

[REDACTED]
April 15, 2019

Dear [REDACTED]:

Re: Your request for access to information under Part II of the *Access to Information and Protection of Privacy Act*, our file # TCII.32.2019

On March 19, 2019 the Department of Tourism, Culture, Industry and Innovation received your request for access to the following records:

"ACF documentation provided to proponents of the EOI process."

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 the requested information.

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 questions, please feel free to contact me phone at (709) 729-7084 or by e-mail at blairmatthews@gov.nl.ca

Sincerely,

A handwritten signature in cursive script that reads "Blair C. Matthews".

Blair Matthews
ATIPP Coordinator

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).



Tourism, Culture, Industry and Innovation

**Request for Expressions of Interest in the Government of Newfoundland & Labrador Atlantic Cable
Facility**

Issued by:

Department of Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador
St. John's, Newfoundland and Labrador

Issue Date: October 3, 2018
Closing Date: October 19, 2018

1.0 Introduction

The Department of Tourism, Culture, Industry and Innovation ("Department") is seeking expressions of interest from telecommunications carriers or network operators for the potential use of the Government of Newfoundland and Labrador's ("GNL") interests in the Atlantic Cable Facility ("ACF").

The Department is looking for parties who are interested in utilizing the GNL ACF assets to operate a communications network in Newfoundland and Labrador and Nova Scotia, and to which to assign the GNL assets and obligations under the agreement for the remainder of the initial term and subsequent future terms.

GNL is looking to divest the asset at this time based upon the determination of potential future use and overall value from a fiscal and economic development perspective.

This Request for Expressions of Interest is part of a multi-stage process that will be followed by a Request for Proposals based upon the responses received under the RFEI. Submissions under this RFEI will result in a list of qualified respondents to whom the subsequent RFP will be issued for those applicants to further detail and define their proposals.

The Department is seeking a response to this Request for Expressions of Interest (RFEI) by October 19, 2018.

2.0 Background

Persona Communications constructed the ACF in 2007 in partnership with Rogers Communications, MTS Allstream and GNL. The \$52M project constructed fibre facilities between St. John's, Newfoundland and Halifax, Nova Scotia in a ring configuration involving both terrestrial and submarine routes. The routing is represented in Schedule 1 of this RFEI. GNL's contribution to the ACF construction was \$15M. The primary purpose of the project was to provide additional redundancy in communication facilities to the island and to foster increased competition in the communications sector for the province of Newfoundland and Labrador.

The Northern Terrestrial Route follows the Trans Canada Highway between St. John's and Channel Port aux Basques and then across the Gulf of St Lawrence to Cape Breton Island. It then follows the highway into Halifax. The Southern Coastal Route runs from St. John's to Bay Bulls to Argentia, across Placentia Bay and the Burin Peninsula, then underwater to Harbour Breton, underwater along the south coast to Rose Blanche, across the Gulf of St Lawrence to Cape Breton Island and then terrestrial again into Halifax through secondary roads. The landing points for the two routes between Newfoundland and Labrador and Cape Breton are physically diverse.

As part of GNL's investment in the ACF, GNL received specific ownership and right to use privileges, defined in an Indefeasible Rights of Use (IRU) agreement. This agreement commenced on July 18, 2007 with an initial twenty (20) year term with provisions for four (4) additional twenty (20) year terms. The IRU agreement provides for the use of specific numbers of strands of fibres and access to Persona hub sites for electronic equipment necessary to utilize those fibres.

Eastlink Communications ("Eastlink") subsequently acquired Persona Communications and assumed Persona's obligations under the agreement. Throughout the remainder of the RFEI, references will be to Eastlink regarding obligations under the IRU agreement.

Eastlink currently maintains the fibre portion of the ACF for all assignees to the original agreements. Terrestrial fibre is attached to poles owned by either Eastlink, Newfoundland Power, Newfoundland Hydro or Nova Scotia Power.

3.0 Agreement Terms and conditions

3.1 IRU segments and fibre counts

The IRU agreement generally provides GNL with six (6) fibre strands (3 pairs) in the Northern Terrestrial Route between St. John's and Channel Port aux Basques and then two (2) fibre strands (1 pair) across the Gulf of St. Lawrence to Cape Breton and into Halifax. Along the Southern Coastal Route, GNL has an IRU for two (2) fibre strands (1 pair) along the entire route.

The specific route segments, distances, fibre type and quantity are detailed in Schedule 2 of this RFEI. In total, GNL has an IRU for approximately 3,037 route km of fibre within the ACF.

Details regarding the manufacturer, type and fibre characteristics will be available for review as part of the RFP stage should any interested party request them.

3.2 Hub Sites

The IRU agreement allows GNL to install and operate transport equipment in 30 hub sites under the ACF. These hub sites are classified as either:

- 1) Intermediate Line Amplifier (ILA)
- 2) Optical Add Drop Multiplexer (OADM)
- 3) Back to Back Terminal

Schedule 3 (Schedule 9.5 of the IRU agreement) of this RFEI details the specific information relative to the three hub site types as it relates to heating, ventilation and air conditioning (HVAC) capacity, battery and backup power, commercial electrical service size, site monitoring and site size.

The original IRU agreement made provision for a relay rack of space to be provided to GNL for the purposes of future transport equipment. However, the agreement does not allow for last mile or access equipment to be placed at any hub sites.

