

**REQUEST FOR PROPOSALS**

Provision of Audit Services

**RFP Number:** 2021-DOC-22412

**Issue Date:** December 7, 2021

**Closing Date and Time:** Proposals must be received no later than 2:00 PM  
Newfoundland Time (NT) on January 7, 2022

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## 1.0. INTRODUCTION

### 1.1. INTENT

The C-NLOPB is seeking proposals from qualified auditing firms for the provision of auditing services.

In accordance with the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Act* and the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act* (the Accord Acts), the C-NLOPB is required to appoint an auditor for the purposes of auditing its financial statements, and to prepare a report containing audited financial statements for submission to the federal and provincial governments not later than ninety (90) days after the expiration of the fiscal year (i.e. no later than June 30).

More detail on the opportunity and requirements can be found within this RFP.

### 1.2. OVERVIEW

The C-NLOPB is responsible, on behalf of the Government of Canada and the Government of Newfoundland and Labrador, for the regulation of petroleum-related activity in the Canada-Newfoundland and Labrador Offshore Area.

The C-NLOPB's authority is derived from the legislation implementing the February 11, 1985 Atlantic Accord between the two governments. The Accord Acts provide for joint management of the Canada-Newfoundland and Labrador Offshore Area.

Pursuant to the Accord Acts, the C-NLOPB regulates in the areas of offshore workplace health and safety, environmental protection, resource management and industrial benefits.

While funded by both the federal and provincial governments, the C-NLOPB operates as an independent entity with the powers of a corporation under the Canada Business Corporations Act, and is responsible for recovering its costs in regulating offshore petroleum activity from applicants and operators on behalf of both governments.

For additional information, visit the C-NLOPB's website at <http://www.cnlopb.ca>.

## 2.0. DEFINITIONS

2.1. In this RFP, the following definitions apply:

- (a) "Closing Date and Time" means the date and time as set out on the cover page of this RFP.

- (b) “C-NLOPB” means the Canada-Newfoundland and Labrador Offshore Petroleum Board.
  - (c) “Contract” means the written agreement between the C-NLOPB and the successful Proponent to perform the Work which is contemplated by this RFP.
  - (d) “Proponent” means a person or entity responding to this RFP with a Proposal.
  - (e) “Proposal” means the Proponent’s response to this RFP and includes any appendices and addenda.
  - (f) “Request for Proposal” or “RFP” means this document, including any appendices and addenda.
  - (g) “Work” means the Scope of Work attached as Appendix “A” of this RFP.
- 2.2. Headings are for convenience only and do not affect the meaning or interpretation of the sections.
- 2.3 Words in the singular include the plural and vice-versa.

### **3.0. AMENDMENT OR CANCELLATION**

- 3.1. The C-NLOPB reserves the right to modify the terms of this RFP at any time prior to the Closing Date and Time in its sole discretion. It is the responsibility of the Proponent to monitor the C-NLOPB’s website ([www.cnlopb.ca](http://www.cnlopb.ca)) under the heading [What’s New](#) for any modification to this RFP issued up to, and including, the Closing Date and Time. The C-NLOPB may extend the Closing Date and Time in the event it issues any amendment or modification.
- 3.2. This RFP may be cancelled in whole or in part at any time by the C-NLOPB in its sole discretion. Any such cancellation shall be without penalty or cost to the CNLOPB.

### **4.0. RFP CLOSING AND DELIVERY**

- 4.1. One (1) electronic copy of the Proposal, including any supporting documentation, must be received at the following email [information@cnlopb.ca](mailto:information@cnlopb.ca) with the cover page of the Proposal being clearly marked as follows:

**Canada-Newfoundland and Labrador Offshore Petroleum Board**  
**240 Waterford Bridge Road**  
**The Tower Corporate Campus – West Campus Hall - Suite 7100**  
**St. John's, NL A1E 1E2**  
**Attention: Carmel Finlay, Finance Manager**  
**RFP-Provision of Audit Services**  
**RFP Number: 2021-DOC-22412**  
**Closing Date and Time: January 7, 2022 at 2pm**

