of Golder.

f) Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

g) All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Newfoundland & Labrador unless the law of another jurisdiction must apply for this Agreement to be enforceable.

h) All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to Client or Golder, as the case may be, at the address set forth below in regard to the Client, and as listed on the Proposal in regard to Golder, with postage thereon fully prepaid if sent by mail or express courier.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, as of the date and year first set forth above.

GOLDER ASSOCIATES LTD.

Signature
Name:
Title:
Proposal No.: P1775586
Proposal Date: April, 2017

Research & Development Corporation

Signature
Name:
Title:
Address Invoices To:

Golder Associates Ltd. Rev 07/09
Hi Nancy,

The signed contract is attached and I included the attachments. The date on our T&C’s referees to the proposal submission, so no change required there. Let me know if there is anything else.

Cheers,

Andrew
Hi Nancy,

Monday morning sounds good. Myself and Lindsay can come to your office if you like.

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John’s, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | F: +1 (709) 722 2681 | E: pec@www.golder.com

Work Safe, Home Safe

Please consider the environment before printing this email.

From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Thursday, April 27, 2017 4:38 PM
To: Peach, Andrew <paw@rdc.org>; Cavers, William <wac@rdc.org>; Allen, Lindsay <lad@rdc.org>
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

I am thinking the week of May 8 should be enough time to have everything in place. If you can let me know your availability for that Monday (May 8), I will send an Outlook meeting invitation to your team. Simply let me know who to invite.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927
Thanks Nancy,

Monday is fine. I think this is going to be an interesting project and we are excited as well. Any suggestions of when you would like to have a kickoff meeting?

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd. | 11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1

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Thanks, Andrew. I’ve updated the contract document and I’m just waiting for our procurement director to return to the office to check the T&C document. I reviewed it personally and see no show stoppers. I’ll let you know as soon as I’ve got that approved and I will send the revised contract at that time. It may be Monday before I can get back to you. Feel free to let me know if you have any questions. We are very eager to work with you on this project!

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions
Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927
Hi Nancy,

That's great news!! The contract will need to be signed by William Cavers CC'd, we have a Contracts Authorization Group (CAG) at Golder and I'm not a member, but Bill is. Can you please replace my name with his. Also, I have attached a copy of Golder's standard contract, is there a way to also include a reference to our Standard Terms and Conditions on your contract?

Cheers,

Andrew

---

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.  
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1  
T: +1 (709) 722 2695 | D: | F: +1 (709) 722 2681 | C: | E:  
[www.golder.com](http://www.golder.com)  
S.40 (1)  
S.40 (1)  
S.40 (1)

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From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Thursday, April 27, 2017 11:33 AM
To: Allen, Lindsay  
Cc: Peach, Andrew  
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Thank you Lindsay and Andrew for submitting your proposal. I am pleased to inform you that yours has been selected for our project. Please take a look at the attached professional service contract for the work, and let me know if you have any issues with signing it. I took the liberty of changing the dates in your original due to the delay in our review, and added a little slack for the summer vacation season.

As your PDF document was protected, I was unable to add it to this PDF as Appendix 1. I hope you can perform that task when you execute the contract so we both have a complete document.

If someone other than Andrew should sign at Golder, please let me know and I'll make that change to the contract form.

Nancy Winchester, Ph.D, MSETM  
VP, R&D Solutions

Research & Development Corporation  
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Allen, Lindsay  
Sent: Thursday, April 6, 2017 3:57 PM
Hi Nancy,

Please find attached Golder's detailed proposal and budget estimate for the potential Minerals Analysis Facility in Labrador. Please feel free to contact us should you have any questions.

Cheers,

Lindsay
Contract for Professional Services

RDC

Contract for Short Term Consulting Services

This agreement made on the 28th day of April, 2017

BETWEEN

Golder Associates (the “Consultant”)

AND

Research & Development Corporation (“RDC”)

sets out the terms under which the “Consultant” will provide the services defined below to RDC.

1. The “Consultant” shall provide the services during a term to commence on May 8, 2017 and ending August 1, 2017.

2. The “Consultant” is responsible for remitting any taxes payable on this contract.

3. The “Consultant” is expected to attend a kickoff meeting with the RDC’s Solutions Team in St. John’s, NL before the project commences.

4. The “Consultant” is responsible to;
   Complete all work outlined in the attached proposal (Appendix 1) with dates changed from this appendix to those listed in this contract.

5. The “Consultant’s” expected deliverables are as follows;
   i. Draft report to be delivered no later than July 15, 2017
   ii. Final report incorporating RDC comments no later than August 1, 2017

6. The anticipated cost for the “Consultant’s” work is outlined in Appendix A of the attached proposal (Appendix 1).

7. The maximum amount allocated for the “Consultant’s” work shall not exceed a monetary value of $9,250 (plus HST) (nine thousand two hundred and fifty dollars).
8. RDC shall not be responsible for any expenses incurred by the consultant in addition to the above totals without prior written approval from RDC.

9. Payment for professional services will be made within 30 calendar days of receipt by RDC of a properly documented invoice satisfactory to RDC. Invoice shall include breakdown of hours charged and must include receipts for all expenses (if any) to be reimbursed.

10. Golder Associates' Standard Terms and Conditions (Appendix 2) will apply to the Services offered through this contract arrangement, with RDC represented as Client and Golder Associates as Golder in this appendix.

11. The "Consultant" shall remit invoices to

Research & Development Corporation
68 Portugal Cove Road
St. John's, NL A1B 2L9

Or by email to: RDCAccounting@rdc.org

William Cavers
Golder Associates

________________________
Nancy Winchester
Vice President
Research & Development Corporation
APPENDIX 1
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
Hi Andrew, with regards to the new contract for Golder & Associates we have now switched to Electronic Funds Transfer (EFT) payments, we don’t have the EFT information on file for Golder & Associates therefore can you kindly forward along the attached EFT authorization form to someone in accounting and scan back to me when completed.

Any questions on the form they can contact me.

Thanks,

Michelle Hyde
Procurement Coordinator

Research & Development Corporation
a catalyst for growth

68 Portugal Cove Road
St. John’s, NL A1B 2L9 Canada
Telephone: +1.709.758.0928 Fax: +1.709.758.0927 www.rdc.org

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AUTHORIZATION OF ELECTRONIC FUNDS TRANSFER (EFT)

Vendor/Client Remittance Name: __________________________________________________________

Remittance Address: _________________________________________________________________

__________________________________________ ("vendor/client") hereby authorizes RDC to electronically pay by
means of an electronic funds transfer ("EFT") payment any amounts owing by RDC to the vendor/client. The amounts owing to
the vendor/client should be deposited into the vendor/client's account as follows:

Bank Name: _____________________________________________________________________________

Branch & Street Address: _______________________________________________________________

City: __________________________ Province: __________________________ Postal Code: ____________

Transit/Routing Number: __________________________ Account Number: ______________________

RDC will advise the vendor/client of any payments made directly to the above described account by email at the following:

Email address #1: ________________________________________________

Email address #2: ________________________________________________

Contact Name: __________________________________ Phone: ________________________________

By executing this form, the vendor/client agrees:

1. That this authorization will remain in effect until revoked or changed by the vendor/client while providing RDC with
   10 days written notice.

2. That you have confirmed with your banking institution its ability to accept EFT payments and you have accepted sole
   responsibility to pay any related charges levied by your bank including any bank fees in relation to the transfer of
   funds or any late fees if the funds committed are not credited through no fault of RDC.

3. That you will promptly inform RDC of any payments made in error and make arrangements with RDC’s Accounts
   Payable for the earliest return or deduction of those funds.

4. To promptly provide all notices pertaining to this authorization, including the provision of this form to be sent either
   by email to accounting@rdc.org or by mail to:

   RDC
   Accounts Payable
   68 Portugal Cove Road
   St. John’s, NL A1B 2L9

ACKNOWLEDGED AND AGREED TO THIS _______ DAY OF ______________________, 20___.

Name: __________________________ Title: __________________________

I have authority to bind the corporation.
Hi Andrew, attached is the purchase order, please note we don't show the taxes on the PO we pick up the taxes at the invoice level.

Thanks,

Michelle Hyde  
Procurement Coordinator  
Research & Development Corporation  
a catalyst for growth  
68 Portugal Cove Road  
St. John's, NL A1B 2L9 Canada  
Telephone: +1.709.758.0928 Fax: +1.709.758.0927 www.rdc.org

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From: Peach, Andrew  
Sent: Monday, May 01, 2017 3:11 PM  
To: Hyde, Michelle (RDC)  
Cc: Winchester, Nancy  
Subject: RE: Purchase order

Thanks Michelle,

Can you provide a copy of the purchase order so that I can send to accounting?

Cheers,

Andrew
Hi Andrew, I have issued PO#2544 against the contract with Golder & Associates $9,250 plus tax.

Thanks,

Michelle Hyde  
Procurement Coordinator

Research & Development Corporation  
a catalyst for growth

68 Portugal Cove Road  
St. John’s, NL A1B 2L9 Canada  
Telephone: +1.709.758.0928  Fax: +1.709.758.0927  www.rdc.org

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Vendor: Golder Associates  
33 Alderney Drive  
Suite 460  
Dartmouth Nova Scotia B2Y 2H4  

Ship To:  

^ Changed Since the Previous Revision  

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<td>5/1/2017</td>
<td>Each</td>
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Subtotal 9,250.00  
Trade Discount 0.00  
Freight 0.00  
Miscellaneous 0.00  
Tax 0.00  
Order Total 9,250.00  

Authorized Signature
Thanks Nancy,

Cheers,

Andrew
Sorry I can’t find any written record of the estimates I gave at the meeting today, but I know I heard those numbers somewhere.

As we discussed, please let us know of any clarifying questions you develop as you begin work on this project so we can provide whatever information we can to assist with your work.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
68 Portugal Cove Road
St. John's, NL
A1B 2L9

Tel 1.709.697.4847 Fax 1.709.758.0927

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From: Peach, Andrew
Sent: Thursday, May 18, 2017 8:34 AM
To: Winchester, Nancy
Cc: Boyer, Richardson; Allen, Lindsay
Subject: Golder Invoice (Project #1775586) invoice 850921-1775586
Attachments: 850921-1775586.pdf
GOLDER ASSOCIÉS LTÉE
7250, rue du Mile End, 3e étage
Montréal QC H2R 3A4

Telephone: (514) 383-0990
Fax: (514) 383-5332

RESEARCH & DEVELOPMENT CORPORATION
68 Portugal Cove Road
St. John’s, NL A1B 2L9
CANADA

Attention: Nancy Winchester, Vice President

For Professional Services Rendered through: 5/12/2017

---

**Project Description**

Client is interested in a minerals processing laboratory for tests and they are looking for consulting work to determine necessary equipment, costs, and market pricing for the services this client needs.

---

**Summary of Current Charges**

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**Totals:** 1,024.06

**H.S.T. R121431316 15.00%** 153.61

**Total This Invoice** 1,177.67

---

If you have any questions or queries regarding our charges please call (514) 383-0990 and ask to speak to Andrew Peach. Please quote our Invoice number on your cheque.

---

**REMITTANCE ADDRESS:**
Golder Associates M9052C/U
Case Postale 11790, dépôt 15
Succursale Centre-Ville
Montréal Québec H3C 0C4

---

Page Number: 1
## Detail of Current Charges

### 1000 PROJECT MANAGEMENT

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<td>5.50</td>
<td>135.00</td>
</tr>
</tbody>
</table>

**Total Rate Schedule Labor** 882.50

**Total Multiplier Labor** 36.58

**Total Phase** 919.06

### 2000 REVIEW & REPORTING

<table>
<thead>
<tr>
<th>Hours / Qty</th>
<th>Rate</th>
<th>Billable</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROFESSIONAL - LEVEL 1</td>
<td>1.50</td>
<td>70.00</td>
</tr>
</tbody>
</table>

**Total Rate Schedule Labor** 105.00

**Total Phase** 105.00

**Total Current Charges:** 1,024.06
Hi Nancy,

I agree – from what I’ve read so far they seem like a great potential option. It looks like they already have some sort of lab near Fermont in Quebec, so it will be interesting to see if that could be a viable location for sending samples. I’ll reach out to them this week to get some more information.

Lindsay

Andrew,

Thanks so much for copying me on this development. We are delighted that you have discovered a potential new opportunity for the SAG testing. I’ve been reviewing the Starkey website this morning and I believe they would be a great contact for this project. I look forward to Lindsay’s review to determine if she reaches a similar conclusion.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions
Research & Development Corporation
Tel: 1.709.697.4847 Fax: 1.709.758.0927

Hi Lindsay,

I received the contact information below from someone that I meet at the mining conference the weekend. Can we do some background review on the company first and then decide if we should make contact.

John Starkey
Industry Leaders in SAG/AG mill design. Design t/h on day 1.

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From: bmathema@ctc.ca [mailto:bmathema@ctc.ca]
Sent: January-10-17 9:16 AM
To: [REDACTED] $40 (1)
Subject: 11th Annual Charles Tennant CMP Dinner - 17 January 2017 - Ottawa CMP. Jadeland Restaurant
Importance: High

Hello,

I hope this email finds you in good spirits. On behalf of Charles Tennant and Company, I would like to take this opportunity to wish you a prosperous 2017.