Schedule 4 of this RFEI provides a listing of the 30 hub sites including site type and GPS coordinates. It also provides for confirmation of relay rack space and DC power availability.

The IRU agreement allows for GNL or their assignee to perform installation and connection of their own equipment with the approval of Eastlink or to pay Eastlink a Fair Market Rate for completion of such work. GNL is to be provided reasonable access to hub sites at any time subject to standard limitations regarding personnel, security, Eastlink network operations policies and brown out periods.

3.3 Other Interconnection Points

Upon written request to Eastlink, GNL or their assignee are permitted to interconnect at a splice enclosure along the ACF through the placement of a fibre stub by Eastlink. Eastlink may also consider, upon written request, to allow GNL or their assignee to interconnect at a slack storage location. In both cases, GNL or their assignee would be required to pay Eastlink the Fair Market Rate for the engineering and installation of the required fibre stubs or the creation of a new splice point.

4.0 Financial Obligations of Ownership and Use

The IRU agreement between GNL and Eastlink allows for operational payments to Eastlink under various circumstances. The successful proponent will be required to assume the associated financial obligations of the network upon assignment.

4.1 Power and Space

Where sufficient power and space exist, GNL will pay to Eastlink a monthly fee of \$500 per hub site where power and space are required subject to the monthly price being reviewed and adjusted on five-year increments to allow for inflation. Such inflation to be calculated based upon the General Consumer Price Index.

In the event no spare power or space exists, Eastlink will assess the costs for incremental power/space as per GNL's requests and GNL shall be responsible for the cost of any incremental power/space additions. The decision whether or not to proceed based on the cost assessment shall be in the sole discretion of GNL.

4.2 Regular Maintenance

Eastlink committed to GNL to provide regular maintenance free of charge for a period of ten (10) years after the ACF acceptance date. This period is set to expire in April 2019 and will then be subject to negotiation between the parties.

The agreement contemplates future maintenance charges equal to the proportionate share of the holders' assets and that no title holder of the ACF should receive more favourable rates than any other. Thus, GNL or their assignee would pay the same rates as Rogers and Allstream (now Zayo) which are to include a 25% margin upon Eastlink costs.

4.3 Extraordinary Maintenance Charges

The agreement allows for the various titleholders to pay a proportionate share of the costs of repair for catastrophic failure of the undersea segments of the ACF, where those costs exceed \$500,000 in any given calendar year. The detailed costs incurred by GNL since it has assumed assignment rights under the IRU can be provided under NDA as part of the RFP process.

Failure events have occurred over the past 11 years, primarily in the Gulf of St. Lawrence segments, but additionally in Placentia Bay. Interested parties should consider the likely recurrence of similar charges in the future when assessing the total cost of ownership associated with assuming GNL's obligations under the IRU agreement.

4.4 Underlying Rights and Relocations

In the event that portions or the ACF need to be relocated as a result of the inability to maintain underlying rights over the term of the agreement, subject to reasonable efforts on the part of Eastlink or in cases where repairs require relocation of the ACF, GNL and others would be required to pay their proportionate share of the costs for such relocation and the costs to secure or re-secure underlying rights for subsequent terms.

5.0 Assignment Rights

The IRU allows GNL to assign or otherwise transfer the agreement or all or any portion of its rights to any third-party subject to the prior written consent of Eastlink, which consent will not be unreasonably withheld or delayed.

6.0 Submission Requirements and Vendor Qualifications

It is the preference of the Department to find an interested party that will assume ownership of all the GNL ACF rights and obligations. Based upon the assignment rights identified above, however, interested parties have the option to propose assumption of GNL rights and obligations in whole or in part related to the GNL assets in the ACF.

Interested parties should identify clearly in their submissions the following information:

1. ACF segments of interest (Based upon Schedule 2);
2. Required fibre strands per segment;
3. Proposed hub sites to be used;
4. Proposed assignment price;
5. Point of contact for clarification related to the response and for future communications should the proponent be shortlisted for the RFP;
6. Expected timing of when the party would accept assignment of the rights under the ACF;
7. Any dependencies related to the ability to assume the GNL obligations under the IRU agreement;
8. Other benefits or revenue accruing to GNL in the absence of an assignment price;
9. Economic impacts of the proposal for the province; and
10. Other proposed arrangements resulting in retention of the ACF assets by GNL.

Interested parties shall provide evidence to the Department which speaks to their experience in constructing and operating communications/data networks, to their financial stability and financial history for the past three years and to the feasibility of the plans related to the proposed use of the ACF assets. The proponent must demonstrate, at a minimum, an ability to meet the financial obligations related to assignment of the GNL assets and how the assets would be used for the long-term benefit of the residents and businesses of the province.

The proposed assignment price submitted can be flexible in terms of a range provided or terms proposed based upon a one-time payment, annual payment or other monetary value to GNL. GNL is open to any and all proposals for the use of the ACF assets which provide benefits to the province of Newfoundland and Labrador.

Submission Details

Expressions of interest are to be submitted in duplicate to:

Carol-Ann Gilliard
Director, Sector Diversification
Department of Tourism, Culture, Industry and Innovation
2nd Floor, West Block, Confederation Building
P.O. Box 8700
St. John's, NL A1B 4J6
Phone: 709-729-1708

Expressions of Interest must be submitted by 12 noon NDT, October 19th, 2018. Paper submissions are preferred; however, electronic submissions will be accepted with the prior approval of the Department. Requests for electronic submission should be forwarded to the Department at least seven (7) calendar days prior to the submission date.