### 5.0. SUBMISSION REQUIREMENTS

- 5.1. Proposals must comply with the instructions provided in this RFP. Compliant Proposals are those that clearly demonstrate a thorough understanding of this RFP and its stated requirements and criteria.
- 5.2. Proposals must be professional, clear and meet the requirements of this RFP. A thorough response to all mandatory elements is required for the Proposal to be complete. A Proposal risks being judged incomplete and may be disqualified if:
  - instructions are not adhered to;
  - it does not contain sufficient detail;
  - criteria are not clearly addressed in the format required as described in section 6.0 of this RFP.
- 5.3. Proposals must provide the name, mailing address, email address and telephone number of the Proponent's contact person.
- 5.4. Proposals must be signed by an authorized representative of the Proponent. Unsigned Proposals shall not be considered.
- 5.5. Proposals must include the names of any proposed personnel. Proposals must include the experience of those individuals in undertaking similar work or related services, with sufficient detail to assess their ability to perform the work.
- 5.6. Proposals must provide three references which include the names of the organization, the contact person, telephone number and address and a description of the work completed for each reference.
- 5.7. Where the Proponent is a corporation, the Proponent must provide a certificate of good standing from the Registry of Companies for the Province of Newfoundland and Labrador and confirmation it is in good standing with Workplace NL.

- 5.8. Proponents may include supporting documentation cross-referenced to their Proposal to assist in the evaluation.
- 5.9 The C-NLOPB reserves the right to print copies of the Proposal from the electronic copy provided by the Proponent in whole or in part.

### **6.0. REQUIRED PROPOSAL CONTENT AND FORMAT**

- 6.1. To ensure consistency and fairness, Proponents are to submit Proposals in the following format:
  - (a) Title Page
  - (b) Table Of Contents
  - (c) Executive Summary (a one or two-page summary of the key features of the Proposal)
  - (d) Checklist of Mandatory Requirements in the form set out in Appendix “B”.
  - (e) Proposal (the body of the Proposal, including pricing)
  - (f) Appendices (if any), tabbed and referenced

### **7.0. QUESTIONS AND CLARIFICATION**

- 7.1. All inquiries related to this RFP must be directed via email to [information@cnlopb.ca](mailto:information@cnlopb.ca). Inquiries must be received by January 3, 2022 to allow sufficient response time from the C- NLOPB, otherwise a response cannot be guaranteed.
- 7.2. All questions must include the Proponent’s name and address, contact person’s name, telephone number and email address, and must identify the specific section and page number of this RFP in question.
- 7.3. To the extent that the C-NLOPB considers that the answer to a question may clarify any aspect of this RFP or assist in the preparation of Proposals by other Proponents, an addenda will be posted on the C-NLOPB’s website which will be part of this RFP. The C-NLOPB may not answer a question where it considers the information requested is not required to prepare a response to this RFP, or where the answer to the question posed may be found in this RFP.
- 7.4. The C-NLOPB reserves the right in its sole discretion to clarify any Proposal after the Closing Date and Time by seeking further information from that Proponent, without becoming obligated to clarify or seek further information from any or all other

Proponents. However, Proponents are cautioned that any clarifications sought will not be an opportunity to correct or amend the Proposal in any substantive manner.

### 8.0. TERMS AND CONDITIONS

- 8.1. Submitting a Proposal indicates acceptance of all the terms and conditions set out in this RFP. Any Proposals received will not attract responsibilities or rights on the part of the Board or Proponents under what has been legally interpreted as a *contract "A"/contract "B"* analysis.
- 8.2. The Proponent must submit its complete Proposal before the Closing Date and Time. Proposals received late or not received completely by the Closing Date and Time will not be considered.
- 8.3. Proposals will be marked by their receipt time. In the case of a dispute, the Proposal receipt time as recorded by the C-NLOPB at its location will prevail.
- 8.4. All costs quoted in this RFP must be in Canadian Dollars.
- 8.5. The Proponent shall maintain, for the duration of the Contract, the personnel named in its Proposal to undertake the Work. Any changes to the personnel named in the Proposal requires the consent of the C-NLOPB and must be made to the C-NLOPB in writing, which consent shall not be unreasonably withheld.
- 8.6. Notwithstanding section 8.5, the C-NLOPB reserves the right to require a substitution in personnel upon provision of fourteen (14) days' notice to the successful Proponent.
- 8.7. Proponents must be in compliance with all applicable legislative and regulatory requirements, including, but not limited to, all labour, occupational health and safety, and worker's compensation legislation and regulations.
- 8.8. Proponents acknowledge that the C-NLOPB is subject to the *Access to Information Act*, R.S.C., 1985, c. A-1 (as amended from time to time), and that information contained in the Proposal submitted in response to this RFP could be disclosed as a result of the application of that Act.
- 8.9. Proponents shall not use the C-NLOPB's name or logo or make reference to this RFP in any advertising copy or other promotional materials or messages without the CNLOPB's prior written consent.
- 8.10. Proposals must remain open and irrevocable for a period of ninety (90) days from the Closing Date and Time.