The National 2017 Canadian Mineral Processors' Conference begins next week. I have attached your invitation to the Charles Tennant Dinner that we hold every year at the Jadeland restaurant. The dinner is to be held on Tuesday, the 17th of January 2017 at 7pm. It is a token of appreciation towards our valued clients and business partners for their contribution to our success.
You are cordially invited to

The
11th Annual
Charles Tennant CMP

JADELAND CHINESE RESTAURANT
Tuesday, 17th January 2017 625 Somerset 7pm
Ottawa, ON.

RSVP to Bruce at bmathema@ctc.ca
by 16th January 2017

Please acknowledge receipt of this invitation and confirm your presence by sending me an email. You can also reach me by phone at [redacted] S.40 (1)

See you next week,

Bruce

Bruce Mathema
Technical Sales Representative

34 Clayson Road, Toronto, Ontario M9M 2G8
Main: (416) 741-9264 Cell: [redacted] S.40 (1)
Fax: (416) 741-6475 E-mail: bmathema@ctc.ca
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Hi Nancy & Frank,

I've been asked for some more information about the sample material in order for potential suppliers to provide me with their equipment recommendations. I've attached a form that one of the suppliers sent me to fill out with some of the material properties. I have a pretty good idea about most things they're asking for, but there are a couple items I'm not certain about, specifically temperature sensitivity and moisture content. I thought you may have a better idea of the appropriate values, or would be able to find out the values from someone in Labrador so I could ensure we're getting the best equipment recommendations for the job.

Thank you,

Lindsay Allen | Junior Geotechnical Engineer | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2685 | D: 4117 | F: +1 (709) 722 2681 | C: +1 (709) 660-3966 | E: lindsay.allen@golder.com

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Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atipoffice@gov.nl.ca.
Brown, Heather

From: Winchester, Nancy
Sent: Thursday, June 08, 2017 1:56 PM
To: 'Allen, Lindsay'; Blackwood, R. Frank (RDC)
Subject: RE: Material Properties for Grinding Equipment

Lindsay, I am no means a rock expert, but I do have some experience in grinding polymers. That may be where the temperature sensitivity question comes in, as the grinding max temperature must remain below the glass transition temperature of the polymer or it will gum up the equipment. I doubt the process would get as high as the melting point of any ores, so that question may not be relevant to our application.

Frank, please let me know if you have any additional information to share with Lindsay, as your experience would probably be more relevant than mine!

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Allen, Lindsay
Sent: Thursday, June 8, 2017 1:09 PM
To: Winchester, Nancy <nancywinchester@rdc.org>; Blackwood, R. Frank (RDC) <RFrankBlackwood@rdc.org>
Subject: Material Properties for Grinding Equipment

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11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | F: +1 (709) 722 2681 | C: [redacted]
E: [redacted]

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Please consider the environment before printing this email.
Brown, Heather

From: Blackwood, R. Frank (RDC)  
Sent: Friday, June 09, 2017 10:08 AM  
To: Winchester, Nancy; 'Allen, Lindsay'  
Subject: Re: Material Properties for Grinding Equipment

Perhaps Eastern Analytical can comment?

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Winchester, Nancy  
Sent: Friday, June 9, 2017 9:40 AM  
To: Blackwood, R. Frank (RDC); 'Allen, Lindsay'  
Subject: RE: Material Properties for Grinding Equipment

Lindsay, I hope our answers will work for you. Also, I realize we didn’t include drying ovens in the list of necessary equipment for this lab.

Nancy Winchester, Ph.D, MSETM  
VP, R&D Solutions  
Research & Development Corporation  
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Blackwood, R. Frank (RDC)  
Sent: Thursday, June 8, 2017 4:13 PM  
To: Winchester, Nancy <nancywinchester@rdc.org>; 'Allen, Lindsay';  
Subject: Re: Material Properties for Grinding Equipment

Nancy and Lindsay - Sorry for not responding. Taking advantage of the sunny day to paint the letters on a headstone. I don’t have much to add to what Nancy has said. The samples will be dry of all non-binding water content. Temperature should not be relevant for mineral samples - as opposed to a sample being analyzed for certain organics, for example. That’s the best that I can venture I’m afraid, as chemical-analysis constraints are definitely not my forte. Frank

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Winchester, Nancy  
Sent: Thursday, June 8, 2017 1:55 PM  
To: 'Allen, Lindsay'; Blackwood, R. Frank (RDC)  
Subject: RE: Material Properties for Grinding Equipment

Lindsay, I am no means a rock expert, but I do have some experience in grinding polymers. That may be where the temperature sensitivity question comes in, as the grinding max temperature must remain below the glass transition temperature of the polymer or it will gum up the equipment. I doubt the process would get as high as the melting point of any ores, so that question may not be relevant to our application.
Frank, please let me know if you have any additional information to share with Lindsay, as your experience would probably be more relevant than mine!

Nancy Winchester, Ph.D, MSETM  
VP, R&D Solutions

Research & Development Corporation  
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Allen, Lindsay S.40 (1)  
Sent: Thursday, June 8, 2017 1:09 PM  
To: Winchester, Nancy <nancywinchester@rdc.org>; Blackwood, R. Frank (RDC) <RFrankBlackwood@rdc.org>  
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Thank you,

Lindsay Allen | Junior Geotechnical Engineer | Golder Associates Ltd.  
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1 T: +1 (709) 722 2695 | D: +1 | F: +1 (709) 722 2681 | C:  | E: www.golder.com

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Please consider the environment before printing this email.
Hi Nancy,

I believe the answers you gave me yesterday were enough for the supplier who was asking. I’ve had no problem getting lots of information and recommendations so far regardless. As I’ve been researching and putting all the pieces together I did realize that we would need drying ovens, so I’ve been inquiring about those as well when talking to suppliers. Like you said, the main factor when looking for an appropriate oven appears to be volume, and there are lots of options that fit what we would need.

I’m planning to have a list of potential suppliers/equipment/pricing put together next week to send to Eastern Analytical for their comments and recommendations. I’ll be sure to cc you and Frank as well.

Thanks and have a great weekend!

Lindsay
From: Blackwood, R. Frank (RDC)  
Sent: Thursday, June 8, 2017 4:13 PM  
To: Winchester, Nancy <nancywinchester@rdc.org>; 'Allen, Lindsay' <s40 (1)>
Subject: Re: Material Properties for Grinding Equipment

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To: 'Allen, Lindsay'; Blackwood, R. Frank (RDC)  
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Frank, please let me know if you have any additional information to share with Lindsay, as your experience would probably be more relevant than mine!

Nancy Winchester, Ph.D, MSETM  
VP, R&D Solutions

Research & Development Corporation  
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Allen, Lindsay <s40 (1)>
Sent: Thursday, June 8, 2017 1:09 PM  
To: Winchester, Nancy <nancywinchester@rdc.org>; Blackwood, R. Frank (RDC) <RFrankBlackwood@rdc.org>
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I'll get in touch with him – thanks!

Lindsay

Good idea, Frank! Lindsay, would you like me to ask Eastern or do you want to contact Brian yourself? Either option is fine with me.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Perhaps Eastern Analytical can comment?

Sent from my BlackBerry 10 smartphone on the Bell network.
Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions
Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Blackwood, R. Frank (RDC)
Sent: Thursday, June 8, 2017 4:13 PM
To: Winchester, Nancy <nancywinchester@rdc.org>; 'Allen, Lindsay' S.29 (1) (a)
Subject: Re: Material Properties for Grinding Equipment

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Thank you,
Hi Nancy & Frank,

Thank you!

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Please consider the environment before printing this email.
Brown, Heather

From: Peach, Andrew <...>
Sent: Friday, June 30, 2017 8:52 AM
To: Winchester, Nancy
Cc: Allen, Lindsay
Subject: Re: Starkey & Associates SAGDesign Confidentiality Agreement

Thanks Nancy,

I assume that you are either traveling or have some time off. So safe travels and/or enjoy your time off.

Cheers,

Andrew

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Winchester, Nancy
Sent: Friday, June 30, 2017 08:45
To: Peach, Andrew
Cc: Allen, Lindsay
Subject: RE: Starkey & Associates SAGDesign Confidentiality Agreement

Andrew, I agree as well. The agreement will be completely transparent for all parties with that addition.

Lindsay, if you receive this today, please send to me and I’ll obtain Mark’s signature. After today through next Thursday, your contact will be Janice Pridie. I have debriefed her on the project and what we need her to do for us regarding agreement execution.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions
Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Peach, Andrew <...>
Sent: Friday, June 30, 2017 8:43 AM
To: Winchester, Nancy <nancywinchester@rdc.org>
Cc: Allen, Lindsay <...>
Subject: Re: Starkey & Associates SAGDesign Confidentiality Agreement

Thanks Nancy,

I see the easiest option being to included RDC in the agreement.

Lindsay: can you please email Starkey and ask them to amend the Confidentially Agreement to also include RDC and the contact that Nancy provided in her most recent email.
Cheers,

Andrew

Andrew Peach (P. Geo., EP.) | Manager / Geotechnical Discipline Lead | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland, Canada A1B 4C1
T: +1 (709) 722 2695 | D: [Redacted] | F: +1 (709) 722 2681 | C: [Redacted]
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Please consider the environment before printing this email.

From: Winchester, Nancy <nancywinchester@rdc.org>
Sent: June 30, 2017 8:22 AM
To: Peach, Andrew
Cc: Allen, Lindsay
Subject: RE: Starkey & Associates SAGDesign Confidentiality Agreement

Andrew,

I see a few options to include RDC in the information sharing:

1. Specifically include RDC in this agreement as your client (I see no risk in you sharing with Starkey that you are working under contract for us). I can ask in a few minutes who from RDC would be the signature and provide you with that contact (see below about my availability)
2. Expand the use of the confidential information to include not only Golder Associates but its contracted third parties. (This one is a long shot as Starkey would not know the scope of that sharing.)
3. Discuss the prior written consent with Starkey to let them know that you are currently working under a contract for a third party and that you are doing is a deliverable under that contract. Advise them of the nature of who we are if you don’t want to mention our name specifically – “provincial government crown corporation research services provider” would be a good descriptor.

Any of these options would be acceptable to us.

Our legal support is third party and not always very responsive, so I hope one of these will work as it may take me several weeks to get this information from them.

I will be away from the office Monday through Thursday this week, so please let me know if there is anything I can do today to help with this. Otherwise, it will be next Friday before I am available again. (I have all day to work this so don’t hesitate to ask.)

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions
Hi Nancy,

Please see the attached confidentiality agreement, we are working with Starkey & Associates to change the restriction about releasing information to third parties. Just wondering if it's worthwhile for your legal group to get involved and come up with some suggested language that would elevate their concerns. Let me know if you have someone that can look at this and make some suggestions.

Cheers,

Andrew

Andrew Peach (P. Geo., EP.) | Manager / Geotechnical Discipline Lead | Golder Associates Ltd.
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Please consider the environment before printing this email.
From: Spencer Reeves
Sent: June-28-17 12:05 PM
To: Allen, Lindsay
Subject: Starkey & Associates SAGDesign Confidentiality Agreement

Dear Lindsay,

Prior to formally releasing any commercial information on our test program, I request that you sign the attached confidentiality agreement and return it to us at your earliest convenience. I will also be happy to revise the agreement in the name of someone else you recommend at your request.

Best Regards,

Spencer Reeves
Project Manager
Starkey & Associates Inc.

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Andrew

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Best Regards,

Spencer Reeves

Project Manager

Starkey & Associates Inc.
CONFIDENTIALITY AGREEMENT

Whereas Starkey & Associates Inc. (S&A) of Oakville, Ontario, Canada, wishes to discuss an Agreement with Golder Associates Ltd. (GA), to supply a SAGDesign™ SAG mill, including a SAGDesign Technology Laboratory Operating License, detailed SAGDesign testing procedures, new technical developments, and to disclose certain business related information pertaining to the SAGDesign testing business to GA, it is hereby agreed that the technical and business related information so disclosed by S&A to GA and related in any way to SAGDesign testing will be considered confidential and will not be shared with any third parties without S&A’s prior written consent.

Excluded from this agreement is any information that is in the public domain at the time of signing of this agreement or which becomes public through sources other than GA thereafter.

This Confidentiality Agreement shall be in force for five years from the date of signing by S&A and GA.

Signed:

For Starkey & Associates Inc.                       For Golder Associates Ltd.

J. Starkey, P. Eng.                                Lindsay Allen
President                                          Junior Geotechnical Engineer

Date June 28, 2017

Date
Brown, Heather

From: Allen, Lindsay <reddacted>
Sent: Friday, June 30, 2017 8:50 AM
To: Winchester, Nancy
Subject: RE: Starkey & Associates SAGDesign Confidentiality Agreement

Nancy,

No problem. I will pass along the information to Starkey this morning and let you or Janice know as soon as they get back to me.

Thank you,
Lindsay

Lindsay Allen | Junior Geotechnical Engineer | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | D: +1 (709) 722 2696 | F: +1 (709) 722 2681| C: +1 (709) 722 2681

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From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: June-30-17 8:45 AM
To: Peach, Andrew <reddacted>
Cc: Allen, Lindsay
Subject: RE: Starkey & Associates SAGDesign Confidentiality Agreement

Andrew, I agree as well. The agreement will be completely transparent for all parties with that addition.

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From: Winchester, Nancy <nancywinchester@rdc.org>
Sent: June 30, 2017 8:22 AM
To: Peach, Andrew
Cc: Allen, Lindsay
Subject: RE: Starkey & Associates SAGDesign Confidentiality Agreement

Andrew,

I see a few options to include RDC in the information sharing:

1. Specifically include RDC in this agreement as your client (I see no risk in you sharing with Starkey that you are working under contract for us). I can ask in a few minutes who from RDC would be the signature and provide you with that contact (see below about my availability)
2. Expand the use of the confidential information to include not only Golder Associates but its contracted third parties. (This one is a long shot as Starkey would not know the scope of that sharing.)