Request for Expressions of Interest in the Government of Newfoundland & Labrador Atlantic Cable Facility

Any changes or additions to the RFEI will be posted as an amendment on the GNL website (<https://www.ppa.gov.nl.ca/>) to ensure information is available to all interested parties. All communications regarding this RFEI shall be directed to the contact noted above. Any other communication or information in order to be considered binding on any party, shall be in written form only. Verbal responses shall not be binding on either party.

Proponents submitting an Expression of Interest should be advised that information received as part of this RFEI may be subject to the Access to Information and Protection of Privacy Act, 2015 and therefore any information provided with the submission that is confidential and commercially sensitive to the business plans of the submitting party should be identified as confidential in order to be considered exempt under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.

All submissions shall become the property of GNL and shall not be returned.

The Department reserves the right to cancel at any time this RFEI for any reason without any liability to any proponent.

The Department reserves the right at its sole discretion to determine those respondents it deems qualified to proceed to the subsequent stage of the process.

Enquiries

Any questions related to this Request for Expressions of Interest are to be directed to:

Carol-Ann Gilliard
carolanngilliard@gov.nl.ca

Responses will be by way of addendum to this RFEI and issued to all parties indicating interest.

Responses will only be provided to questions received by 12 noon NDT, October 12th, 2018.

This RFEI process is considered non-binding. No contractual relations are intended, created or implied by submitting a response to this process.

Request for Expressions of Interest in the Government of Newfoundland & Labrador Atlantic Cable Facility

Schedule 1: ACF Route



Request for Expressions of Interest in the Government of Newfoundland & Labrador Atlantic Cable Facility

Schedule 2: ACF Fibre Segments

# of Fibre Strands	Segment Beginning Site	Segment End Site	Design Distance (Km)	Type of Route	Fibre Type	Note
	Northern Terrestrial Route					
6	St John's	Chapel Arm	118.7	Terrestrial	ESMF	
6	Chapel Arm	Clarenville	119.1	Terrestrial	ESMF	
6	Clarenville	Glovertown	81.9	Terrestrial	ESMF	1
6	Glovertown	Gander	82.8	Terrestrial	ESMF	
6	Gander	Grand Falls-Windsor	111.2	Terrestrial	ESMF	
6	Grand Falls-Windsor	Springdale	106.6	Terrestrial	ESMF	
6	Springdale	Deer Lake	108.8	Terrestrial	ESMF	
6	Deer Lake	Corner Brook	77.1	Terrestrial	ESMF	
6	Corner Brook	Stephenville Crossing	78.9	Terrestrial	ESMF	
6	Stephenville Crossing	South Branch	109.1	Terrestrial	ESMF	
6	South Branch	Port aux Basques	71.8	Terrestrial	ESMF	
2	Port aux Basques	Black Point NS	174.5	Subsea	Pureband	
2	Black Point NS	Blue Mills NS	106.2	Terrestrial	ESMF	2
2	Blue Mills NS	Antigonish NS	106.7	Terrestrial	ESMF	3
2	Antigonish NS	New Glasgow NS	66.9	Terrestrial	ESMF	
2	New Glasgow NS	Truro NS	76.6	Terrestrial	ESMF	
2	Truro NS	Halifax NS	107.1	Terrestrial	ESMF	
	Southern Coastal Route					
2	St. John's	Salmonier	89	Terrestrial	ESMF	
2	Salmonier	Argentia	78.5	Terrestrial	ESMF	
2	Argentia	Spanish Room	108	Subsea	Pureband	
2	Spanish Room	Harbour Breton	100.6	Terrestrial/Subsea	Pureband	
2	Harbour Breton	Burgeo	151.4	Subsea	Pureband	
2	Burgeo	Rose Blanche	97.2	Subsea	Pureband	
2	Rose Blanche	Sydney NS	208.2	Subsea	Pureband	
2	Sydney NS	River Bourgois NS	101.3	Terrestrial	ESMF	
2	River Bourgois NS	Guysborough NS	102.9	Terrestrial	ESMF	4
2	Guysborough NS	Liscomb NS	101.5	Terrestrial	ESMF	
2	Liscomb NS	Pleasant Harbour NS	99.5	Terrestrial	ESMF	
2	Pleasant Harbour NS	Halifax NS	95	Terrestrial	ESMF	
		Total	3037.1			

Note 1: This segment contains a submarine water crossing across Clode Sound for a distance of 3 km

Note 2: This segment contains a submarine water crossing across Grand narrows for a distance of 1.5 km

Note 3: This segment contains a submarine water crossing across Canso Strait for a distance of 1.6 km

Note 4: This segment contains a submarine water crossing across Canso Strait for a distance of 2 km

Request for Expressions of Interest in the Government of Newfoundland & Labrador Atlantic Cable Facility