- 8.11. All documents, materials, articles and information submitted by the Proponent as part of, or in support of a Proposal shall become upon submission, the property of the C-NLOPB and shall not be returned to the Proponent.
- 8.12. The C-NLOPB makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP. Any quantities shown, data, or opinion contained in this RFP, are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of Work that may be required.
- 8.13. Proponents shall not engage in any form of political or other lobbying whatsoever with respect to this RFP or otherwise attempt to influence the outcome of the selection process. In the event of any such activity, the C-NLOPB, at its sole discretion, may at any time, but is not required to, reject any response by that Proponent without further consideration, and either terminate that Proponent's continued participation in the selection process or impose conditions on that Proponent's continued participation that the C-NLOPB, in its sole discretion, deems appropriate.
- 8.14. Proponents are solely responsible, and without recourse to the C-NLOPB for any expenses a Proponent may incur in preparing and submitting a Proposal and for its participation in this RFP process including, but not limited to, providing additional information that may be requested by the C-NLOPB.
- 8.15. Irregularities or errors of a non-material nature in a Proposal may be waived by the C-NLOPB at its sole discretion.
- 8.16. Notwithstanding any other section of this RFP, the C-NLOPB reserves the right to reject any and all Proposals received in response to this RFP. Reasons for rejection include, but are not limited to, the following:
  - (a) Proposals received after the Closing Date and Time;
  - (b) Incomplete Proposals;
  - (c) Proposals containing qualifications or conditions added by the Proponent that are unacceptable to the C-NLOPB in its sole discretion;
  - (d) Proposals which do not meet the requirements specified in this RFP.
- 8.17. By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the C-NLOPB on substantially the same terms and conditions set out in Appendix "D" and such other terms and conditions to be finalized to the satisfaction of the C-NLOPB, if applicable unless otherwise agreed between the C-NLOPB and the successful Proponent.

8.18. Any conflicts, discrepancies errors or omissions between this RFP, the Proposal, the Contract, and any Schedules to the Contract, shall be resolved in the following order of priority:

- (a) the Contract;
- (b) the Schedules to the Contract;
- (c) this RFP; and
- (d) the Proposal.

### 9.0. NO CLAIMS BY PROPONENT

9.1. The Proponent, by participating in the process outlined in this RFP document, consents to the procedures as described in this RFP, and the Proponent acknowledges and agrees that the C-NLOPB will not be liable to any Proponent for any claims, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Proponent:

- (a) in preparing and providing a Proposal;
- (b) negotiations with the C-NLOPB, if any;
- (c) non-acceptance or rejection of a Proposal; and
- (d) cancellation of this RFP without award.

### 10.0. EVALUATION AND AWARD

10.1. The successful Proponent will be notified in writing by the C-NLOPB and notification of the outcome may be posted on the C-NLOPB's website. The C-NLOPB reserves the right to award to a Proponent whose Proposal may not represent the lowest overall cost. If a Contract results from this RFP process, it shall be awarded to the qualified Proponent whose Proposal is the most acceptable to the C-NLOPB in its sole discretion. Issuing this RFP implies no obligation on the CNLOPB to accept any Proposal in whole or in part.

10.2. The successful Proponent will be selected in the sole discretion of the C-NLOPB, based on the Mandatory Requirements set out in Appendix "B" and additional criteria specific to the Work, including, but not limited to:

- (a) ability to meet and understand C-NLOPB requirements in this RFP. Proposals will be evaluated based on the strength of understanding of C-NLOPB Work requirements as demonstrated in the Proposal;
- (b) Project Approach and Plan;

- (c) demonstrated experience auditing public sector organizations;
- (d) Overall cost of the proposal (including proposed pricing and any other costs to be incurred by the C-NLOPB);
- (e) ability to meet C-NLOPB timelines for starting and completing the work;

The criteria above are not necessarily listed in order of priority.

- 10.3 In evaluating responses to this RFP, first consideration shall be given by the Board to proposals which:
- i) provide employment for individuals resident in the Province; and
  - ii) offer services provided from within the Province / goods manufactured in the Province, where those services and goods are competitive in terms of fair market price, quality and delivery.