3. Discuss the prior written consent with Starkey to let them know that you are currently working under a contract for a third party and that the work you are doing is a deliverable under that contract. Advise them of the nature of who we are if you don’t want to mention our name specifically – “provincial government crown corporation research services provider” would be a good descriptor.

Any of these options would be acceptable to us.

Our legal support is third party and not always very responsive, so I hope one of these will work as it may take me several weeks to get this information from them.

I will be away from the office Monday through Thursday this week, so please let me know if there is anything I can do today to help with this. Otherwise, it will be next Friday before I am available again. (I have all day to work this so don’t hesitate to ask.)

Nancy Winchester, Ph.D, MSETM

VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

Hi Nancy,

Please see the attached confidentiality agreement, we are working with Starkey & Associates to change the restriction about releasing information to third parties. Just wondering if it’s worthwhile for your legal group to get involved and come up with some suggested language that would elevated their concerns. Let me know if you have someone that can look at this and make some suggestions.

Cheers,
Work Safe, Home Safe

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Please consider the environment before printing this email.

From: Allen, Lindsay  
Sent: June 29, 2017 8:23 AM  
To: Peach, Andrew  
Subject: FW: Starkey & Associates SAGDesign Confidentiality Agreement
Dear Lindsay,

Prior to formally releasing any commercial information on our test program, I request that you sign the attached confidentiality agreement and return it to us at your earliest convenience. I will also be happy to revise the agreement in the name of someone else you recommend at your request.

Best Regards,

Spencer Reeves
Project Manger
Starkey & Associates Inc.

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Brown, Heather

From: Blackwood, R. Frank (RDC)
Sent: Monday, June 05, 2017 9:54 AM
To: Winchester, Nancy
Subject: RE: SAG Power Testing - Possible Lead

That’s great Nancy! May I suggest that you send along a note to Andrew and Lindsay to say that you are excited by the possibilities, and that you appreciate their diligence. Just a thought to keep their interest level high (not that they’re lagging at all)! Frank

R. Frank Blackwood, P. Geo., FGC
Senior Geoscience Advisor

Research & Development Corporation (RDC)
68 Portugal Cove Road
St. John’s, NL
A1B 2L9

Tel +1.709.758.1064 Fax +1.709.758.0927
E-mail: rfrankblackwood@rdc.org
Website: www.rdc.org

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From: Winchester, Nancy
Sent: Monday, June 05, 2017 9:46 AM
To: Blackwood, R. Frank (RDC)
Subject: RE: SAG Power Testing - Possible Lead

Frank:

Quote from this page of the Starkey website: Interested in becoming a member of the SAGDesign Consulting Group and purchasing a SAGDesign mill for your lab? Contact us for more information.

This tells me that they do sell the mills and we can join their network! Note that COREM is also part of their network and COREM staff are co-authors on many of the publications posted on their website.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Winchester, Nancy
Sent: Monday, June 5, 2017 9:15 AM
Frank, 
I checked out the Starkey website and found this page that explains the method very well and also includes all of the equations for measuring the power. http://sagdesign.com/home/products-and-services/sagdesign-test I’m curious to understand the intellectual property issues with this method now that Golder has found this second supplier.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Peach, Andrew
Sent: Monday, June 5, 2017 8:28 AM
To: Allen, Lindsay
Cc: Blackwood, R. Frank (RDC) <RFrankBlackwood@rdc.org>; Winchester, Nancy <nancywinchester@rdc.org>
Subject: SAG Power Testing - Possible Lead

Hi Lindsay,

I received the contact information below from someone that I meet at the mining conference the weekend. Can we do some background review on the company first and then decide if we should make contact.

John Starkey

Industry Leaders in SAG/AG mill design. Design t/h on day 1.

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From: bmathema@ctc.ca
Sent: January-10-17 9:16 AM
To: [redacted]
Subject: 11th Annual Charles Tennant CMP Dinner - 17 January 2017 - Ottawa CMP. Jadeland Restaurant
Importance: High

Hello,

I hope this email finds you in good spirits. On behalf of Charles Tennant and Company, I would like to take this opportunity to wish you a prosperous 2017.

The National 2017 Canadian Mineral Processors’ Conference begins next week. I have attached your invitation to the Charles Tennant Dinner that we hold every year at the Jadeland restaurant. The dinner is to be held on Tuesday, the 17th of January 2017 at 7pm. It is a token of appreciation towards our valued clients and business partners for their contribution to our success.
You are cordially invited to

The

11th Annual

Charles Tennant CMP

JADELAND CHINESE RESTA

Tuesday, 17th January 2017 625 Somerset
7pm Ottawa, ON.

RSVP to Bruce at bmathema@ctc.
by 16th January 2017

Please acknowledge receipt of this invitation and confirm your presence by sending me an email. You can also reach me by phone at S.40 (1)

See you next week,

Bruce
Bruce Mathema
Technical Sales Representative

CHARLES TENNANT & Company

34 Clayson Road., Toronto, Ontario  M9M 2G8
Main: (416) 741-9264  Cell: [redacted]
Fax: (416) 741-6475  E-mail: bmathema@ctc.ca
FYI, rec'd the 1 page Confidentiality Agreement (attached) and have it printed for MP to sign.

---

Andrew,

In follow up to my earlier note regarding this agreement: if RDC (official name Research & Development Corporation of Newfoundland and Labrador) will become a signatory to this confidentiality agreement, our acting CEO, Mark Ploughman, would be the person to sign the document. I have copied Janice Pridie on this note – Janice handles most of Mark’s correspondence and can be your conduit to Mark to present any amended agreement that RDC would need to sign. I am back again on Friday, July 7 so you can send any correspondence directly to me again on or after that date.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

Hi Nancy,

Please see the attached confidentiality agreement, we are working with Starkey & Associates to change the restriction about releasing information to third parties. Just wondering if it's worthwhile for your legal group to get involved and come up with some suggested language that would elevated their concerns. Let me know if you have someone that can look at this and make some suggestions.

Cheers,

Andrew
Work Safe, Home Safe

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Please consider the environment before printing this email.

From: Allen, Lindsay
Sent: June 29, 2017 8:23 AM
To: Peach, Andrew
Subject: FW: Starkey & Associates SAGDesign Confidentiality Agreement

---

From: Spencer Reeves
Sent: June 28-17 12:05 PM
To: Allen, Lindsay
Subject: Starkey & Associates SAGDesign Confidentiality Agreement
Dear Lindsay,

Prior to formally releasing any commercial information on our test program, I request that you sign the attached confidentiality agreement and return it to us at your earliest convenience. I will also be happy to revise the agreement in the name of someone else you recommend at your request.

Best Regards,

Spencer Reeves
Project Manager
Starkey & Associates Inc.
CONFIDENTIALITY AGREEMENT

Whereas Starkey & Associates Inc. (S&A) of Oakville, Ontario, Canada, wishes to discuss an Agreement with Research & Development Corporation of Newfoundland and Labrador (RDC), to supply a SAGDesign™ SAG mill, including a SAGDesign Technology Laboratory Operating License, detailed SAGDesign testing procedures, new technical developments, and to disclose certain business related information pertaining to the SAGDesign testing business to RDC, it is hereby agreed that the technical and business related information so disclosed by S&A to RDC and related in any way to SAGDesign testing will be considered confidential and will not be shared with any third parties without S&A’s prior written consent.

Excluded from this agreement is any information that is in the public domain at the time of signing of this agreement or which becomes public through sources other than RDC thereafter.

This Confidentiality Agreement shall be in force for five years from the date of signing by S&A and RDC.

Signed:

For Starkey & Associates Inc. For Research & Development Corporation of Newfoundland and Labrador.

J. Stárkey, P. Eng. Mark Ploughman
President Acting CEO

Date June 30, 2017 Date ____________________
Same to you!

Sent from my BlackBerry 10 smartphone on the Bell network.

Thanks for confirming, Andrew. Have a great Canada Day weekend as well!

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

Hi Nancy,

This is a parallel agreement. We will take care of incorporating the information into our report.

Cheers,

Andrew

Sent from my BlackBerry 10 smartphone on the Bell network.

One follow up question: is this a parallel agreement to the one you also signed? In other words, will Starkey be sending the information to you and you will then be incorporating it into the report for us? Just want to be clear on the process.
Hi Nancy,

Attached is the revised confidentiality agreement from Starkey and Associates. They have already sent it to Janice as well. I'm not in the office this afternoon as I'm driving to Corner Brook, but feel free to give me a call on my cell at [redacted] if you have any questions.

Cheers,
Lindsay

Begin forwarded message:

From: Spencer Reeves <[redacted]>
Date: June 30, 2017 at 1:20:07 PM NDT
To: "JanicePridie@rdc.org" <janicePridie@rdc.org>, Nancy Lepore <[redacted]>, John Starkey <[redacted]>
Cc: "Allen, Lindsay" <[redacted]>
Subject: Confidentiality Agreement for Starkey & Associates Inc. - SAGDesign Test Mill Procurement

Dear Ms. Pridie,

Based on my discussions with Lindsay Allen of Golder Associates, I respectfully request that you provide the attached confidentiality agreement to Mr. Ploughman for his signature. The signing of this document will allow me to provide RDC and Golder with the specific technical and commercial details relating to the procurement of a SAGDesign Test Mill for your laboratory.

Don’t hesitate to contact me if you have any comments or concerns regarding this document.

Best Regards,

Spencer Reeves
Project Manager
Starkey & Associates Inc.
Office: +1 905 849 6111
Cell: [redacted]

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Brown, Heather

From: Pridie, Janice R
Sent: Wednesday, July 05, 2017 2:18 PM
To: Winchester, Nancy
Subject: FW: Confidentiality Agreement for Starkey & Associates Inc. - SAGDesign Test Mill Procurement
Attachments: Confidentiality Agreement - Starkey& Associates & RDC.pdf

FYI, agreement signed by Mark and returned.

From: Pridie, Janice R
Sent: Wednesday, July 05, 2017 2:16 PM
To: 'Spencer Reeves'
Cc: Allen, Lindsay; Nancy Lepore; John Starkey
Subject: RE: Confidentiality Agreement for Starkey & Associates Inc. - SAGDesign Test Mill Procurement

Afternoon,

The Confidentiality Agreement executed by Mr. Mark Ploughman, Acting CEO is attached as requested. Let me know if you require anything further.

Regards,
Janice

Janice Pridie
Administrative Assistant

Research & Development Corporation
68 Portugal Cove Road
St. John’s, Newfoundland & Labrador, Canada
A1B 2L9

Tel 1.709.758.0337 Fax 1.709.758.0927
www.rdc.org

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From: Spencer Reeves [REDACTED] S.40 (1)
Sent: Friday, June 30, 2017 1:20 PM
To: Pridie, Janice R
Cc: Allen, Lindsay; Nancy Lepore; John Starkey
Subject: Confidentiality Agreement for Starkey & Associates Inc. - SAGDesign Test Mill Procurement

Dear Ms. Pridie,

Based on my discussions with Lindsay Allen of Golder Associates, I respectfully request that you provide the attached confidentiality agreement to Mr. Ploughman for his signature. The signing of this document will allow me to provide RDC and Golder with the specific technical and commercial details relating to the procurement of a SAGDesign Test Mill for your laboratory.
Don't hesitate to contact me if you have any comments or concerns regarding this document.

Best Regards,

Spencer Reeves
Project Manager
Starkey & Associates Inc.
Office: +1 905 849 6111
Cell: [redacted]
CONFIDENTIALITY AGREEMENT

Whereas Starkey & Associates Inc. (S&A) of Oakville, Ontario, Canada, wishes to discuss an Agreement with Research & Development Corporation of Newfoundland and Labrador (RDC), to supply a SAGDesign™ SAG mill, including a SAGDesign Technology Laboratory Operating License, detailed SAGDesign testing procedures, new technical developments, and to disclose certain business related information pertaining to the SAGDesign testing business to RDC, it is hereby agreed that the technical and business related information so disclosed by S&A to RDC and related in any way to SAGDesign testing will be considered confidential and will not be shared with any third parties without S&A’s prior written consent.

Excluded from this agreement is any information that is in the public domain at the time of signing of this agreement or which becomes public through sources other than RDC thereafter.

This Confidentiality Agreement shall be in force for five years from the date of signing by S&A and RDC.

Signed:

For Starkey & Associates Inc.                                      For Research & Development Corporation of Newfoundland and Labrador.

J. Starkey, P. Eng.                         Mark Ploughman
President                                   Acting CEO

Date June 30, 2017                                   Date
Hi Stacy,

Invoice attached from Golder, Nancy can sign off on goods/services received this when she returns Monday.

Thanks,

Michelle

Hi Michelle,

Please see the attached invoice. Also, my project dashboard updated yesterday after the long weekend and to date we have used up $7,954.00 (HST not included) of our approved budget.

Cheers,

Andrew
This is perfect thanks Andrew.

Michelle

From: Peach, Andrew  
Sent: Tuesday, July 4, 2017 10:27 AM 
To: Hyde, Michelle (RDC) <MichelleHyde@rdc.org>  
Cc: Winchester, Nancy <nancywinchester@rdc.org> 
Subject: RE: June invoices

Hi Michelle,

I have an invoice pending for $2,455.25 (HST Included), just waiting for accounting to release it. Also, my project dashboard shows that to date we have used up $5,644.00 (HST not included) of our approved budget.