Schedule 3: Hub Site Types

Type of Shelter	HVAC	Power	Electrical Service	Monitoring	Equipment Room Square Footage
Intermediate Line Amplifier (ILA)	1.5 Tonne and DC Exhaust Fan	Mobile Generator / 24 Hour Battery based on 20A	100A	Open Door Hi/Low Temp HVAC Fail AC Power Fail Fire Alarm Surge Arrestor Fail	96
Optical Add Drop Multiplexer (OADM)	2 Tonne and DC Exhaust Fan	20KW Generator located in a separate Generator Room / 8 Hour Battery based on 100A	200A	Open Door Hi/Low Temp HVAC fail AC Power fail Generator Running Generator Not in Auto Generator Fail ATS Fail to Transfer ATS switch to emergency Fire Alarm Low Fuel Alarm Surge Arrestor fail	222
Back-to-Back Terminal	4 Tonne and DC Exhaust Fan	40KW Generator located in a separate Generator Room / 8 Hour Battery based on 235A	200A	Open Door Hi/Low Temp HVAC fail AC Power fail Generator Running Generator Not in Auto Generator Fail ATS Fail to Transfer ATS switch to emergency Fire Alarm Low Fuel Alarm Surge Arrestor fail	246

Request for Expressions of Interest in the Government of Newfoundland & Labrador Atlantic Cable Facility

Schedule 4: Hub Site Locations and Details

Hub Site Location	Location	Hub Site Type	Space Available	Power Available	Latitude	Longitude	Google Maps
St John's	17 Duffy Place	Head End	Y	TBD	N47 33.654	W52 46.506	47.560900 -52.775100
Chapel Arm	Route 202	ILA	Y	TBD	N47 30.288	W53 41.682	47.504800 -53.694700
Clarenville	Cormack Drive	OADM	Y	TBD	N48 08.363	W53 56.683	48.139383 -53.944717
Glovertown	TCH near Splash and Putt	ILA	Y	TBD	N48 38.145	W53 59.109	48.640250 -53.985150
Gander	Cooper Blvd	OADM	Y	TBD	N48 56.922	W54 35.998	48.948700 -54.599967
Grand Falls-Windsor	TCH near Cromer Ave	OADM	Y	TBD	N48 56.399	W55 39.180	48.939983 -55.653000
Springdale	Intersection of TCH and Rte 390	ILA	Y	TBD	N49 29.094	W56 12.679	49.484900 -56.211317
Deer Lake	TCH 16km east of Deer Lake Airport	ILA	Y	TBD	N49 13.625	W57 12.960	49.227083 -57.216000
Cromer Brook	Intersection of TCH and Massey Drive	OADM	Y	TBD	N48 56.410	W57 55.009	48.940167 -57.916817
Stephenville Crossing	Intersection of Whites Rd and Rte 461	OADM	Y	TBD	N48 30.486	W58 26.021	48.508100 -58.433683
South Branch	TCH in community of South Branch	ILA	Y	TBD	N47 58.329	W58 58.101	47.972150 -58.968350
Port aux Basques	High Street	Back to Back	Y	TBD	N47 35.137	W59 08.955	47.585617 -59.149250
Black Point NS	75 Howell St	Back to Back	Y	TBD	N46 15.171	W60 13.699	46.252850 -60.228317
Blue Mills NS	7506 Hwy 105	ILA	Y	TBD	N45 55.529	W61 11.813	45.925483 -61.196883
Antigonish NS	East Main Street, Antigonish	ILA	Y	TBD	N45 37.484	W61 58.786	45.624733 -61.979767
New Glasgow NS	339 Stewart St	ILA	Y	TBD	N45 35.046	W62 38.828	45.584100 -62.647133
Truro NS	659 Willow Drive and Blackney St(Rogers)	ILA	Y	TBD	N45 20.403	W63 17.667	45.340050 -63.294450
Halifax (Rogers)	Suite 504, 1959 Upper Water Street	Head End	Y	TBD			
Halifax (Allstream)	Rm 322, 2021 Brunswick St	Head End	Y	TBD			
Salmonier	Rte 90, 9km from TCH	ILA	Y	TBD	N47 16.848	W53 16.068	47.280800 -53.276800
Argentia	Marguise Ave near intersection with Charter Avenue	ILA	Y	TBD	N47 17.117	W53 59.504	47.285283 -53.991733
Spanish Room	Rock Harbour Road near intersection with Rte 210	OADM	Y	TBD	N47 11.916	W55 04.978	47.198600 -55.082967
Harbour Breton	Thompson's Beach on Rocky Point Road	OADM	Y	TBD	N47 28.868	W55 47.926	47.481133 -55.798767
Burgeo	Small's Island Road	ILA	Y	TBD	N47 36.694	W57 36.361	47.611567 -57.606017
Rose Blanche	Parson's Point Road	Back to Back	Y	TBD	N47 36.478	W58 41.839	47.607967 -58.697317
Sydney NS	245 George St (Allstream)	Back to Back	Y	TBD	N46 08.519	W60 11.605	46.141983 -60.193417
River Bourgeois NS	151 North River Road	ILA	Y	TBD	N45 38.346	W60 58.023	45.639100 -60.967050
Guysborough NS	9663 Corner Hwy #16 and Leary's River Rd	OADM	Y	TBD	N45 22.264	W61 30.376	45.371067 -61.506267
Liscomb NS	5033 Hwy #7	ILA	Y	TBD	N45 01.603	W61 59.916	45.026717 -61.995600
Pleasant Harbour NS	Hwy #7 intersection with Webbs Road	ILA	Y	TBD	N44 47.735	W62 42.967	44.795583 -62.716117



Tourism, Culture, Industry and Innovation

Request for Proposals in the Government of Newfoundland & Labrador Atlantic Cable Facility

Issued by:

Department of Tourism, Culture, Industry and Innovation

Government of Newfoundland and Labrador

St. John's, Newfoundland and Labrador

Issue Date: January 25, 2019

Closing Date: February 22, 2019

1.0 Introduction

The Department of Tourism, Culture, Industry and Innovation (Department) is seeking proposals for the potential use of the Government of Newfoundland and Labrador's (GNL) interests in the Atlantic Cable Facility (ACF).