### **11.0. CONFIDENTIALITY**

- 11.1. The C-NLOPB will, to the extent it reasonably can and subject to its obligations under law, hold confidential any information labelled as confidential provided to it by Proponents. If for any reason information provided to the C-NLOPB should not be disclosed because of its sensitive nature, then it is incumbent upon the Proponent when supplying the information to make this clear and to specify the reasons for the information's sensitivity.
- 11.2. The successful Proponent and its respective staff may be required to sign a formal confidentiality/non-disclosure agreement relating to the protection of confidential information of the C-NLOPB to which they may have access to during the course of the Contract.
- 11.3. The successful Proponent shall not disclose or make public any statements or material acquired or produced in relation to this RFP or any subsequent Contract without the prior written permission of the C-NLOPB.

### **12.0. CONFLICT OF INTEREST**

- 12.1. Proponents shall disclose any information that might be relevant to an actual or potential conflict of interest. Proponents must warrant that, at the date of the acceptance of their Proposal, no conflict of interest exists or is likely to arise in the performance of their obligations under the Contract. If during the term of the Contract, a conflict of interest or a risk of a conflict of interest arises, the Proponent shall notify the C-NLOPB immediately in writing of that conflict or risk.

### APPENDIX “A” – SCOPE OF WORK

#### AUDITING SERVICES

In accordance with the Canada-Newfoundland and Labrador Atlantic Accord Implementation Act Accord Acts, the C-NLOPB is required to appoint an auditor for the purposes of auditing its March 31st financial statements, and to prepare a report containing an audited financial statement for submission to the federal and provincial governments no later than ninety (90) days after the expiration of the fiscal year (i.e. no later than June 30th). The C-NLOPB is seeking proposals from qualified auditing firms for the provision of auditing services encompassing:

- An examination of the records and financial statements of the C-NLOPB to express an audit opinion on the financial statements for each year ended March 31;
- Translation of the audited financial statements and audit opinion letter from English to French.
- An examination of the records and financial transactions of the C-NLOPB relating to its custodianship of security deposits in respect of interests in lands held by operators in the Newfoundland and Labrador Offshore Area to:
  - express an opinion on the C-NLOPB’s compliance with the “Procedures for the Administration of Financial Security” (a copy of these Procedures is available upon request);
  - verify the dollar value of all outstanding security deposits as of March 31; and
  - verify the existence of all outstanding security deposits as of March 31.
- An examination of the records and financial transactions of the C-NLOPB relating to its custodianship of drilling deposits:
  - express an opinion on the C-NLOPB’s compliance with the “Procedures for the Administration of Financial Security” (a copy of these Procedures is available upon request);
  - verify the dollar value of all outstanding security deposits as of March 31; and
  - verify the existence of all outstanding security deposits as of March 31
- An examination of specified procedures over financial instruments issued by project owners to address obligations with respect to R&D and education expenditures pursuant to “Guidelines for Research and Development Expenditures”.
- Attendance at virtual or in-person meetings with C-NLOPB management and the C-NLOPB Audit and Evaluation Committee to present the audit plan and to present the year-end audit results. The audit plan is typically presented in March and the year-end audit results are presented Mid-May.
- Changes in financial statement format and presentation requiring regrouping and restatement of the previous year’s comparative figures, if applicable.

## Request for Proposals (RFP)

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- Restating previous year's comparative figures as a result of changes in the application of accounting principles as required by the amendments of the CPA Handbook.
- Please provide audit approach to ensure the majority of the audit can be conducted remotely due to COVID-19.

### ADDITIONAL SERVICES

The following additional services may arise as part of each year's audit engagement:

- Advisory services, including but not limited to, explanation of changes to generally accepted auditing standards or generally accepted accounting principles; HST/GST matters; employee benefit plan obligations, etc.
- Special audits arising from the introduction of new programs as requested by the C-NLOPB

The list is not intended to be all-inclusive of the items that may be encountered. Proponents should provide hourly rates of staff members who would assist with 'additional services'.

### TERM OF ENGAGEMENT

It is expected that the successful firm will be the C-NLOPB's auditors for a period of five years, with the option to extend the contract for two additional one-year periods.