Hope this helps.

Cheers,

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd. 
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | D: | F: +1 (709) 722 2681 | C: |
E: www.golder.com

Work Safe, Home Safe

--

From: Hyde, Michelle (RDC) <MichelleHyde@rdc.org> 
Sent: Tuesday, July 04, 2017 9:39 AM 
To: Peach, Andrew  
Cc: Winchester, Nancy <nancywinchester@rdc.org> 
Subject: June invoices

Hi Andrew, I am working on my June open purchase order accruals and Nancy is on vacation this week so looking to see if there was any work completed on PO#2544 for the Minerals Facility analysis.

Basically we accrue any work that is potentially over $1,000 until we receive and process the invoices so just wondering if you would be able to check if there are any invoices against this PO for June over $1,000, if so can you kindly send me along the estimated invoice amount.

Thanks Andrew.
INVOICE
GOLDER ASSOCIÉS LTÉE
7250, rue du Mile End, 3e étage
Montréal, QC, H2R 3A4

Telephone: (514) 383-0990
Fax: (514) 383-5332

RESEARCH & DEVELOPMENT
CORPORATION
68 Portugal Cove Road
St. John’s NL A1B 2L9
CANADA

Attention: Nancy Winchester, Vice President

For Professional Services Rendered through: 6/9/2017

Project Description
Client is interested in a minerals processing laboratory for tests and they are looking for consulting work to determine necessary equipment, costs, and market pricing for the services this client needs.

Summary of Current Charges

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<tr>
<th>Phase Code / Name</th>
<th>Current Amount</th>
<th>Project to Date</th>
<th>Budget</th>
<th>Remaining</th>
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Net Invoice 2,135.00
H.S.T. R121431316 15% 320.25
Total This Invoice 2,455.25

Terms: Net 30 Days / 1.50% Interest Per Month (18% Per Annum) Charged on Overdue Accounts

If you have any questions or queries regarding our charges please call (514) 383-0990 and ask to speak to Andrew Peach.
Please quote our invoice number on your cheque.
GOLDER ASSOCIÉS LTÉE
7250, rue du Mile End, 3e étage
Montréal, QC, H2R 3A4

Telephone: (514) 383-0990
Fax: (514) 383-5332

Invoice #: 861057
Project: 1775586
Invoice Group: **
Invoice Date: 7/4/2017

Attention: Nancy Winchester, Vice President

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S.39(1)(a)(ii), 39(b), 39(c)(i) Total - Direct Labor $2,135.00
Total - Phase 2000 $2,135.00

Total Current Charges: 2,135.00
INVOICE
GOLDER ASSOCIÉS LTÉE
7250, rue du Mile End, 3e étage
Montréal, QC, H2R 3A4

Telephone: (514) 383-0990
Fax: (514) 383-5332

Invoice #: 872638
Project: 1775586
Invoice Group: **
Invoice Date: 9/14/2017

RESEARCH & DEVELOPMENT
CORPORATION
68 Portugal Cove Road
St. John's NL A1B 2L9
CANADA

Attention: Nancy Winchester, Vice President

For Professional Services Rendered through: 8/27/2017

Project Description
Client is interested in a minerals processing laboratory for tests and they are looking for consulting work to determine necessary equipment, costs, and market pricing for the services this client needs.

Summary of Current Charges

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<th>Phase Code / Name</th>
<th>Current Amount</th>
<th>Project to Date</th>
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<td>9,250.00</td>
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</table>

Net Invoice: 6,090.94
H.S.T. R121431316 15% 913.64
Total This Invoice: 7,004.58

Terms: Net 30 Days / 1.50% Interest Per Month (18% Per Annum) Charged on Overdue Accounts

If you have any questions or queries regarding our charges please call (514) 383-0990 and ask to speak to Andrew Peach.
Please quote our invoice number on your cheque.

REMITTANCE ADDRESS: Golder Associés M9052C/U
Case Postale 11790, dép 15
Succursale Centre-Ville
Montréal Québec H3C 0C4
From: Petten, Shelly  
Sent: Friday, September 15, 2017 1:27 PM  
To: Steele, Bonnie  
Cc: Hayes, Robyn; Kielley, Marc  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Thanks Bonnie!

From: Steele, Bonnie  
Sent: Friday, September 15, 2017 1:27 PM  
To: Petten, Shelly  
Cc: Hayes, Robyn; Kielley, Marc  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Shelly

You are correct, we are handling the payments.

Bonnie

Bonnie Steele, CPA CMA  
Manager of Finance, Budgeting & General Operations – TCII  
Strategic Financial Management Division  
Dept. of Municipal Affairs  
4th Floor, West Block  
Telephone: 709.729.5272  
Fax: 709.729.5535

From: Petten, Shelly  
Sent: Friday, September 15, 2017 12:55 PM  
To: Steele, Bonnie  
Cc: Hayes, Robyn; Kielley, Marc  
Subject: FW: Minerals Analysis Facility - Golder Associates Project Number 1775586

Good afternoon Bonnie,

I'm not sure what the agreed upon method of handling payments for RDC contracts is, but this invoice needs to be paid. The contract will be finished with this payment and I have a draft copy of the report with the final expected in a few weeks.

I've copied Marc so that he can indicate his approval too. If I've made assumptions about you folks being responsible for the payment, I apologize. Just let me know who to send it to and I'll make sure it gets to the appropriate person.

Cheers  
Shelly
From: Peach, Andrew 
Sent: Thursday, September 14, 2017 2:10 PM
To: Petten, Shelly
Cc: Boyer, Richardson
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Hi Shelly,

No problem, please see the updated invoice.

Cheers,

Andrew

---

From: Petten, Shelly [mailto:ShellyPetten@gov.nl.ca]
Sent: Tuesday, September 12, 2017 2:28 PM
To: Peach, Andrew
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Andrew,

Could you send me an amended invoice for the remaining balance so that we could close out all remaining payments on this file?

Cheers
Shelly

---

From: Peach, Andrew
Sent: Thursday, September 07, 2017 3:14 PM
To: Petten, Shelly
Subject: Minerals Analysis Facility - Golder Associates Project Number 1775586

Hi Shelly,
The signed contract is attached as well as our most recent invoice. To date we have used up $8,409.00 (HST not included) of our approved budget. There is a confidentiality agreement in place with one of the suppliers, I have attached that agreement as well.

The draft report is almost ready and will be submitted early next week.

Let me know if you need anything else from me.

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John’s, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | F: +1 (709) 722 2681 | C: | E: www.golder.com

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Please consider the environment before printing this email.

From: Peach, Andrew
Sent: Friday, April 28, 2017 10:27 AM
To: 'Winchester, Nancy' <nancywinchester@rdc.org>
Cc: Cavers, William <[redacted]>; Allen, Lindsay <[redacted]>
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

The signed contract is attached and I included the attachments. The date on our T&C’s referees to the proposal submission, so no change required there. Let me know if there is anything else.

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John’s, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | F: +1 (709) 722 2681 | C: | E: www.golder.com

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From: Winchester, Nancy  [mailto:nancywinchester@rdc.org]
Sent: Friday, April 28, 2017 9:28 AM
To: Peach, Andrew < [REDACTED] >; Allen, Lindsay [REDACTED]
Cc: Cavers, William [REDACTED]; Allen, Lindsay [REDACTED]
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Andrew, good news! I got approval to accept your T&C document this morning. Can you please compile this new contract (with William as the signatory), the proposal as Appendix 1, and the T&C document as Appendix 2, and send me that final PDF packet with William's signature?

Note that I also changed the effective date to today, so for consistency, you may wish to change the date on the T&C document to the same.

I will send the meeting invitation for May 8 to you and Lindsay shortly.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Peach, Andrew [REDACTED]
Sent: Thursday, April 27, 2017 4:44 PM
To: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Cc: Cavers, William [REDACTED]; Allen, Lindsay [REDACTED]
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

Monday morning sounds good. Myself and Lindsay can come to your office if you like.

Cheers,

Andrew
From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Thursday, April 27, 2017 4:38 PM
To: Peach, Andrew  
Cc: Cavers, William ; Allen, Lindsay
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

I am thinking the week of May 8 should be enough time to have everything in place. If you can let me know your availability for that Monday (May 8), I will send an Outlook meeting invitation to your team. Simply let me know who to invite.

Nancy Winchester, Ph.D, MSETM
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From: Peach, Andrew
Sent: Thursday, April 27, 2017 4:36 PM
To: Winchester, Nancy <nancywinchester@rdc.org>
Cc: Cavers, William ; Allen, Lindsay
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Thanks Nancy,

Monday is fine. I think this is going to be an interesting project and we are excited as well. Any suggestions of when you would like to have a kickoff meeting?

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
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Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

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Hi Nancy,

That’s great news!! The contract will need to be signed by William Cavers CC’d, we have a Contracts Authorization Group (CAG) at Golder and I’m not a member, but Bill is. Can you please replace my name with his. Also, I have attached a copy of Golder’s standard contract, is there a way to also include a reference to our Standard Terms and Conditions on your contract?

Cheers,

Andrew

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Please consider the environment before printing this email.
Thank you Lindsay and Andrew for submitting your proposal. I am pleased to inform you that yours has been selected for our project. Please take a look at the attached professional service contract for the work, and let me know if you have any issues with signing it. I took the liberty of changing the dates in your original due to the delay in our review, and added a little slack for the summer vacation season.

As your PDF document was protected, I was unable to add it to this PDF as Appendix 1. I hope you can perform that task when you execute the contract so we both have a complete document.

If someone other than Andrew should sign at Golder, please let me know and I’ll make that change to the contract form.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions
Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Allen, Lindsay
Sent: Thursday, April 6, 2017 3:57 PM
To: Winchester, Nancy <nancywinchester@rdc.org>
Cc: Peach, Andrew
Subject: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

Please find attached Golder’s detailed proposal and budget estimate for the potential Minerals Analysis Facility in Labrador. Please feel free to contact us should you have any questions.

Cheers,

Lindsay

Lindsay Allen | Junior Engineer | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John’s, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | D: | F: +1 (709) 722 2681 | E: www.golder.com

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I'll hold the final payment until we get the report.

Shelly,
You can let me know when you receive it.

Thanks
Bonnie

Bonnie Steele, CPA CMA
Manager of Finance, Budgeting & General Operations – TCII
Strategic Financial Management Division
Dept. of Municipal Affairs
4th Floor, West Block
Telephone: 709.729.5272
Fax: 709.729.5535

Will do – thanks Marc.

Shelly

If that's the case you should indicate to Golder that the report meets with the contract requirements and ask that a final version be submitted to release payment.

Marc Kielley
Assistant Deputy Minister, Regional Development & Diversification
Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador

t (709) 729-5161
e MarcKielley@gov.nl.ca
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From: Petten, Shelly  
Sent: Friday, September 15, 2017 3:42 PM  
To: Kielley, Marc; Steele, Bonnie  
Cc: Hayes, Robyn  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586  

Marc – I have the draft report. As far as I am concerned, it’s complete. I’m not in a position to suggest changes as the consultant requested prior to release of the final $800 as part of the terms of the contract.

Shelly

Shelly Petten  
Development Officer  
Tourism, Culture Industry and Innovation

t  709-729-4208  
e  shellypetten@gov.nl.ca

From: Kielley, Marc  
Sent: Friday, September 15, 2017 3:38 PM  
To: Petten, Shelly; Steele, Bonnie  
Cc: Hayes, Robyn  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586  

I approve of the payment. My only question is should we release payment before receiving the final report? What is our policy on this?

Marc Kielley  
Assistant Deputy Minister, Regional Development & Diversification  
Tourism, Culture, Industry and Innovation  
Government of Newfoundland and Labrador

t  (709) 729-5161  
e  MarcKielley@gov.nl.ca

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From: Petten, Shelly  
Sent: Friday, September 15, 2017 12:55 PM  
To: Steele, Bonnie  
Cc: Hayes, Robyn; Kielley, Marc  
Subject: FW: Minerals Analysis Facility - Golder Associates Project Number 1775586  

Good afternoon Bonnie,
I'm not sure what the agreed upon method of handling payments for RDC contracts, but this invoice needs to be paid. The contract will be finished with this payment and I have a draft copy of the report with the final expected in a few weeks.

I’ve copied Marc so that he can indicate his approval too. If I’ve made assumptions about you folks being responsible for the payment, I apologize. Just let me know who to send it to and I’ll make sure it gets to the appropriate person.

Cheers
Shelly

---

From: Peach, Andrew
Sent: Thursday, September 14, 2017 2:10 PM
To: Petten, Shelly
Cc: Boyer, Richardson
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Hi Shelly,

No problem, please see the updated invoice.

Cheers,

Andrew

---

From: Petten, Shelly
Sent: Tuesday, September 12, 2017 2:28 PM
To: Peach, Andrew
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Andrew,

Could you send me an amended invoice for the remaining balance so that we could close out all remaining payments on this file?
Hi Shelly,

The signed contract is attached as well as our most recent invoice. To date we have used up $8,409.00 (HST not included) of our approved budget. There is a confidentiality agreement in place with one of the suppliers, I have attached that agreement as well.

The draft report is almost ready and will be submitted early next week.

Let me know if you need anything else from me.