The Department is looking for a party who is interested in utilizing the GNL ACF assets to operate a communications network in Newfoundland and Labrador and Nova Scotia, and to which to assign the GNL assets and obligations under the agreement for the remainder of the initial term and subsequent future terms.

GNL is looking to divest the asset at this time based upon the determination of potential use of the assets by GNL in the future.

This Request for Proposals forms the second stage of a multi-stage process where qualified respondents are now being asked to further define and detail their proposals.

The Department is seeking a response to this Request for Proposals (RFP) by February 22, 2019.

2.0 Background

Persona Communications constructed the ACF in 2007 in partnership with Rogers Communications, MTS Allstream and GNL. The \$52M project constructed fibre facilities between St. John's, Newfoundland and Halifax, Nova Scotia in a ring configuration involving both terrestrial and submarine routes. The routing is represented in Schedule 1 of this RFP. GNL's contribution to the ACF construction was \$15M. The primary purpose of the project was to provide additional redundancy in communication facilities to the island and to foster increased competition in the communications sector for the province of Newfoundland and Labrador.

The Northern Terrestrial Route follows the Trans-Canada Highway between St. John's and Channel Port aux Basques and then across the Gulf of St Lawrence to Cape Breton Island. It then follows the highway into Halifax. The Southern Coastal Route runs from St. John's to Bay Bulls to Argentia, across Placentia Bay and the Burin Peninsula, then underwater to Harbour Breton, underwater along the south coast to Rose Blanche, across the Gulf of St Lawrence to Cape Breton Island and then terrestrial again into Halifax through secondary roads. The landing points for the two routes between Newfoundland and Labrador and Cape Breton are physically diverse.

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The IRU agreement allows for GNL or their assignee to perform installation and connection of their own equipment with the approval of Eastlink or to pay Eastlink a Fair Market Rate for completion of such work. GNL is to be provided reasonable access to hub sites at any time subject to standard limitations regarding personnel, security, Eastlink network operations policies and brown out periods.

3.3 Other Interconnection Points

Upon written request to Eastlink, GNL or their assignee are permitted to interconnect at a splice enclosure along the ACF through the placement of a fibre stub by Eastlink. Eastlink may also consider, upon written request, to allow GNL or their assignee to interconnect at a slack storage location. In both cases, GNL or their assignee would be required to pay Eastlink the Fair Market Rate for the engineering and installation of the required fibre stubs or the creation of a new splice point.

Information related to the routing of the fibre facilities (as built drawings) will be provided to any respondent requesting them as part of this Request for Proposals provided the respondent executes a nondisclosure agreement (NDA) with GNL. The form of the NDA is provided in Schedule 5.

4.0 Financial Obligations of Ownership and Use

The IRU agreement between GNL and Eastlink allows for operational payments to Eastlink under the various circumstances:

4.1 Power and Space

Where power and space exist, GNL will pay to Eastlink a monthly fee of \$500 per hub site where power and space are required, subject to the monthly price being reviewed and adjusted on five-year increments to allow for inflation. Such inflation to be calculated based upon the General Consumer Price Index.

In the event no spare power or space exists, Eastlink will assess the costs for incremental power/space as per GNL's requests and GNL shall be responsible for the cost of incremental power/space additions.

4.2 Regular Maintenance

Eastlink committed to GNL to provide regular maintenance free of charge for a period of ten years after the ACF acceptance date. This period is set to expire in April 2019 and is then subject to negotiation between the parties.

The agreement contemplates future maintenance charges equal to the proportionate share of the holders' assets and that no title holder of the ACF should receive more favourable rates than any other. Thus, GNL or their assignee would pay the same rates as Rogers and Allstream (now Zayo) which are to include a 25% margin upon Eastlink costs.

4.3 Extraordinary Maintenance Charges

The agreement allows for the various titleholders to pay a proportionate share of the costs of repair for catastrophic failure of the undersea segments of the ACF, where those costs exceed \$500,000 in any given calendar year. The history of failures on the subsea portions of the ACF and the proportionate costs incurred by GNL since it has assumed assignment rights under the IRU can be provided under NDA as part of the RFP process.

Numerous failure events have occurred over the past 11 years, primarily in the Gulf of St. Lawrence segments, but additionally in Placentia Bay. Interested parties should consider the likely recurrence of similar charges in the future when assessing the total cost of ownership associated with assuming GNL's obligations under the IRU agreement.

4.4 Underlying Rights and Relocations

In the event that portions or the ACF need to be relocated as a result of the inability to maintain underlying rights over the term of the agreement, subject to reasonable efforts on the part of Eastlink or in cases where repairs require relocation of the ACF, GNL and others would be required to pay their proportionate share of the costs for such relocation and the costs to secure or re-secure underlying rights for subsequent terms.

5.0 Assignment Rights

The IRU allows GNL to assign or otherwise transfer the agreement or all or any portion of its rights to any third-party subject to the prior written consent of Eastlink, which consent will not be unreasonably withheld or delayed.