### APPENDIX "B" - MANDATORY REQUIREMENTS CHECK LIST

**Check Box to be completed and included with the Proposal.**

The Proposal package contains one (1) complete electronic copy of the RFP Proposal and related documentation

The Proposal was delivered in full on or before the Closing Date and Time

The Proposal is signed by an authorized representative of the Proponent

The Proponent has read and understood the RFP and the C-NLOPB's requirements and it's presentation is clear, professional and complete.

### APPENDIX "C" – PRICING

#### Auditing Services:

The Proposal shall contain a fixed price, inclusive of all fees, expenses and incidentals to perform the auditing services as described in Appendix "A" of this RFP. Prices quoted must be quoted in Canadian dollars, exclusive of HST.

#### Additional Services:

The Proposal shall include hourly rates for staff members to perform additional services as described in Appendix "A". Prices quoted must be exclusive of HST.

### APPENDIX "D" – STANDARD C-NLOPB CONTRACT

#### 1.0 CONTRACT FOR CONSULTING SERVICES

**THIS AGREEMENT** made the     day of                     , 2021.

**BETWEEN:**

**CANADA-NEWFOUNDLAND AND LABRADOR OFFSHORE PETROLEUM BOARD**, a board established by the joint operation of section 9 of *the Canada-Newfoundland and Labrador Atlantic Accord Implementation Act* and section 9 of the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act* (the Accord Acts), having an office at the City of St. John's in the Province of Newfoundland and Labrador,

(hereinafter called "the Board")

- and -

**XXX**, a company duly incorporated under the Laws of the Province of **XXX** and extra-provincially registered in Newfoundland and Labrador, with head office located in XXX

(hereinafter called "the Contractor")

**WHEREAS** the Board desires the expertise of a consultant to provide advice XXX;

**NOW THEREFORE** in consideration of the payments to be made hereunder and the covenants and undertakings of the Parties contained herein, the Contractor and the Board mutually agree as follows:

#### 1. CONTRACT DOCUMENTS

- (a) The following Schedules attached hereto shall form a part of this Contract:
  - (i) Schedule "A" - Scope of Work;
  - (ii) Schedule "B" - Time of Performance;
  - (iii) Schedule "C" - Compensation;

- (b) In case of a conflict between the main body of this Contract and the Schedules attached hereto, the main body of this Contract shall prevail to the extent of resolving such conflict.

### 2. THE WORK

- (a) The Contractor shall provide personnel, materials and supervision necessary to perform the work as described in Schedule "A" (hereinafter called the "Work").
- (b) The Contractor shall carry out the deliverables outlined in Schedule "A".
- (c) The Contractor shall report to the Director, XXX.
- (d) The Contractor shall have its personnel comply with the provincial COVID-19 protocols as well as related policies put in place by the Board.

### 3. TERM AND TIME OF PERFORMANCE

This Contract shall become effective upon the date first above written (hereinafter called the "Effective Date") and the Contractor shall prosecute the completion of the Work with due diligence and dispatch in accordance with Schedule "B".

### 4. COMPENSATION

- (a) The Contractor shall be reimbursed for performing the Work in Canadian funds in accordance with Schedule "C".
- (b) The Board shall have no obligation to pay the Contractor for any goods or services which are not part of the Work.

### 5. INVOICES

- (a) The Contractor shall present, in accordance with the provisions of Schedule "C", one original invoice to:

Canada-Newfoundland and Labrador Offshore Petroleum Board  
240 Waterford Bridge Road  
The Tower Corporate Campus - West Campus Hall  
Suite 7100  
St. John's, NL A1E 1E2

Attention: Director, XXX

information@cnlopb.ca  
(as the electronic means of submitting an invoice)

- (b) The Contractor's invoices shall be accompanied by such supporting documentation as may be requested by the Board.

### 6. INDEPENDENT CONTRACTOR

- (a) In the execution of the Work, the Contractor shall operate as an independent contractor.
- (b) Nothing in this Contract shall be construed to constitute the Contractor the agent, representative or employee of the Board.
- (c) The Contractor hereby covenants and agrees to indemnify and save harmless the Board from all costs and expenses arising out of any claim or liability by reason that the Contractor is considered an agent, representative or employee of the Board.

### 7. AMENDMENTS

This Contract may only be amended, supplemented or otherwise modified by the written agreement of the parties.