Cheers,

Andrew

--

From: Peach, Andrew
Sent: Thursday, September 07, 2017 3:14 PM
To: Petten, Shelly
Subject: Minerals Analysis Facility - Golder Associates Project Number 1775586

Hi Shelly,

The signed contract is attached as well as our most recent invoice. To date we have used up $8,409.00 (HST not included) of our approved budget. There is a confidentiality agreement in place with one of the suppliers, I have attached that agreement as well.

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Cheers,

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Please consider the environment before printing this email.

From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Friday, April 28, 2017 9:28 AM
To: Peach, Andrew  ; Cavers, William  ; Allen, Lindsay  
Cc:  
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Andrew, good news! I got approval to accept your T&C document this morning. Can you please compile this new contract (with William as the signatory), the proposal as Appendix 1, and the T&C document as Appendix 2, and send me that final PDF packet with William’s signature?

Note that I also changed the effective date to today, so for consistency, you may wish to change the date on the T&C document to the same.

I will send the meeting invitation for May 8 to you and Lindsay shortly.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

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To: Winchester, Nancy  
Cc: Cavers, William  ; Allen, Lindsay  
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

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Cheers,

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Cc: Cavers, William ; Allen, Lindsay  
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates  

I am thinking the week of May 8 should be enough time to have everything in place. If you can let me know your availability for that Monday (May 8), I will send an Outlook meeting invitation to your team. Simply let me know who to invite.

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Cc: Cavers, William ; Allen, Lindsay  
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates  

Thanks Nancy,  

Monday is fine. I think this is going to be an interesting project and we are excited as well. Any suggestions of when you would like to have a kickoff meeting?  

Cheers,  

Andrew
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Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

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VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Peach, Andrew
Sent: Thursday, April 27, 2017 1:43 PM
To: Winchester, Nancy
Cc: Cavers, William; Allen, Lindsay
Subject: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

That's great news!! The contract will need to be signed by William Cavers CC'd, we have a Contracts Authorization Group (CAG) at Golder and I'm not a member, but Bill is. Can you please replace my name with his. Also, I have attached a copy of Golder's standard contract, is there a way to also include a reference to our Standard Terms and Conditions on your contract?

Cheers,

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T: +1 (709) 722 2695 | D: F: +1 (709) 722 2681 | C: www.golder.com

Work Safe, Home Safe
Thank you Lindsay and Andrew for submitting your proposal. I am pleased to inform you that yours has been selected for our project. Please take a look at the attached professional service contract for the work, and let me know if you have any issues with signing it. I took the liberty of changing the dates in your original due to the delay in our review, and added a little slack for the summer vacation season.

As your PDF document was protected, I was unable to add it to this PDF as Appendix 1. I hope you can perform that task when you execute the contract so we both have a complete document.

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Nancy Winchester, Ph.D, MSETM
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From: Allen, Lindsay
Sent: Thursday, April 6, 2017 3:57 PM
To: Winchester, Nancy <nancywinchester@rdc.org>
Cc: Peach, Andrew
Subject: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

Please find attached Golder's detailed proposal and budget estimate for the potential Minerals Analysis Facility in Labrador. Please feel free to contact us should you have any questions.

Cheers,

Lindsay
Please consider the environment before printing this email.
Thanks Marc. This is an additional e-mail from Andrew only as an FYI.

From: Peach, Andrew
Sent: Tuesday, October 03, 2017 2:53 PM
To: Petten, Shelly
Cc: Cavers, William
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Thanks, our report contains business information related to Starsky and Associates, so I need to make sure that we don’t violate our existing confidentiality agreement.

Andrew

---

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---

From: Petten, Shelly
Sent: Tuesday, October 03, 2017 2:50 PM
To: Peach, Andrew
Cc: Cavers, William
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

I am not sure but I’ll ask our legal folks and get back to you.

Cheers
Shelly
Hi Shelly,

Before I release the report, can you let me know if Innovate NL is covered under the existing confidentiality agreement that RDC signed, or do I need to get you to sign a new one?

Cheers,

Andrew
No problem, please see the updated invoice.

Cheers,

Andrew

---

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From: Petten, Shelly (mailto:ShellyPetten@gov.nl.ca)
Sent: Tuesday, September 12, 2017 2:28 PM
To: Peach, Andrew
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

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Cheers
Shelly

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Subject: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

That's great news!! The contract will need to be signed by William Cavers CC'd, we have a Contracts Authorization Group (CAG) at Golder and I'm not a member, but Bill is. Can you please replace my name with his. Also, I have attached a copy of Golder's standard contract, is there a way to also include a reference to our Standard Terms and Conditions on your contract?

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | D: | F: +1 (709) 722 2681 | C: | E: www.golder.com

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From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Thursday, April 27, 2017 11:33 AM
To: Allen, Lindsay <AllanLindsay@Golder.com>
Cc: Peach, Andrew
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Thank you Lindsay and Andrew for submitting your proposal. I am pleased to inform you that yours has been selected for our project. Please take a look at the attached professional service contract for the work, and let me know if you have any issues with signing it. I took the liberty of changing the dates in your original due to the delay in our review, and added a little slack for the summer vacation season.
As your PDF document was protected, I was unable to add it to this PDF as Appendix 1. I hope you can perform that task when you execute the contract so we both have a complete document.

If someone other than Andrew should sign at Golder, please let me know and I'll make that change to the contract form.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Allen, Lindsay  
Sent: Thursday, April 6, 2017 3:57 PM  
To: Winchester, Nancy <nancywinchester@rdc.org>  
Cc: Peach, Andrew  
Subject: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

Please find attached Golder’s detailed proposal and budget estimate for the potential Minerals Analysis Facility in Labrador. Please feel free to contact us should you have any questions.

Cheers,

Lindsay

Lindsay Allen | Junior Engineer | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1

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Marc,

I realize that you're on the road right now, but did you start any dialogue with Justice on the issue raised below from Golder regarding the Confidentiality agreement? I'm getting some pressure from the company to pay the invoice.

Shelly

Marc – can you answer the question below from Andrew for Golder & Associates? I've asked for the final report on the Metallurgy proposal for Labrador before we release his final payment.

Shelly

Hi Shelly,

Before I release the report, can you let me know if Innovate NL is covered under the existing confidentiality agreement that RDC signed, or do I need to get you to sign a new one?

 Cheers,

Andrew
From: Petten, Shelly [mailto:ShellyPetten@gov.nl.ca]
Sent: Friday, September 15, 2017 7:44 AM
To: Peach, Andrew
Cc: Boyer, Richardson
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Thanks so much. I am forwarding this to our interim Accounts team for payment.

Cheers
Shelly

From: Peach, Andrew [mailto:AndrewPeach@gov.nl.ca]
Sent: Thursday, September 14, 2017 2:10 PM
To: Petten, Shelly
Cc: Boyer, Richardson
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Hi Shelly,

No problem, please see the updated invoice.

Cheers,

Andrew
From: Petten, Shelly (mailto:ShellyPetten@gov.nl.ca)
Sent: Tuesday, September 12, 2017 2:28 PM
To: Peach, Andrew
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Andrew,

Could you send me an amended invoice for the remaining balance so that we could close out all remaining payments on this file?

Cheers
Shelly

From: Peach, Andrew
Sent: Thursday, September 07, 2017 3:14 PM
To: Petten, Shelly
Subject: Minerals Analysis Facility - Golder Associates Project Number 1775586

Hi Shelly,

The signed contract is attached as well as our most recent invoice. To date we have used up $8,409.00 (HST not included) of our approved budget. There is a confidentiality agreement in place with one of the suppliers, I have attached that agreement as well.

The draft report is almost ready and will be submitted early next week.

Let me know if you need anything else from me.

Cheers,
Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1
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Please consider the environment before printing this email.
Hi Nancy,

The signed contract is attached and I included the attachments. The date on our T&C’s referees to the proposal submission, so no change required there. Let me know if there is anything else.

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John’s, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2685 | F: +1 (709) 722 2681 | C: 

www.golder.com

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Please consider the environment before printing this email.

From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Friday, April 28, 2017 9:28 AM
To: Peach, Andrew
Cc: Cavers, William; Allen, Lindsay
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Andrew, good news! I got approval to accept your T&C document this morning. Can you please compile this new contract (with William as the signatory), the proposal as Appendix 1, and the T&C document as Appendix 2, and send me that final PDF packet with William’s signature?

Note that I also changed the effective date to today, so for consistency, you may wish to change the date on the T&C document to the same.

I will send the meeting invitation for May 8 to you and Lindsay shortly.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927
Hi Nancy,

Monday morning sounds good. Myself and Lindsay can come to your office if you like.

Cheers,

Andrew
Thanks Nancy,

Monday is fine. I think this is going to be an interesting project and we are excited as well. Any suggestions of when you would like to have a kickoff meeting?

Cheers,

Andrew

---

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---

From: Winchester, Nancy <nancywinchester@rdc.org>
Sent: Thursday, April 27, 2017 4:30 PM
To: Peach, Andrew
Cc: Cavers, William; Allen, Lindsay
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Thanks, Andrew. I’ve updated the contract document and I’m just waiting for our procurement director to return to the office to check the T&C document. I reviewed it personally and see no show stoppers. I’ll let you know as soon as I’ve got that approved and I will send the revised contract at that time. It may be Monday before I can get back to you. Feel free to let me know if you have any questions. We are very eager to work with you on this project!

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

---

From: Peach, Andrew
Sent: Thursday, April 27, 2017 1:43 PM
To: Winchester, Nancy <nancywinchester@rdc.org>
Cc: Cavers, William; Allen, Lindsay
Subject: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

That’s great news!! The contract will need to be signed by William Cavers CC’d, we have a Contracts Authorization Group (CAG) at Golder and I’m not a member, but Bill is. Can you please replace my name with his. Also, I have attached a copy
of Golder’s standard contract, is there a way to also include a reference to our Standard Terms and Conditions on your contract?

Cheers,

Andrew

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From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Thursday, April 27, 2017 11:33 AM
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Cc: Peach, Andrew <[redacted]>
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

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If someone other than Andrew should sign at Golder, please let me know and I’ll make that change to the contract form.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

---

From: Allen, Lindsay <[redacted]>
Sent: Thursday, April 6, 2017 3:57 PM
To: Winchester, Nancy <nancywinchester@rdc.org>
Cc: Peach, Andrew <[redacted]>
Subject: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

S.40 (1)
Please find attached Golder’s detailed proposal and budget estimate for the potential Minerals Analysis Facility in Labrador. Please feel free to contact us should you have any questions.

Cheers,

Lindsay

Lindsay Allen | Junior Engineer | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John’s, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | D: [redacted] | F: +1 (709) 722 2681 | C: [redacted]
E: [redacted]

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information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender.”
CONFIDENTIALITY AGREEMENT

Whereas Starkey & Associates Inc. (S&A) of Oakville, Ontario, Canada, wishes to discuss an Agreement with Research & Development Corporation of Newfoundland and Labrador (RDC), to supply a SAGDesign™ SAG mill, including a SAGDesign Technology Laboratory Operating License, detailed SAGDesign testing procedures, new technical developments, and to disclose certain business related information pertaining to the SAGDesign testing business to RDC, it is hereby agreed that the technical and business related information so disclosed by S&A to RDC and related in any way to SAGDesign testing will be considered confidential and will not be shared with any third parties without S&A's prior written consent.

Excluded from this agreement is any information that is in the public domain at the time of signing of this agreement or which becomes public through sources other than RDC thereafter.

This Confidentiality Agreement shall be in force for five years from the date of signing by S&A and RDC.

Signed:

For Starkey & Associates Inc.                              For Research & Development Corporation of Newfoundland and Labrador.

[Signature]

J. Starkey, P. Eng.                                      Mark Ploughman
President                                                  Acting CEO

Date June 30, 2017                                        Date 05 3 Jun 2017
Hi Taylor,

Attached is a copy of the confidentially agreement that Golder also has with Starkey and Associates, in order to release the draft report I will need confirmation by way of a formal letter indicating that the confidentially agreement that RDC has in place also applies to Innovate NL.

Also, I should point out that the contract that was signed with RDC indicates that Golder Associates Standard Terms and Conditions will apply to the Services offered through this contract agreement.

Clause 2 of our T&C's indicates that payment is due 30 days past the date of invoice, which Innovate NL requested on September 12, 2017. Our T&C's also state that the client agrees to pay a financing charge on past due accounts, and that full payment is due prior to delivery of Golder's final deliverable.

Please send along confirmation that the confidentially agreement is also in effect for Innovate NL and I'll send along the draft for review.

Best regards,

Andrew
Good Afternoon Andrew:

I left you a voice message yesterday regarding your professional services contract with the former RDC (now NL Innovation Council). I am following up on behalf of Shelly Petten as she is out of the office.

The consultant contract between Golder and RDC contains no confidentiality provisions, and the release of the final report is not conditional upon receipt of any kind of assurance from RDC, therefore you are currently in breach of contract by not providing the report. Golder is not a party to the Confidentiality Agreement between RDC and S&A, and therefore does not benefit from the terms of that agreement.

The NL Innovation Council is subject to ATIPPA and RDC Act. To the degree that NL Innovation Council is permitted or obligated to protect certain information from disclosure and to keep it confidential, it is intending to do so. However, if NL Innovation Council will be compelled to comply with law and disclose any information (or the report itself), it will have to comply.

If you would like to provide additional clarity as to why you are withholding the release of the final report we'd be happy to learn more. Once we receive the final report we are prepared to release final payment to Golder.

Please feel free to contact me at your convenience.