6.0 Submission Requirements

Based upon your previous submission under the Request for Expressions of Interest (RFEI), you are now being asked to further detail and define your value proposal to GNL .

At this point in the process you have indicated an interest in:

1. All ACF segments of interest (Based upon Schedule 2)
2. All fibre strands per segment
3. All or the majority of hub sites

You have also identified:

4. A proposed assignment price
5. A point of contact for the Department
6. Expected timing of when you would accept assignment of the rights under the ACF
7. Any dependencies related to the ability to assume the GNL obligations under the IRU agreement
8. Other benefits or revenue accruing to GNL in the absence of an assignment price
9. Other proposed arrangements resulting in retention of the ACF assets by GNL

Submission requirements under this Request for Proposals will include the following:

1. Your organization's financial statements for the past three fiscal years which indicate the financial health of your organization and your ability to meet the financial obligations associated with the assignment of the GNL rights. GNL wants to ensure that any proponent has the financial capacity to assume the obligations of ownership and that by acquiring those rights, it would not place undue financial risk for the proponent.
2. A proposed business case which will indicate the expected revenue to be generated from use of the ACF, the equipment and labour costs required to activate the GNL fibres for use, your expected operational costs for maintaining the facilities and other appropriate information. This is to include expected financial returns as well as a description of the opportunities and

customer segments to be pursued. The business case should cover the period to the end of the first IRU term (July 2027).

3. Details regarding the intended use of the ACF fibres and/or bandwidth that results from activation of the fibres and what sources of revenue you expect to generate with the asset.
4. Details regarding what incremental facilities will be required to generate the expected revenue from potential customers and what other agreements/arrangements may be required to provide services to customers – this will speak to your understanding of the factors involved in operating a communications network.
5. The value proposal for GNL in terms of reduced cost of services, revenue share, business attraction and growth, and resulting employment. These details shall be specific and provide concrete proposals on what is being offered and how usage of the ACF elements will benefit the province. This should include details regarding how the benefits would be measured.

The proponent shall confirm that neither the proponent nor its affiliates are the subject of any adverse ruling or conviction determined in the last five years involving fraud, fraudulent misrepresentation or professional misconduct.

The proponent shall confirm that neither the proponent nor its affiliates are involved in any litigation that is currently ongoing, either directly or indirectly (through a related party) that may materially adversely affect the proponent's or its affiliates' ability to perform its obligations under any future agreement related to this RFP.

The proponent is solely responsible for all costs or expenses related to the preparation and submission of the proposal, including costs associated with attendance at meetings or interviews requested by the Department.

The proposal must remain valid for a period of 90 days following the closing date.

7.0 Proposal Evaluation Criteria

This RFP for assignment of the GNL assets in the ACF is intended to maximize the return for GNL on its initial investment of \$15M. This will be accomplished through the selection of a proponent who has the financial capacity and a concrete business plan for use of the ACF assets that results in measurable and realizable benefits for GNL.

Proposals will be evaluated based upon the following key criteria:

1. Value proposal for GNL and the likelihood of the value being realized. Proposals will be scored based upon the estimated total monetary value to GNL over the remaining 9 years of the initial IRU term. (40%)
2. Timeframe for which the proponent can assume assignment of the ACF assets through the completion of an assignment agreement. Proposals will be scored based upon the date which an assignment agreement can be completed. The sooner this can happen, the higher the score that will be applied to the proposal as long as the date proposed is reasonable. (15%)

3. The soundness of the business case proposed both from a revenue and cost perspective. Proposals will be scored based upon whether the business case provided appears valid given the potential use of the asset and current market realities. (25%)
4. The risks associated with benefits accruing to GNL. Proposals will be scored based upon the risk that the planned monetary value for GNL may not be realized. Proposals which guarantee benefits regardless of the actual revenue realized through ownership of the ACF will be scored higher. (20%)

The merits of each proposal will be solely determined by the evaluation team using its best judgment.

When evaluating responses, the Department may request further information from the respondent in order to verify, clarify or supplement the information provided in the proponent's submission. In addition, the Department may require an in-person meeting to present the proposal and answer questions. The Department shall be entitled to consider all such information received in its sole discretion.

Following a ranking of proposals, the Department may choose to enter into negotiations with the preferred proponent but is not obligated to accept the highest ranking or any proposals received under this RFP process.

The Department reserves the right to negotiate any proposed terms in the proposal prior to an assignment agreement being finalized.

Subject to a preferred proponent being selected and a negotiated agreement being finalized, the unsuccessful proponent(s) will be notified of the results.

Submission Details

Proposals are to be submitted to:

Carol-Ann Gilliard
Director, Sector Diversification
Department of Tourism, Culture, Industry and Innovation
Email: carolanngilliard@gov.nl.ca
Phone: 709-729-1708

Proposals must be submitted by 12 noon NDT, February 22nd, 2019.

Proponents submitting a response should be advised that information received as part of this RFP may be subject to the Access to Information and Protection of Privacy Act, 2015 and therefore any information provided with the submission that is confidential and commercially sensitive to the business plans of the submitting party should be identified as confidential in order to be considered exempt under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.

The Department reserves the right to cancel at any time this RFP for any reason without any liability to any proponent. The Department reserves the right to determine the award scenarios which may include a partial award or no award.