### 8. TERMINATION

- (a) It is agreed that either party has the right, in the exercise of its absolute discretion, to terminate this Contract at any time, subject to Clause 18, by giving at least seven (7) days written notice to that effect to the other party.
- (b) The termination of this Contract will not affect the rights of the parties hereto which have accrued prior to the date of termination and shall not relieve any party from its obligations which may have arisen prior to the date of such termination, nor shall such termination affect such rights, remedies or obligations preserved under Clause 18.
- (c) Subject to all other terms and conditions of this Contract, if this Contract is terminated, the Contractor shall be entitled to full payment proportionate to the part of the Work done by the Contractor up to the effective date of the termination in accordance with Schedule "C".
- (d) The Board shall not be held liable for damages or loss of profits on account of the termination in accordance with this Contract.

### 9. CONFIDENTIAL INFORMATION

- (a) For the purposes of this Contract:
- (i) “Confidential Information” shall mean any and all information, data or know-how, whether technical or non-technical, as well as any sample or model, that is disclosed pursuant to this Contract by the Board (in whatever form communicated or maintained, whether written, oral, electronic or otherwise) including, without limitation, any knowledge or information relating to corporate documents, records, registers, notices, minutes or any other corporate information relating to the operations, business, financial affairs, products, services, projects, technologies, facilities, inventions, creations or intellectual properties of the Board; and
  - (ii) Except as required by applicable federal, provincial or local law or regulation, the term “Confidential Information” as used in this Contract shall not include information that:
    - a. at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Contract by the Contractor or any of its employees, subcontractors or agents;
    - b. at the time of disclosure is, or thereafter becomes, available to the Contractor on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Contractor by a legal obligation;
    - c. was known by or in the possession of the Contractor or its employees, subcontractors or agents, as established by documentary evidence, prior to being disclosed by or on behalf of the Board pursuant to this Contract; or
    - d. was or is independently developed by the Contractor, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Confidential Information.
- (b) The Contractor agrees to keep confidential all Confidential Information or data which has been made available or is hereafter made available to the Contractor by the Board or which results from the Contractor's Work for the Board.

- (c) The Contractor agrees not to disclose any Confidential Information referred to in paragraph 9(b) to others without the prior written approval of the Board.
- (d) The Contractor agrees not to use the Confidential Information presented hereunder for any other purposes than to perform the Work in accordance with this Contract.
- (e) The Contractor shall give the Board such other assurances and enter into such additional secrecy or other agreements as may be necessary or appropriate to give full effect to the intent and purpose of this Contract.
- (f) All information regardless of its form, including without limitation, electronic data, reports, opinions, or other pertinent papers prepared by the Contractor and arising from this Contract, and all intellectual property rights therein, are the sole property of the Board and may be used by the Board at its discretion.
- (g) Upon termination of the Contract, the Contractor will relinquish to the Board all originals and copies of the Confidential Information referred to in paragraph 9(b), unless otherwise agreed to by the Director of XXX at the Board, and shall remove all electronic information from the data systems of the Contractor. The Contractor shall provide the Board with written confirmation that this term of the Contract been complied with by the Contractor.

### **10. ASSIGNMENT**

- (a) Neither this Contract nor any of the rights, duties or obligations under this Contract is assignable or transferable by a party without the prior written consent of the other party, which consent may not unreasonably be withheld. Any attempt to assign any of the rights, duties or obligations in this Contract without such written consent is void.
- (b) Notwithstanding that the Contractor may assign or subcontract any of the Work as provided above in subclause 10(a), the Contractor shall remain solely liable and responsible to the Board for the performance of this Contract.

### **11. COMPLIANCE WITH LAW**

- (a) The Contractor shall observe and comply with, and shall ensure that its employees, subcontractors and agents observe and comply with, all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, provincial, municipal, and local governing bodies having jurisdiction over the Work.

- (b) The Contractor shall indemnify and save harmless the Board from and against any and all liabilities and penalties resulting from any non-compliance or violation by the Contractor, its employees, agents and subcontractors of such laws, ordinances, codes and regulations.

### 12. RELEASE OR PUBLICATION

- (a) The Contractor shall not release or disclose to a third party any results or information, including Confidential Information, relating to the Work to be performed by the Contractor hereunder without the prior written consent of the Board.
- (b) The Contractor shall not use the name of the Board in any advertising or promotional material or publicity release relating to the Work, or the results thereof without the prior written consent of the Board, which consent may be arbitrarily withheld.
- (c) All materials, files and images produced or generated by the Contractor as a result of this Contract are the exclusive property of the Board and may be reproduced by the Board at its discretion.