Regards,
Taylor

Taylor Parsons | Economic Development Officer
Major Investment Projects Unit, Business Analysis Division
Department of Tourism, Culture, Industry and Innovation
☎: 709-729-2685
✉: tparsons@gov.nl.ca

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Excluded from this agreement is any information that is in the public domain at the time of signing of this agreement or which becomes public through sources other than GA thereafter.

This Confidentiality Agreement shall be in force for five years from the date of signing by S&A and GA.

Signed:

For Starkey & Associates Inc. For Golder Associates Ltd.

J. Starkey, P. Eng. President

Date July 5, 2017

Date July 5, 2017
Brown, Heather

From: Parsons, Taylor
Sent: Wednesday, October 25, 2017 10:23 AM
To: Peach, Andrew
Cc: Kielley, Marc; Petten, Shelly; Cavers, William
Subject: RE: Minerals Analysis Facility Opportunity - Final Report

Good Morning Andrew,

Thank you for the additional confidentiality agreement between Golder and Starkey. I don’t believe a formal letter is necessary -here’s a few links to the Orders in Council that would be applicable, and should address your concerns:


Golder’s T&Cs indicate that payment will be made upon completion of the project. Completion is on receipt of the final report. Please forward final report as soon as possible and we will send your invoice for final payment.

Have a great day!
Taylor

From: Peach, Andrew
Sent: Tuesday, October 24, 2017 9:06 AM
To: Parsons, Taylor
Cc: Kielley, Marc; Petten, Shelly; Cavers, William
Subject: RE: Minerals Analysis Facility Opportunity - Final Report

Hi Taylor,

Attached is a copy of the confidentially agreement that Golder also has with Starkey and Associates, in order to release the draft report I will need confirmation by way of a formal letter indicating that the confidentially agreement that RDC has in place also applies to Innovate NL.

Also, I should point out that the contract that was signed with RDC indicates that Golder Associates Standard Terms and Conditions will apply to the Services offered through this contract agreement....

Clause 2 of our T&C’s indicates that payment is due 30 days past the date of invoice, which Innovate NL requested on September 12, 2017. Our T&C’s also state that the client agrees to pay a financing charge on past due accounts, and that full payment is due prior to delivery of Golder’s final deliverable.

Please send along confirmation that the confidentially agreement is also in effect for innovate NL and I’ll send along the draft for review.

Best regards,
Good Afternoon Andrew:

I left you a voice message yesterday regarding your professional services contract with the former RDC (now NL Innovation Council). I am following up on behalf of Shelly Petten as she is out of the office.

The consultant contract between Golder and RDC contains no confidentiality provisions, and the release of the final report is not conditional upon receipt of any kind of assurance from RDC, therefore you are currently in breach of contract by not providing the report. Golder is not a party to the Confidentiality Agreement between RDC and S&A, and therefore does not benefit from the terms of that agreement.

The NL Innovation Council is subject to ATIPPA and RDC Act. To the degree that NL Innovation Council is permitted or obligated to protect certain information from disclosure and to keep it confidential, it is intending to do so. However, if NL Innovation Council will be compelled to comply with law and disclose any information (or the report itself), it will have to comply.

If you would like to provide additional clarity as to why you are withholding the release of the final report we’d be happy to learn more. Once we receive the final report we are prepared to release final payment to Golder.

Please feel free to contact me at your convenience.

Regards,
Taylor

Taylor Parsons | Economic Development Officer
Major Investment Projects Unit, Business Analysis Division
Department of Tourism, Culture, Industry and Innovation
☎: 709-729-2685
✉: tparsons@gov.nl.ca
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Brown, Heather

From: Parsons, Taylor
Sent: Thursday, October 26, 2017 3:53 PM
To: Kielley, Marc
Subject: RE: Minerals Analysis Facility Opportunity - Draft Report

I'll have to catch up with you in the morning on it as I won't be around. Lynn has me booked in to speak with you for 30 minutes, so we can do it then. There's interesting background to this file I can share with you. But it looks like I've reach resolution that will work for us and the consultant.

Thanks,
Taylor

---

From: Kielley, Marc
Sent: Thursday, October 26, 2017 3:23 PM
To: Parsons, Taylor
Subject: Fw: Minerals Analysis Facility Opportunity - Draft Report

I would like to discuss to get an understanding of the background to the report and why the confidentiality concerns. Will drop by after 4 if you are around.

Sent from my BlackBerry 10 smartphone on the Bell network.

From: Peach, Andrew <spatialdata@geo.uottawa.ca>
Sent: Thursday, October 26, 2017 2:50 PM
To: Parsons, Taylor
Cc: Kielley, Marc; Petten, Shelly; Cavers, William
Subject: Minerals Analysis Facility Opportunity - Draft Report

Hi Taylor,

Attached is the draft report for review. The document is locked and has been provided so that you can review and provide comment and get the invoices processed. I have not included Starkey & Associates full proposal in Appendix E to protect certain confidential information. During one of our telephone conversations you mentioned that this report will probably never be used, now that RDC is no more. If this is true, then I would prefer to remove all information that we have presented related to Starkey & Associates.

I have already been approached by Glenn Janes, who is very interested in obtaining a copy of the report. If he is able to obtain a copy of the report through an access to information request then we can no longer guaranteed that the information provided by Starkey and Associates will remain confidential. It is my understanding that draft reports can be deleted from your system and therefore any final report that is released would not contain the details of Starkey & Associates processes if we remove that information for the final report.

It will take a bit of time to update the report to remove the additional information. Please let me know if you agree with the approach I'm suggesting and if you have any other additional comments on the report. Please confirm that the draft report is enough to get payment processed.

Cheers,

Andrew
Good Morning Andrew,

Thank you for the additional confidentiality agreement between Golder and Starkey. I don’t believe a formal letter is necessary - here’s a few links to the Orders in Council that would be applicable, and should address your concerns:


Golder’s T&Cs indicate that payment will be made upon completion of the project. Completion is on receipt of the final report. Please forward final report as soon as possible and we will send your invoice for final payment.

Have a great day!
Taylor

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Best regards,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.  
11 Austin Street - Suite 101, St. John’s, Newfoundland and Labrador, Canada A1B 4C1 
T: +1 (709) 722 2695 | D: +1 (709) 722 2681 | F: +1 (709) 722 2681 | C: [Redacted] | E: [Redacted] 
www.golder.com | S.40 (1) | S.40 (1) 

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Please consider the environment before printing this email.

From: Parsons, Taylor [mailto:tparsons@gov.nl.ca] 
Sent: Friday, October 20, 2017 1:26 PM 
To: Peach, Andrew [Redacted] 
Cc: Kielley, Marc <ShellyPetten@gov.nl.ca> 
Subject: Minerals Analysis Facility Opportunity - Final Report

Good Afternoon Andrew:

I left you a voice message yesterday regarding your professional services contract with the former RDC (now NL Innovation Council). I am following up on behalf of Shelly Petten as she is out of the office.

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Taylor

Taylor Parsons | Economic Development Officer
Major Investment Projects Unit, Business Analysis Division
Department of Tourism, Culture, Industry and Innovation
☎: 709-729-2685
✉️: tparsons@gov.nl.ca

Newfoundland
Labrador

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Brown, Heather

From: Kieley, Marc
Sent: Thursday, October 26, 2017 4:56 PM
To: Parsons, Taylor
Subject: RE: Minerals Analysis Facility Opportunity - Draft Report

OK. See you then.

Marc Kieley
Assistant Deputy Minister, Regional Development & Diversification
Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador

I (709) 729-5161
e MarcKieley@gov.nl.ca

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Sent from my BlackBerry 10 smartphone on the Bell network.

From: Peach, Andrew
Sent: Thursday, October 26, 2017 2:50 PM
To: Parsons, Taylor
Cc: Kieley, Marc; Petten, Shelly; Cavers, William
Subject: Minerals Analysis Facility Opportunity - Draft Report

Hi Taylor,

Attached is the draft report for review. The document is locked and has been provided so that you can review and provide comment and get the invoices processed. I have not included Starkey & Associates full proposal in Appendix E to
protect certain confidential information. During one of our telephone conversations you mentioned that this report will probably never be used, now that RDC is no more. If this is true, then I would prefer to remove all information that we have presented related to Starkey & Associates.

I have already been approached by Glenn Janes, who is very interested in obtaining a copy of the report. If he is able to obtain a copy of the report through an access to information request then we can no longer guarantee that the information provided by Starkey and Associates will remain confidential. It is my understanding that draft reports can be deleted from your system and therefore any final report that is released would not contain the details of Starkey & Associates processes if we remove that information for the final report.

It will take a bit of time to update the report to remove the additional information. Please let me know if you agree with the approach I’m suggesting and if you have any other additional comments on the report. Please confirm that the draft report is enough to get payment processed.

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | F: +1 (709) 722 2681 | E: www.golder.com
S.40 (1) S.40 (1) S.40 (1)

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Please consider the environment before printing this email.

From: Parsons, Taylor [mailto:tparsons@gov.nl.ca]
Sent: Wednesday, October 25, 2017 10:23 AM
To: Peach, Andrew <[redacted]>
Cc: Kielley, Marc <MarcKielley@gov.nl.ca>; Petten, Shelly <ShellyPetten@gov.nl.ca>; Cavers, William
Subject: RE: Minerals Analysis Facility Opportunity - Final Report

Good Morning Andrew,

Thank you for the additional confidentiality agreement between Golder and Starkey. I don’t believe a formal letter is necessary - here’s a few links to the Orders in Council that would be applicable, and should address your concerns:


Golder's T&Cs indicate that payment will be made upon completion of the project. Completion is on receipt of the final report. Please forward final report as soon as possible and we will send your invoice for final payment.

Have a great day!
Taylor

From: Peach, Andrew
Sent: Tuesday, October 24, 2017 9:06 AM
To: Parsons, Taylor
Cc: Kelley, Marc; Petten, Shelly; Cavers, William
Subject: RE: Minerals Analysis Facility Opportunity - Final Report

Hi Taylor,

Attached is a copy of the confidentially agreement that Golder also has with Starkey and Associates, in order to release the draft report I will need confirmation by way of a formal letter indicating that the confidentially agreement that RDC has in place also applies to Innovate NL.

Also, I should point out that the contract that was signed with RDC indicates that Golder Associates Standard Terms and Conditions will apply to the Services offered through this contract agreement.....

Clause 2 of our T&C’s indicates that payment is due 30 days past the date of invoice, which Innovate NL requested on September 12, 2017. Our T&C’s also state that the client agrees to pay a financing charge on past due accounts, and that full payment is due prior to delivery of Golder’s final deliverable.

Please send along confirmation that the confidentially agreement is also in effect for Innovate NL and I’ll send along the draft for review.

Best regards,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1 | T: +1 (709) 722 2695 | D: | F: +1 (709) 722 2681 | C: | E: www.golder.com

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Please consider the environment before printing this email.

From: Parsons, Taylor [mailto:tparsons@gov.nl.ca]
Sent: Friday, October 20, 2017 1:26 PM
To: Peach, Andrew

3
Cc: Kielley, Marc <shellypetten@gov.nl.ca>
Subject: Minerals Analysis Facility Opportunity - Final Report

Good Afternoon Andrew:

I left you a voice message yesterday regarding your professional services contract with the former RDC (now NL Innovation Council). I am following up on behalf of Shelly Petten as she is out of the office.

The consultant contract between Golder and RDC contains no confidentiality provisions, and the release of the final report is not conditional upon receipt of any kind of assurance from RDC, therefore you are currently in breach of contract by not providing the report. Golder is not a party to the Confidentiality Agreement between RDC and S&A, and therefore does not benefit from the terms of that agreement.

The NL Innovation Council is subject to ATIPPA and RDC Act. To the degree that NL Innovation Council is permitted or obligated to protect certain information from disclosure and to keep it confidential, it is intending to do so. However, if NL Innovation Council will be compelled to comply with law and disclose any information (or the report itself), it will have to comply.

If you would like to provide additional clarity as to why you are withholding the release of the final report we'd be happy to learn more. Once we receive the final report we are prepared to release final payment to Golder.

Please feel free to contact me at your convenience.

Regards,
Taylor

Taylor Parsons | Economic Development Officer
Major Investment Projects Unit, Business Analysis Division
Department of Tourism, Culture, Industry and Innovation
☎: 709-729-2685
📧 tparsons@gov.nl.ca

Newfoundland Labrador

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I believe we did but Shelly can confirm

Marc Kielley
Assistant Deputy Minister, Regional Development & Diversification
Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador

I (709) 729-5161
e MarcKielley@gov.nl.ca

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Shelly,
Did we ever get a final copy of the report mentioned below. We haven’t released any payment to them yet. I’m still holding it.

Let me know.

Thanks
Bonnie

Bonnie Steele, CPA CMA
Manager of Finance, Budgeting & General Operations – TCII
Strategic Financial Management Division
Dept. of Municipal Affairs
4th Floor, West Block
Telephone: 709.729.5272
Fax: 709.729.5535

Will do – thanks Marc.
Shelly

From: Kielley, Marc  
Sent: Friday, September 15, 2017 3:44 PM  
To: Petten, Shelly; Steele, Bonnie  
Cc: Hayes, Robyn  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

If that's the case you should indicate to Golder that the report meets with the contract requirements and ask that a final version be submitted to release payment.

Marc Kielley  
Assistant Deputy Minister, Regional Development & Diversification  
Tourism, Culture, Industry and Innovation  
Government of Newfoundland and Labrador

t (709) 729-5161  
e MarcKielley@gov.nl.ca

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From: Petten, Shelly  
Sent: Friday, September 15, 2017 3:42 PM  
To: Kielley, Marc; Steele, Bonnie  
Cc: Hayes, Robyn  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Marc – I have the draft report. As far as I am concerned, it’s complete. I’m not in a position to suggest changes as the consultant requested prior to release of the final $800 as part of the terms of the contract.