Enquiries

Any questions related to this Request for Proposals are to be directed to:

Carol-Ann Gilliard

Director, Sector Diversification
Department of Tourism, Culture, Industry and Innovation
Email: carolanngiiliard@gov.nl.ca

Responses will be by way of addendum to this RFP and issued to all parties receiving the Request for Proposals documentation. Any other communication or information received from any other individual or by any other means shall not be considered binding on the Department.

Responses will only be provided to questions received by 12 noon NDT, February 15th, 2019

This RFP process is considered non-binding. No contractual relations are intended, created or implied by submitting a response to this process.

Schedule 1: ACF Route



Schedule 2: ACF Fibre Segments

# of Fibre Strands	Segment Beginning Site	Segment End Site	Design Distance (Km)	Type of Route	Fibre Type	Note
	Northern Terrestrial Route					
6	St John's	Chapel Arm	118.7	Terrestrial	ESMF	
6	Chapel Arm	Clareville	119.1	Terrestrial	ESMF	
6	Clareville	Glovertown	81.9	Terrestrial	ESMF	1
6	Glovertown	Gander	82.8	Terrestrial	ESMF	
6	Gander	Grand Falls-Windsor	111.2	Terrestrial	ESMF	
6	Grand Falls-Windsor	Springdale	106.6	Terrestrial	ESMF	
6	Springdale	Deer Lake	108.8	Terrestrial	ESMF	
6	Deer Lake	Corner Brook	77.1	Terrestrial	ESMF	
6	Corner Brook	Stephenville Crossing	78.9	Terrestrial	ESMF	
6	Stephenville Crossing	South Branch	109.1	Terrestrial	ESMF	
6	South Branch	Port aux Basques	71.8	Terrestrial	ESMF	
2	Port aux Basques	Black Point NS	174.5	Subsea	Pureband	
2	Black Point NS	Blue Mills NS	106.2	Terrestrial	ESMF	2
2	Blue Mills NS	Antigonish NS	106.7	Terrestrial	ESMF	3
2	Antigonish NS	New Glasgow NS	66.9	Terrestrial	ESMF	
2	New Glasgow NS	Truro NS	76.6	Terrestrial	ESMF	
2	Truro NS	Halifax NS	107.1	Terrestrial	ESMF	
	Southern Coastal Route					
2	St. John's	Salmonier	89	Terrestrial	ESMF	
2	Salmonier	Argentia	78.5	Terrestrial	ESMF	
2	Argentia	Spanish Room	108	Subsea	Pureband	
2	Spanish Room	Harbour Breton	100.6	Terrestrial/Subsea	Pureband	
2	Harbour Breton	Burgeo	151.4	Subsea	Pureband	
2	Burgeo	Rose Blanche	97.2	Subsea	Pureband	
2	Rose Blanche	Sydney NS	208.2	Subsea	Pureband	
2	Sydney NS	River Bourgeois NS	101.3	Terrestrial	ESMF	
2	River Bourgeois NS	Guysbourough NS	102.9	Terrestrial	ESMF	4
2	Guysbourough NS	Liscomb NS	101.5	Terrestrial	ESMF	
2	Liscomb NS	Pleasant Harbour NS	99.5	Terrestrial	ESMF	
2	Pleasant Harbour NS	Halifax NS	95	Terrestrial	ESMF	
		Total	3037.1			

Note 1: This segment contains a submarine water crossing across Clode Sound for a distance of 3 km

Note 2: This segment contains a submarine water crossing across Grand narrows for a distance of 1.5 km

Note 3: This segment contains a submarine water crossing across Canso Straight for a distance of 1.6 km

Note 4: This segment contains a submarine water crossing across Canso Straight for a distance of 2 km

Schedule 3: Hub Site Types

Type of Shelter	HVAC	Power	Electrical Service	Monitoring	Equipment Room Square Footage
Intermediate Line Amplifier (ILA)	1.5 Tonne and DC Exhaust Fan	Mobile Generator / 24 Hour Battery based on 20A	100A	Open Door Hi/Low Temp HVAC Fail AC Power Fail Fire Alarm Surge Arrestor Fail	96
Optical Add Drop Multiplexer (OADM)	2 Tonne and DC Exhaust Fan	20KW Generator located in a separate Generator Room / 8 Hour Battery based on 100A	200A	Open Door Hi/Low Temp HVAC fail AC Power fail Generator Running Generator Not in Auto Generator Fail ATS Fail to Transfer ATS switch to emergency Fire Alarm Low Fuel Alarm Surge Arrestor fail	222
Back-to-Back Terminal	4 Tonne and DC Exhaust Fan	40KW Generator located in a separate Generator Room / 8 Hour Battery based on 235A	200A	Open Door Hi/Low Temp HVAC fail AC Power fail Generator Running Generator Not in Auto Generator Fail ATS Fail to Transfer ATS switch to emergency Fire Alarm Low Fuel Alarm Surge Arrestor fail	246