### 13. LIABILITY AND INDEMNIFICATION

- (a) Subject to subclauses (b), (c) and (d) hereof, the Contractor shall:
  - (i) be liable to the Board for all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which the Board may suffer, sustain, pay or incur; and, in addition,
  - (ii) indemnify the Board against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by the Board;

as a result of or in connection with the performance, purported performance or non-performance of the provisions of this Contract including the Work hereunder by the Contractor, its employees, agents, affiliates, or subcontractors excluding any such actions, proceedings, claims, demands, losses, costs, damages and expenses to the extent that they are sustained, paid or incurred by reason of or are otherwise attributable to the negligence or willful acts or omissions of the Board or its agents, employees or subcontractors.

- (b) The Contractor's liability to the Board for any reason and upon any cause of

action, whether sounding in tort, contract, or any other legal theory, shall at all times and in the aggregate be limited to the total Compensation in Schedule “C” herein.

- (c) Neither party shall be liable for any exposure to, transmission of, or infection with COVID-19 by the other party or their employees, agents, affiliates, or subcontractors arising from or in connection with the Work, including but not limited to, any attendance by the Contractor, its employees, agents, affiliates or subcontractors at the Board’s premises.
- (d) Neither party shall be liable for any indirect or consequential damages or losses suffered by the other party including loss of anticipated profits or business whether such damages are based in contract, tort or otherwise.
- (e) Except as otherwise expressly provided in this Contract, the Parties do not intend that this Contract benefit or create any legal or equitable right, remedy or cause of action in, or on behalf of, any third-party and no person or entity, other than a party to this agreement, is entitled to rely on the provisions of this agreement in any proceeding.

#### **14. INSURANCE COVERAGE**

- (a) The Contractor shall place and keep at its own expense the following insurance in force during the term of this Contract and such insurance shall not act as a limitation of the Contractor's obligations or liability hereunder:
  - (i) Employment Insurance and Workers' Compensation covering all the Contractor's employees engaged in the Work in accordance with the statutory requirements of the province having jurisdiction;
  - (ii) Automobile Liability Insurance covering all motor vehicles owned, non-owned, or licensed or hired by the Contractor and used in the performance of the Work as required by the applicable Provincial Transportation Act;
  - (iii) Aircraft Liability Insurance, where the Contractor owns an aircraft or uses an aircraft for the Work, covering owned, non-owned or hired aircraft with an inclusive limit of not less than Five Million Dollars (\$5,000,000.00) for bodily injury to or death of, any one person, or property damage as a result of any one accident.
- (b) The Contractor shall use its best efforts to require its subcontractors to comply with all applicable Employment Insurance and Workers' Compensation legislation and to obtain and continuously carry during the period in which such subcontractors are engaged in the Work, insurance at least equivalent to that set

out above.

- (c) The Contractor shall provide, at its own expense, any other insurance which it is required by law to provide.
- (d) Where required in writing by the Board, the Contractor shall present duplicate certificates which show that the above insurance is in effect, and which provide for thirty (30) days' prior written notice to the Board from the insurer of material changes, cancellation or renewal.

### 15. NOTICES

Except as otherwise provided for in this Contract, all notices authorized or required to be given pursuant to this Contract shall be in writing, and either delivered by hand, mailed by registered or certified first class airmail, postage prepaid, or sent by telecommunication as follows:

BOARD: Canada-Newfoundland and Labrador Offshore Petroleum Board  
240 Waterford Bridge Road  
The Tower Corporate Campus - West Campus Hall  
Suite 7100  
St. John's, NL A1E 1E2

Attention: XXX  
Director, XXX

Telephone: (709) 778-XXXX  
E-mail: XXX@cnlopb.ca

CONTRACTOR: XXX

Attention: XXX

Telephone: XXX  
E-mail: XXX

Any such notice shall be deemed to have been given and received, if delivered by hand, on the day on which it was delivered, or, if mailed, on the day of receipt, or, if sent by telecommunication, on the first business day following the day it was dispatched. No party shall mail any notice hereunder during any period in which Canadian postal workers are on strike or if any such strike is imminent and may be anticipated to affect

normal delivery thereof. A party may change its address for the receipt of notice at any time by giving notice thereof to the other party.