Shelly

Shelly Petten  
Development Officer  
Tourism, Culture Industry and Innovation  
t 709-729-4208  
e shellyphetten@gov.nl.ca

From: Kielley, Marc  
Sent: Friday, September 15, 2017 3:38 PM  
To: Petten, Shelly; Steele, Bonnie  
Cc: Hayes, Robyn  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

I approve of the payment. My only question is should we release payment before receiving the final report? What is our policy on this?

Marc Kielley
From: Petten, Shelly
Sent: Friday, September 15, 2017 12:55 PM
To: Steele, Bonnie
Cc: Hayes, Robyn; Kielley, Marc
Subject: FW: Minerals Analysis Facility - Golder Associates Project Number 1775586

Good afternoon Bonnie,

I’m not sure what the agreed upon method of handling payments for RDC contracts,, but this invoice needs to be paid. The contract will be finished with this payment and I have a draft copy of the report with the final expected in a few weeks.

I’ve copied Marc so that he can indicate his approval too. If I’ve made assumptions about you folks being responsible for the payment, I apologize. Just let me know who to send it to and I’ll make sure it gets to the appropriate person.

Cheers

Shelly

From: Peach, Andrew
Sent: Thursday, September 14, 2017 2:10 PM
To: Petten, Shelly
Cc: Boyer, Richardson
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Hi Shelly,

No problem, please see the updated invoice.

Cheers,

Andrew
From: Petten, Shelly (mailto:ShellyPetten@gov.nl.ca)
Sent: Tuesday, September 12, 2017 2:28 PM
To: Peach, Andrew
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Andrew,

Could you send me an amended invoice for the remaining balance so that we could close out all remaining payments on this file?

Cheers
Shelly

From: Peach, Andrew
Sent: Thursday, September 07, 2017 3:14 PM
To: Petten, Shelly
Subject: Minerals Analysis Facility - Golder Associates Project Number 1775586

Hi Shelly,

The signed contract is attached as well as our most recent invoice. To date we have used up $8,409.00 (HST not included) of our approved budget. There is a confidentiality agreement in place with one of the suppliers, I have attached that agreement as well.

The draft report is almost ready and will be submitted early next week.

Let me know if you need anything else from me.

Cheers,
Andrew
Hi Nancy,

The signed contract is attached and I included the attachments. The date on our T&C’s referees to the proposal submission, so no change required there. Let me know if there is anything else.

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John’s, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | D:  | F: +1 (709) 722 2681 | C:  | E:  
www.golder.com

Work Safe, Home Safe

Andrew, good news! I got approval to accept your T&C document this morning. Can you please compile this new contract (with William as the signatory), the proposal as Appendix 1, and the T&C document as Appendix 2, and send me that final PDF packet with William’s signature?

Note that I also changed the effective date to today, so for consistency, you may wish to change the date on the T&C document to the same.

I will send the meeting invitation for May 8 to you and Lindsay shortly.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions
Hi Nancy,

Monday morning sounds good. Myself and Lindsay can come to your office if you like.

Cheers,

Andrew

---

I am thinking the week of May 8 should be enough time to have everything in place. If you can let me know your availability for that Monday (May 8), I will send an Outlook meeting invitation to your team. Simply let me know who to invite.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Peach, Andrew 
Sent: Thursday, April 27, 2017 4:36 PM
To: Winchester, Nancy <nancywinchester@rdc.org>
Cc: Cavers, William <William.Cavers@epg.com>; Allen, Lindsay
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Thursday, April 27, 2017 4:38 PM
To: Peach, Andrew <Andrew.Peach@gmail.com>
Cc: Cavers, William <William.Cavers@epg.com>; Allen, Lindsay
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates
Thanks Nancy,

Monday is fine. I think this is going to be an interesting project and we are excited as well. Any suggestions of when you would like to have a kickoff meeting?

Cheers,

Andrew

---

From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Thursday, April 27, 2017 4:30 PM
To: Peach, Andrew [mailto:ap@ap.com]
Cc: Cavers, William [mailto:wc@wc.com]; Allen, Lindsay [mailto:la@la.com]
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Thanks, Andrew. I’ve updated the contract document and I’m just waiting for our procurement director to return to the office to check the T&C document. I reviewed it personally and see no show stoppers. I’ll let you know as soon as I’ve got that approved and I will send the revised contract at that time. It may be Monday before I can get back to you. Feel free to let me know if you have any questions. We are very eager to work with you on this project!

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

---

From: Peach, Andrew [mailto:ap@ap.com]
Sent: Thursday, April 27, 2017 1:43 PM
To: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Cc: Cavers, William [mailto:wc@wc.com]; Allen, Lindsay [mailto:la@la.com]
Subject: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,
That's great news!! The contract will need to be signed by William Cavers CC'd, we have a Contracts Authorization Group (CAG) at Golder and I'm not a member, but Bill is. Can you please replace my name with his. Also, I have attached a copy of Golder's standard contract, is there a way to also include a reference to our Standard Terms and Conditions on your contract?

Cheers,

Andrew

---

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | F: +1 (709) 722 2681 | E: www.golder.com

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From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Thursday, April 27, 2017 11:33 AM
To: Allen, Lindsay <lindsayallen@rdc.org>
Cc: Peach, Andrew <andrewpeach@rdc.org>
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Thank you Lindsay and Andrew for submitting your proposal. I am pleased to inform you that yours has been selected for our project. Please take a look at the attached professional service contract for the work, and let me know if you have any issues with signing it. I took the liberty of changing the dates in your original due to the delay in our review, and added a little slack for the summer vacation season.

As your PDF document was protected, I was unable to add it to this PDF as Appendix 1. I hope you can perform that task when you execute the contract so we both have a complete document.

If someone other than Andrew should sign at Golder, please let me know and I'll make that change to the contract form.

---

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

---

From: Allen, Lindsay <lindsayallen@rdc.org>
Sent: Thursday, April 6, 2017 3:57 PM
To: Winchester, Nancy <nancywinchester@rdc.org>
Hi Nancy,

Please find attached Golder's detailed proposal and budget estimate for the potential Minerals Analysis Facility in Labrador. Please feel free to contact us should you have any questions.

Cheers,

Lindsay

Lindsay Allen | Junior Engineer | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722-2696 | F: +1 (709) 722-2681 | C:
E: www.golder.com

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Brown, Heather

From: Parsons, Taylor  
Sent: Thursday, November 23, 2017 8:21 AM  
To: Petten, Shelly; Kielley, Marc; Steele, Bonnie  
Cc: Hayes, Robyn  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Good Morning,

The terms and conditions of funding states that final payment will be made ‘prior to’ final report being received (first I’ve ever seen it in ts&cs, but that’s what RDC agreed to). We have the draft final copy of the report, and are working with the firm to make sure report will be finalized. I suggest we make final payment, as the terms also stated it would be paid within 30 days of invoice (and we asked them for the invoice).

Taylor

From: Petten, Shelly  
Sent: Thursday, November 23, 2017 7:47 AM  
To: Kielley, Marc; Steele, Bonnie; Parsons, Taylor  
Cc: Hayes, Robyn  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Taylor can give you a better update on that one – what we have received is in compliance with their contract.

Shelly

From: Kielley, Marc  
Sent: Wednesday, November 22, 2017 5:32 PM  
To: Steele, Bonnie; Petten, Shelly  
Cc: Hayes, Robyn  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

I believe we did do but Shelly can confirm.

Marc Kielley  
Assistant Deputy Minister, Regional Development & Diversification  
Tourism, Culture, Industry and Innovation  
Government of Newfoundland and Labrador

t (709) 729-5161  
e MarcKielley@gov.nl.ca

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From: Steele, Bonnie  
Sent: Wednesday, November 22, 2017 5:24 PM  
To: Petten, Shelly; Kielley, Marc
Shelly,

Did we ever get a final copy of the report mentioned below. We haven’t released any payment to them yet. I’m still holding it.

Let me know.

Thanks

Bonnie

Bonnie Steele, CPA CMA
Manager of Finance, Budgeting & General Operations – TCII
Strategic Financial Management Division
Dept. of Municipal Affairs
4th Floor, West Block
Telephone: 709.729.5272
Fax: 709.729.5535

From: Petten, Shelly
Sent: Friday, September 15, 2017 3:45 PM
To: Kielley, Marc; Steele, Bonnie
Cc: Hayes, Robyn
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Will do – thanks Marc.

Shelly

From: Kielley, Marc
Sent: Friday, September 15, 2017 3:44 PM
To: Petten, Shelly; Steele, Bonnie
Cc: Hayes, Robyn
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

If that’s the case you should indicate to Golder that the report meets with the contract requirements and ask that a final version be submitted to release payment.

Marc Kielley
Assistant Deputy Minister, Regional Development & Diversification
Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador

I (709) 729-5161
e MarcKielley@gov.nl.ca

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From: Petten, Shelly
Sent: Friday, September 15, 2017 3:42 PM
To: Kielley, Marc; Steele, Bonnie  
Cc: Hayes, Robyn  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Marc – I have the draft report. As far as I am concerned, it’s complete. I’m not in a position to suggest changes as the consultant requested prior to release of the final $800 as part of the terms of the contract.

Shelly
Shelly Petten  
Development Officer  
Tourism, Culture Industry and Innovation  
t 709-729-4208  
e shellypetten@gov.nl.ca

From: Kielley, Marc  
Sent: Friday, September 15, 2017 3:38 PM  
To: Petten, Shelly; Steele, Bonnie  
Cc: Hayes, Robyn  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

I approve of the payment. My only question is should we release payment before receiving the final report? What is our policy on this?

Marc Kielley  
Assistant Deputy Minister, Regional Development & Diversification  
Tourism, Culture, Industry and Innovation  
Government of Newfoundland and Labrador  
t (709) 729-5161  
e MarcKielley@gov.nl.ca

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From: Petten, Shelly  
Sent: Friday, September 15, 2017 12:55 PM  
To: Steele, Bonnie  
Cc: Hayes, Robyn; Kielley, Marc  
Subject: FW: Minerals Analysis Facility - Golder Associates Project Number 1775586

Good afternoon Bonnie,

I’m not sure what the agreed upon method of handling payments for RDC contracts,, but this invoice needs to be paid. The contract will be finished with this payment and I have a draft copy of the report with the final expected in a few weeks.

I’ve copied Marc so that he can indicate his approval too. If I’ve made assumptions about you folks being responsible for the payment, I apologize. Just let me know who to send it to and I’ll make sure it gets to the appropriate person.

Cheers  
Shelly
From: Peach, Andrew  
Sent: Thursday, September 14, 2017 2:10 PM  
To: Petten, Shelly  
Cc: Boyer, Richardson  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Hi Shelly,

No problem, please see the updated invoice.

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.  
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1  
T: +1 (709) 722 2695 | F: +1 (709) 722 2681 | C: +1 709 682-9870 | E:  
www.golder.com  

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Please consider the environment before printing this email.

From: Petten, Shelly [mailto:ShellyPetten@gov.nl.ca]  
Sent: Tuesday, September 12, 2017 2:28 PM  
To: Peach, Andrew  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Andrew,

Could you send me an amended invoice for the remaining balance so that we could close out all remaining payments on this file?

Cheers

Shelly

From: Peach, Andrew  
Sent: Thursday, September 07, 2017 3:14 PM  
To: Petten, Shelly  
Subject: Minerals Analysis Facility - Golder Associates Project Number 1775586
Hi Shelly,

The signed contract is attached as well as our most recent invoice. To date we have used up $8,409.00 (HST not included) of our approved budget. There is a confidentiality agreement in place with one of the suppliers, I have attached that agreement as well.

The draft report is almost ready and will be submitted early next week.

Let me know if you need anything else from me.

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Andrew
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Note that I also changed the effective date to today, so for consistency, you may wish to change the date on the T&C document to the same.

I will send the meeting invitation for May 8 to you and Lindsay shortly.

Nancy Winchester, Ph.D, MSETM  
VP, R&D Solutions  
Research & Development Corporation  
Tel 1.709.697.4847 Fax 1.709.758.0927

Hi Nancy,

Monday morning sounds good. Myself and Lindsay can come to your office if you like.

Cheers,

Andrew
Please consider the environment before printing this email.

From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Thursday, April 27, 2017 4:38 PM
To: Peach, Andrew <[removed]>
Cc: Cavers, William <[removed]>; Allen, Lindsay <[removed]>
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

I am thinking the week of May 8 should be enough time to have everything in place. If you can let me know your availability for that Monday (May 8), I will send an Outlook meeting invitation to your team. Simply let me know who to invite.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Peach, Andrew <[removed]>
Sent: Thursday, April 27, 2017 4:36 PM
To: Winchester, Nancy <nancywinchester@rdc.org>
Cc: Cavers, William <[removed]>; Allen, Lindsay <[removed]>
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Thanks Nancy,

Monday is fine. I think this is going to be an interesting project and we are excited as well. Any suggestions of when you would like to have a kickoff meeting?

Cheers,

Andrew
Thanks, Andrew. I’ve updated the contract document and I’m just waiting for our procurement director to return to the office to check the T&C document. I reviewed it personally and see no show stoppers. I’ll let you know as soon as I’ve got that approved and I will send the revised contract at that time. It may be Monday before I can get back to you. Feel free to let me know if you have any questions. We are very eager to work with you on this project!