Schedule 4: Hub Site Locations and Details

Hub Site Location	Location	Hub Site Type	Space Available	Power Available	Latitude	Longitude	Google Maps
St. John's	17 Duffy Place	Head End	Y	TBD	N47 33.654	W52 46.506	47.560900 -52.775100
Chapel Arm	Route 202	ILA	Y	TBD	N47 30.288	W53 41.682	47.504800 -53.694700
Clareville	Cormack Drive	OADM	Y	TBD	N48 08.363	W53 56.683	48.139383 -53.944717
Glovertown	TCH near Splash and Putt	ILA	Y	TBD	N48 38.145	W53 59.109	48.640250 -53.985150
Gander	Cooper Blvd	OADM	Y	TBD	N48 56.922	W54 35.998	48.948700 -54.599967
Grand Falls-Windsor	TCH near Cromer Ave	OADM	y	TBD	N48 56.399	W55 39.180	48.939983 -55.653000
Springdale	Intersection of TCH and Rte 390	ILA	y	TBD	N49 29.094	W56 12.679	49.484900 -56.211317
Deer Lake	TCH 16km east of Deer Lake Airport	ILA	y	TBD	N49 13.625	W57 12.960	49.227083 -57.216000
Cromer Brook	Intersection of TCH and Massey Drive	OADM	y	TBD	N48 56.410	W57 55.009	48.940167 -57.916817
Stephenville Crossing	Intersection of Whites Rd and Rte 461	OADM	y	TBD	N48 30.486	W58 26.021	48.508100 -58.433683
South Branch	TCH in community of South Branch	ILA	y	TBD	N47 58.329	W58 58.101	47.972150 -58.968350
Port aux Basques	High Street	Back to Back	y	TBD	N47 35.137	W59 08.955	47.585617 -59.149250
Black Point NS	75 Howell St	Back to Back	y	TBD	N46 15.171	W60 13.699	46.252850 -60.228317
Blue Mills NS	7506 Hwy 105	ILA	y	TBD	N45 55.529	W61 11.813	45.925483 -61.196883
Antigonish NS	East Main Street, Antigonish	ILA	y	TBD	N45 37.484	W61 58.786	45.624733 -61.979767
New Glasgow NS	339 Stewart St	ILA	y	TBD	N45 35.046	W62 38.828	45.584100 -62.647133
Truro NS	659 Willow Drive and Blackney St(Rogers)	ILA	y	TBD	N45 20.403	W63 17.667	45.340050 -63.294450
Halifax (Rogers)	Suite 504, 1959 Upper Water Street	Head End	Y	TBD			
Halifax (Allstream)	Rm 322, 2021 Brunswick St	Head End	Y	TBD			
Salmonier	Rte 90, 9km from TCH	ILA	Y	TBD	N47 16.848	W53 16.068	47.280800 -53.276800
Argentia	Marguise Ave near intersection with Charter Avenue	ILA	y	TBD	N47 17.117	W53 59.504	47.285283 -53.991733
Spanish Room	Rock Harbour Road near intersection with Rte 210	OADM	Y	TBD	N47 11.916	W55 04.978	47.198600 -55.082967
Harbour Breton	Thompson's Beach on Rocky Point Road	OADM	Y	TBD	N47 28.868	W55 47.926	47.481133 -55.798767
Burgeo	Small's Island Road	ILA	Y	TBD	N47 36.694	W57 36.361	47.611567 -57.606017
Rose Blanche	Parson's Point Road	Back to Back	Y	TBD	N47 36.478	W58 41.839	47.607967 -58.697317
Sydney NS	245 George St (Allstream)	Back to Back	y	TBD	N46 08.519	W60 11.605	46.141983 -60.193417
River Bourgeois NS	151 North River Road	ILA	y	TBD	N45 38.346	W60 58.023	45.639100 -60.967050
Guysborough NS	9663 Corner Hwy #16 and Leary's River Rd	OADM	y	TBD	N45 22.264	W61 30.376	45.371067 -61.506267
Liscomb NS	5033 Hwy #7	ILA	y	TBD	N45 01.603	W61 59.916	45.026717 -61.995600
Pleasant Harbour NS	Hwy #7 intersection with Webbs Road	ILA	y	TBD	N44 47.735	W62 42.967	44.795583 -62.716117

Schedule 5: GNL Non-Disclosure Agreement

This Agreement is made and entered into with effect from and as of the _____ day of _____, 20__ (the "Effective Date") by and between _____ and Her Majesty in Right of the Province of Newfoundland and Labrador, as represented by the Minister of Tourism, Culture, Industry and Innovation (collectively, "the Parties" and singularly, "the Party").

WHEREAS the Parties have an interest in discussing the opportunity to participate or collaborate in business and/or investments opportunities wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information");

WHEREAS this Agreement is subject to all provincial and federal laws having application; and,

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's: (1) licenses, business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, trade secrets, know-how, technical information, or other related information such as capital stock structures and shareholder information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email, facsimile, or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of two (2) years from the date of disclosure, protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, consultants, advisors or agents who has access to the Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena, other legal or statutory process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party, subject to applicable laws, and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Parties acknowledge that the disclosing Party could suffer irreparable damage and injury that may not be compensable by monetary damages alone if its Confidential Information is made public, released to a third party, or

otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against such breach by the other party.

4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing Party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - (d) Is approved for release (and only to the extent approved) by the disclosing Party; or
 - (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law or by statutory requirement.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
8. This Agreement shall be governed by the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein, and the parties agree to attorn to the exclusive jurisdiction of the Courts of Newfoundland and Labrador.
9. This Agreement shall remain in effect for a period of five (5) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED & DELIVERED

In the presence of:

Insert Name of Company

Witness

Per: Insert Name

SIGNED, SEALED & DELIVERED

In the presence of:

HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR:

Witness

Per: Insert Name