### 16. MISCELLANEOUS PROVISIONS

- (a) This Contract shall be governed by, and the legal relations between the parties shall be construed and applied in accordance with, the laws of the Province of Newfoundland and Labrador.
- (b) The courts having exclusive jurisdiction with respect to all matters directly or indirectly relating to this Contract shall be the courts of the Province of Newfoundland and Labrador without regard to conflict of laws principles that would require the application of the laws of another jurisdiction.
- (c) This Contract shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (d) Time is of the essence herein.
- (e) Either party shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of either of the excused party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather, or other act of God, or shortage of labour or fuel or raw materials, or interruption caused by strikes, lockouts, labour controversies, or other factors beyond the reasonable control of the Board or the Contractor.
- (f) Wherever there is provided in this Contract a time limitation for performance by the Board or the Contractor of any act or obligation, the time provided for shall be extended for as long as and to the extent the delay in complying with such limitation is due to an occurrence described in 16(e) herein.
- (g) No waiver by either party hereto of any breach of any of the covenants herein contained shall take effect or be binding upon that party unless the same be expressed in writing and signed by a duly authorized representative of such party and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.
- (h) Clause headings and any other headings or captions hereto shall not be used in any way in construing or interpreting any provision hereof.

- (i) If any covenant, obligation, agreement, term or condition of this Contract or the application thereof to any person or circumstances is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Contract or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement term and condition of this Contract shall be separately valid and enforceable to the fullest extent permitted by law.
- (j) Each party will, at the request of the other party, execute and deliver such additional documents and other assurances and perform or cause to be performed such further and other acts or things as may be reasonably required to give effect to and carry out the terms of this Contract.
- (k) Except as otherwise expressly provided in this Contract, all costs and expenses incurred in connection with this agreement and the matters or transactions contemplated herein are to be paid by the party incurring such costs and expenses. If this Contract is terminated, the obligation of each party to pay its own costs and expenses will be subject to any rights of such party arising from a breach of this Contract by the other party or parties.

### **17. FORCE MAJEURE**

Wherever there is provided in this Contract a time limitation for performance by the Board or Contractor of any Work, the time provided for shall be extended for as long as and to the extent the delay in complying with such limitation is due to an act of God, governmental control, interruption caused by strikes, lockouts, labour controversies, fire or other casualties, accidents, injuries, or other factors beyond the reasonable control the Board of the Contractor.

### **18. CONTINUING OBLIGATIONS**

The provisions of Clauses 4, 6, 8, 9, 10, 11, 12, 13 and subclauses 16(a), (b), (c) and (i) shall survive the termination of this Contract.

### **19. SCENT FREE POLICY**

The Contractor agrees that any employees, subcontractors or agents who attend the Board will respect the Board's scent free office environment.

### 20. ENTIRETY OF AGREEMENT

This Contract constitutes the entire agreement and supersedes all prior agreements, understandings, negotiations and discussions relating to the subject matter thereof, whether oral or written. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties relating to the subject matter hereof except as specifically set forth in this agreement. Neither party has relied or is relying on any other information, discussions or understandings in entering into this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

Canada-Newfoundland and Labrador  
Offshore Petroleum Board

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XXX

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**SCHEDULES**

Schedule "A" - Scope of Work

Schedule "B" – Time of Performance

Schedule "C" - Compensation

**Schedule "A" –SCOPE OF WORK**

**General Requirements**

**Deliverables:**

### Schedule "B" – TIME OF PERFORMANCE

1. The Contract start date is the Effective Date. The term of the contract is up to and including XXX.



### ***(c) Transportation***

The standard for car rental is mid-size. The Contractor is responsible for the insurance coverage on any car rental and the payment to the rental agency. The Contractor shall invoice the Board for reimbursement of this cost by providing a copy of the invoice from the respective rental agency.

### ***(d) Per Diem***

The Contractor shall be entitled to a daily allowance to cover the cost of meals and incidental expenses. The rate shall be in accordance with that of the National Joint Council for the time and place of work.

### ***(e) Combining Personal and Business Travel***

The Contractor may combine personal travel with travel on business, provided particular care is paid to properly segregate the personal portion from the business portion of expenses and there is no increased cost to the Board.

## **3. OTHER EXPENSES**

On an as needed basis, reasonable and appropriate expenses for hosting meetings with external parties necessary to carry out the Work may be claimed by the Contractor for reimbursement.

## **4. INVOICES AND RECEIPTS**

Invoices shall be accompanied by such supporting documentation as may be requested by the Board and shall be submitted at the end of each month during the course of this Contract for Services.