

CONTRACT NUMBER: XXX

THIS CONTRACT MADE EFFECTIVE THE XX DAY OF XX, 20XX.

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*, having an office at the City of St. John's, in the Province of Newfoundland and Labrador, Canada

(the "Regulator")

-and-

CONTRACTOR NAME, a company duly incorporated under the laws of [Province/State][and extra-provincially registered in Newfoundland and Labrador IF APPLICABLE], with its head office located in [City, Province/State, Country]

(the "Contractor")

(each a "Party", and collectively, the "Parties")

WHEREAS:

- A. The Regulator desires to retain the Contractor to perform the work as specified in Schedule "A".
- B. The Contractor has agreed to perform the work upon the terms and conditions set out in this Contract.

NOW THEREFORE in consideration of the payments to be made hereunder and the covenants and undertakings of the Parties contained herein, the sufficiency and receipt of which is hereby acknowledged, the Regulator and the Contractor 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; and
 - (iii) Schedule "C" Compensation.
- (b) In case of a conflict an inconsistency 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” (the “Work”).
- (b) The Contractor shall carry out the deliverables outlined in Schedule “A”.
- (c) The Contractor shall report to the Director, **Department Title**.
- (d) The Contractor shall have its personnel comply with the provincial COVID-19 protocols as well as related policies put in place by the Regulator, if any.

3. TERM AND TIME OF PERFORMANCE

This Contract shall become effective upon the date first above written (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 Regulator 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 - Suite 7100
The Tower Corporate Campus - West Campus Hall
St. John’s, NL A1E 1E2
Canada

Attention: Director, **Department Title**
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 Regulator.

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 Regulator.
- (c) The Contractor hereby covenants and agrees to indemnify and save harmless the Regulator 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 Regulator.

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 17, 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 17.
- (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 Regulator 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 Regulator (in whatever form communicated or maintained, whether written, oral, electronic or otherwise) or that results from the Contractor's Work for the Regulator, 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 property of the Regulator; 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 Regulator 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 which has been made available or is hereafter made available to the Contractor by the Regulator or which results from the Contractor’s Work for the Regulator.
- (c) The Contractor agrees not to disclose any Confidential Information to others without the prior written approval of the Regulator.
- (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 Regulator 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. In addition, in handling Confidential Information of the Regulator, whether to perform such obligations, the Contractor shall use the same degree of care that it uses to protect its own confidential information and/or materials of similar value, but in no event less than the ordinary degree of care required by law to preserve the secrecy of information that under such law is deemed confidential.
- (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 Regulator and may be used by the Regulator at its discretion.

- (g) Upon termination of the Contract, the Contractor shall relinquish to the Regulator all originals and copies of the Confidential Information unless otherwise agreed to by the Director, **Department Title** of the Regulator. The Contractor shall also confirm to the Regulator that electronic copies or versions of Confidential Information have been removed from its electronic systems, from its devices, or from media or from any locations used to store such information, including, without limitation, any remotely stored copies, any back-up copies, any archived copies or any copies that can be restored or recovered at the first opportunity. The Contractor shall provide the Regulator with written confirmation that this term of the Contract has 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 paragraph 10(a), the Contractor shall remain solely liable and responsible to the Regulator 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 Regulator 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 Regulator.
- (b) The Contractor shall not use the name of the Regulator in any advertising or promotional material or publicity release relating to the Work, or the results thereof without the prior written consent of the Regulator, 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 Regulator and may be reproduced by the Regulator at its discretion.

13. LIABILITY AND INDEMNIFICATION

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

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 Regulator or its agents, employees or subcontractors.

- (b) The Contractor's liability to the Regulator 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 Regulator'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 Contract, is entitled to rely on the provisions of this Contract 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 coverage to cover all the employees of the Contractor 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 applicable provincial legislation;
 - (iii) aircraft liability insurance, where the Contractor owns an aircraft or uses an aircraft for the Work, covering owned, non-owned, or licensed 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 insurance at least equivalent to that set out above during the period in which such subcontractors are engaged in the Work.
- (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 Regulator, 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 Regulator 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, registered mail, or electronic means as follows:

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

Attention: Director, **Department Title**

E-mail: xxx@cnlopb.ca

CONTRACTOR: **Contractor Name**
 Address

 Attention: **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 electronic means, 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 and Canada.
- (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 enure 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) Neither Party shall 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 Regulator or the Contractor.
- (f) Wherever there is provided in this Contract a time limitation for performance by the Regulator 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 Contract 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. CONTINUING OBLIGATIONS

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

18. SCENT-FREE POLICY

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

19. 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 Contract. Neither Party has relied or is relying on any other information, discussions or understandings in entering into this Contract.

By signing this Contract, the Regulator and the Contractor agree to the terms and conditions contained herein.

**Canada-Newfoundland and Labrador
Offshore Petroleum Board**

Signature

Date

Contractor Name

Signature

Date

SCHEDULES

Schedule "A" - Scope of Work

Schedule "B" - Time of Performance

Schedule "C" - Compensation

FOR REFERENCE ONLY

Schedule "A" - SCOPE OF WORK

General Requirements

[to be inserted by drafter]

Deliverables

[to be inserted by drafter]

FOR REFERENCE ONLY

Schedule "B" - TIME OF PERFORMANCE

1. The Contract start date is the Effective Date. The term of the contract is up to and including [month, day, year].

FOR REFERENCE ONLY

SCHEDULE "C" – COMPENSATION

1. FEE FOR THE WORK

The total cost of the Contract, including remuneration and expenses, shall not exceed \$XXX CAD, **exclusive or inclusive** of HST, and is inclusive of all permitted expenses unless otherwise agreed to in writing by the Parties.

SECTIONS 2, 3 AND 4 BELOW CAN BE DELETED IF NOT APPLICABLE.

2. TRAVEL

Travel necessary to execute the scope of work may be arranged through the Regulator's travel agent to be used to book travel arrangements for business travel, including all changes and cancellations. Such hotel and airfare expenses made through the travel agent will be billed directly to the Regulator. Alternately, the Contractor may arrange travel and bill it to the Regulator along with the corresponding work.

(a) **Airfare**

The standard for air travel in Canada is the lowest fare economy class. Where a higher fare class is intended to be booked, the Contractor must document the difference between that fare class and the lowest possible fare, together with the reasons why the higher fare class is necessary, and receive prior approval from the Director of Administration and Industrial Benefits Department for the higher fare.

Business class air travel may be authorized for overnight international air travel and in situations where continuous travel time exceeds nine (9) hours from time of departure to time of arrival, unless there is an overnight stop during the travel time.

(b) **Hotel**

The standard for hotel room rental is three or four star accommodation (moderately priced) single room with private bath. Where available, the government rate (provincial or federal) should be requested.

(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 Regulator 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 Regulator.

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 Regulator and shall be submitted at the end of each month during the course of this Contract.

FOR REFERENCE ONLY