Nancy Winchester, Ph.D, MSEMT
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

Hi Nancy,

That’s great news!! The contract will need to be signed by William Cavers CC’d, we have a Contracts Authorization Group (CAG) at Golder and I’m not a member, but Bill is. Can you please replace my name with his. Also, I have attached a copy of Golder’s standard contract, is there a way to also include a reference to our Standard Terms and Conditions on your contract?

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | D: www.golder.com | F: +1 (709) 722 2681 | C: E:

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Please consider the environment before printing this email.
From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Thursday, April 27, 2017 11:33 AM
To: Allen, Lindsay <s.40 (1)>
Cc: Peach, Andrew <s.40 (1)>
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Thank you Lindsay and Andrew for submitting your proposal. I am pleased to inform you that yours has been selected for our project. Please take a look at the attached professional service contract for the work, and let me know if you have any issues with signing it. I took the liberty of changing the dates in your original due to the delay in our review, and added a little slack for the summer vacation season.

As your PDF document was protected, I was unable to add it to this PDF as Appendix 1. I hope you can perform that task when you execute the contract so we both have a complete document.

If someone other than Andrew should sign at Golder, please let me know and I’ll make that change to the contract form.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Allen, Lindsay <s.40 (1)>
Sent: Thursday, April 6, 2017 3:57 PM
To: Winchester, Nancy <nancywinchester@rdc.org>
Cc: Peach, Andrew <s.40 (1)>
Subject: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

Please find attached Golder’s detailed proposal and budget estimate for the potential Minerals Analysis Facility in Labrador. Please feel free to contact us should you have any questions.

Cheers,

Lindsay

Lindsay Allen | Junior Engineer | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John’s, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | D: +1 (709) 722 2681 | F: +1 (709) 722 2681 | C: +1 (709) 722 2681
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Thanks for confirming status. I agree with what is proposed re payment.

Marc Kielley
Assistant Deputy Minister, Regional Development & Diversification
Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador

t (709) 729-5161
e MarcKielley@gov.nl.ca

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Good Morning,

The terms and conditions of funding states that final payment will be made ‘prior to’ final report being received (first I’ve ever seen it in ts&cs, but that’s what RDC agreed to). We have the draft final copy of the report, and are working with the firm to make sure report will be finalized. I suggest we make final payment, as the terms also stated it would be paid within 30 days of invoice (and we asked them for the invoice).

Taylor

Taylor can give you a better update on that one – what we have received is in compliance with their contract.

Shelly
Cc: Hayes, Robyn
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

I believe we did but Shelly can confirm

Marc Kielley
Assistant Deputy Minister, Regional Development & Diversification
Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador

t (709) 729-5161
e MarcKielley@gov.nl.ca

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From: Steele, Bonnie
Sent: Wednesday, November 22, 2017 5:24 PM
To: Petten, Shelly; Kielley, Marc
Cc: Hayes, Robyn
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Shelly,
Did we ever get a final copy of the report mentioned below. We haven’t released any payment to them yet. I’m still holding it.

Let me know.

Thanks
Bonnie

Bonnie Steele, CPA CMA
Manager of Finance, Budgeting & General Operations – TCII
Strategic Financial Management Division
Dept. of Municipal Affairs
4th Floor, West Block
Telephone: 709.729.5272
Fax: 709.729.5535

From: Petten, Shelly
Sent: Friday, September 15, 2017 3:45 PM
To: Kielley, Marc; Steele, Bonnie
Cc: Hayes, Robyn
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Will do – thanks Marc.

Shelly

From: Kielley, Marc
Sent: Friday, September 15, 2017 3:44 PM
To: Petten, Shelly; Steele, Bonnie
Cc: Hayes, Robyn
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

If that’s the case you should indicate to Golder that the report meets with the contract requirements and ask that a final version be submitted to release payment.

Marc Kielley  
Assistant Deputy Minister, Regional Development & Diversification  
Tourism, Culture, Industry and Innovation  
Government of Newfoundland and Labrador  

(709) 729-5161  
MarcKielley@gov.nl.ca

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From: Petten, Shelly  
Sent: Friday, September 15, 2017 3:42 PM  
To: Kielley, Marc; Steele, Bonnie  
Cc: Hayes, Robyn  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Marc – I have the draft report. As far as I am concerned, it’s complete. I’m not in a position to suggest changes as the consultant requested prior to release of the final $800 as part of the terms of the contract.

Shelly  
Shelly Petten  
Development Officer  
Tourism, Culture Industry and Innovation  
(709) 729-4208  
sheltypetten@gov.nl.ca

---

From: Kielley, Marc  
Sent: Friday, September 15, 2017 3:38 PM  
To: Petten, Shelly; Steele, Bonnie  
Cc: Hayes, Robyn  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

I approve of the payment. My only question is should we release payment before receiving the final report? What is our policy on this?

Marc Kielley  
Assistant Deputy Minister, Regional Development & Diversification  
Tourism, Culture, Industry and Innovation  
Government of Newfoundland and Labrador  
(709) 729-5161  
MarcKielley@gov.nl.ca
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From: Petten, Shelly  
Sent: Friday, September 15, 2017 12:55 PM  
To: Steele, Bonnie  
Cc: Hayes, Robyn; Kiely, Marc  
Subject: FW: Minerals Analysis Facility - Golder Associates Project Number 1775586

Good afternoon Bonnie,

I’m not sure what the agreed upon method of handling payments for RDC contracts, but this invoice needs to be paid. The contract will be finished with this payment and I have a draft copy of the report with the final expected in a few weeks.

I’ve copied Marc so that he can indicate his approval too. If I’ve made assumptions about you folks being responsible for the payment, I apologize. Just let me know who to send it to and I’ll make sure it gets to the appropriate person.

Cheers  
Shelly

From: Peach, Andrew  
Sent: Thursday, September 14, 2017 2:10 PM  
To: Petten, Shelly  
Cc: Boyer, Richardson  
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Hi Shelly,

No problem, please see the updated invoice.

Cheers,  
Andrew

Work Safe, Home Safe
From: Petten, Shelly [mailto:ShellyPetten@gov.nl.ca]
Sent: Tuesday, September 12, 2017 2:28 PM
To: Peach, Andrew
Subject: RE: Minerals Analysis Facility - Golder Associates Project Number 1775586

Andrew,

Could you send me an amended invoice for the remaining balance so that we could close out all remaining payments on this file?

Cheers
Shelly

From: Peach, Andrew
Sent: Thursday, September 07, 2017 3:14 PM
To: Petten, Shelly
Subject: Minerals Analysis Facility - Golder Associates Project Number 1775586

Hi Shelly,

The signed contract is attached as well as our most recent invoice. To date we have used up $8,409.00 (HST not included) of our approved budget. There is a confidentiality agreement in place with one of the suppliers, I have attached that agreement as well.

The draft report is almost ready and will be submitted early next week.

Let me know if you need anything else from me.

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1 | F: +1 (709) 722 2681 | C: [Contact Info Hiding]
E: [Contact Info Hiding]

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From: Peach, Andrew
Sent: Friday, April 28, 2017 10:27 AM
Hi Nancy,

The signed contract is attached and I included the attachments. The date on our T&C’s referees to the proposal submission, so no change required there. Let me know if there is anything else.

Cheers,

Andrew

Andrew Peach (P. Geo., EP) | Geotechnical Services Leader / Location Manager | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John’s, Newfoundland and Labrador, Canada A1B 4C1  We Have Moved!
T: +1 (709) 722 2655 | F: +1 (709) 722 2681 | E: www.golder.com

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Please consider the environment before printing this email.

From: Winchester, Nancy [mailto:nancywinchester@rdc.org]
Sent: Friday, April 28, 2017 9:28 AM
To: Peach, Andrew ; Cavers, William ; Allen, Lindsay
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Andrew, good news! I got approval to accept your T&C document this morning. Can you please compile this new contract (with William as the signatory), the proposal as Appendix 1, and the T&C document as Appendix 2, and send me that final PDF packet with William’s signature?

Note that I also changed the effective date to today, so for consistency, you may wish to change the date on the T&C document to the same.

I will send the meeting invitation for May 8 to you and Lindsay shortly.

Nancy Winchester, Ph.D, MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927
Hi Nancy,

Monday morning sounds good. Myself and Lindsay can come to your office if you like.

Cheers,

Andrew
Monday is fine. I think this is going to be an interesting project and we are excited as well. Any suggestions of when you would like to have a kickoff meeting?

Cheers,

Andrew

From: Winchester, Nancy [mailto:nancywinchester@rdc.org]  
Sent: Thursday, April 27, 2017 4:30 PM  
To: Peach, Andrew  
Cc: Cavers, William; Allen, Lindsay  
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Thanks, Andrew. I’ve updated the contract document and I’m just waiting for our procurement director to return to the office to check the T&C document. I reviewed it personally and see no show stoppers. I’ll let you know as soon as I’ve got that approved and I will send the revised contract at that time. It may be Monday before I can get back to you. Feel free to let me know if you have any questions. We are very eager to work with you on this project!

Nancy Winchester, Ph.D, MSETM  
VP, R&D Solutions

Research & Development Corporation  
Tel 1.709.697.4847 Fax 1.709.758.0927

From: Peach, Andrew  
Sent: Thursday, April 27, 2017 1:43 PM  
To: Winchester, Nancy <nancywinchester@rdc.org>  
Cc: Cavers, William; Allen, Lindsay  
Subject: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

That’s great news!! The contract will need to be signed by William Cavers CC’d, we have a Contracts Authorization Group (CAG) at Golder and I’m not a member, but Bill is. Can you please replace my name with his. Also, I have attached a copy of Golder’s standard contract, is there a way to also include a reference to our Standard Terms and Conditions on your contract?
Cheers,

Andrew

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From: Winchester, Nancy (mailto:nancywinchester@rdc.org)
Sent: Thursday, April 27, 2017 11:33 AM
To: Allen, Lindsay
Cc: Peach, Andrew
Subject: RE: Minerals Analysis Facility Proposal - Golder Associates

Thank you Lindsay and Andrew for submitting your proposal. I am pleased to inform you that yours has been selected for our project. Please take a look at the attached professional service contract for the work, and let me know if you have any issues with signing it. I took the liberty of changing the dates in your original due to the delay in our review, and added a little slack for the summer vacation season.

As your PDF document was protected, I was unable to add it to this PDF as Appendix 1. I hope you can perform that task when you execute the contract so we both have a complete document.

If someone other than Andrew should sign at Golder, please let me know and I’ll make that change to the contract form.

Nancy Winchester, Ph.D., MSETM
VP, R&D Solutions

Research & Development Corporation
Tel 1.709.697.4847 Fax 1.709.758.0927

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From: Allen, Lindsay
Sent: Thursday, April 6, 2017 3:57 PM
To: Winchester, Nancy (mailto:nancywinchester@rdc.org)
Cc: Peach, Andrew
Subject: Minerals Analysis Facility Proposal - Golder Associates

Hi Nancy,

Please find attached Golder’s detailed proposal and budget estimate for the potential Minerals Analysis Facility in Labrador. Please feel free to contact us should you have any questions.
Cheers,

Lindsay

Lindsay Allen | Junior Engineer | Golder Associates Ltd.
11 Austin Street - Suite 101, St. John's, Newfoundland and Labrador, Canada A1B 4C1
T: +1 (709) 722 2695 | D: [Redacted] | F: +1 (709) 722 2681 | C: [Redacted] | E: [Redacted]

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S.40 (1)  S.40 (1)  S.40 (1)

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Contract for Professional Services

Contract for Short Term Consulting Services

This agreement made on the 28th day of April, 2017

BETWEEN

Golder Associates (the "Consultant")

AND

Research & Development Corporation ("RDC")

sets out the terms under which the "Consultant" will provide the services defined below to RDC.

1. The "Consultant" shall provide the services during a term to commence on May 8, 2017 and ending August 1, 2017.

2. The "Consultant" is responsible for remitting any taxes payable on this contract.

3. The "Consultant" is expected to attend a kickoff meeting with the RDC's Solutions Team in St. John's, NL before the project commences.

4. The "Consultant" is responsible to;
   Complete all work outlined in the attached proposal (Appendix 1) with dates changed from this appendix to those listed in this contract.

5. The "Consultant's" expected deliverables are as follows;
   i. Draft report to be delivered no later than July 15, 2017
   ii. Final report incorporating RDC comments no later than August 1, 2017

6. The anticipated cost for the "Consultant's" work is outlined in Appendix A of the attached proposal (Appendix 1).

7. The maximum amount allocated for the "Consultant's" work shall not exceed a monetary value of $9,250 (plus HST) (nine thousand two hundred and fifty dollars).
8. RDC shall not be responsible for any expenses incurred by the consultant in addition to the above totals without prior written approval from RDC.

9. Payment for professional services will be made within 30 calendar days of receipt by RDC of a properly documented invoice satisfactory to RDC. Invoice shall include breakdown of hours charged and must include receipts for all expenses (if any) to be reimbursed.

10. Golder Associates' Standard Terms and Conditions (Appendix 2) will apply to the Services offered through this contract arrangement, with RDC represented as Client and Golder Associates as Golder in this appendix.

11. The “Consultant” shall remit invoices to

Research & Development Corporation
68 Portugal Cove Road
St. John’s, NL A1B 2L9

Or by email to: RDCAccounting@rdc.org

William Cavers
Golder Associates

Nancy Winchester
Vice President
Research & Development Corporation
APPENDIX 1
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