

**STANDARD COMMERCIAL TERMS AND CONDITIONS  
FOR CONSULTING SERVICES**

BP-2-11  
September 25, 2017  
(Rev 8)

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## 1. Definitions

- 1.1. In addition to terms defined elsewhere herein, each of the following terms will have the meaning set out in this section 1.1.
- (a) “Applicable Laws” means all applicable federal, provincial, state and municipal laws, by-laws, codes, rules, regulations and statutes, and all orders, orders-in-council, decisions, injunctions, directives, rulings and writs of any court, tribunal, arbitrator, Governmental Authority or other person having jurisdiction, including legally enforceable policies and guidelines of any Governmental Authority having jurisdiction.
  - (b) “Bruce Power” means Bruce Power L.P., a limited partnership existing under the laws of the Province of Ontario.
  - (c) “Bruce Power Group” means Bruce Power L.P., its general and limited partners and each of their respective (i) officers; (ii) directors; (iii) partners; and (iv) shareholders.
  - (d) “Bruce Power Intellectual Property” means Intellectual Property that is owned by or licensed to Bruce Power prior to the Contract Effective Date or during the Term.
  - (e) “Bruce Power Nuclear Generating Station” means the nuclear power facility located in the Municipality of Kincardine, Ontario.
  - (f) “Business Day” means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
  - (g) “Change Order” means a written amendment to the Contract signed by Bruce Power and Consultant (which shall be deemed incorporated into and forming part of the Contract), substantially in the form of Schedule A, Exhibit 2), to which is appended an executed Request for Change Order, stating the agreement of the Parties on a change in the Services, together with the resulting adjustments, if any, in the Contract.
  - (h) “Commodity Taxes” means all Taxes levied on or measured by, or referred to as HST, value-added, consumption, sales, use, transfer, land transfer, registration charges, gross receipt, turnover, excise or stamp, as well as all Customs Duties.
  - (i) “Confidential Information” means any information relating to or disclosed in the course of the Contract, which is or should be reasonably understood to be confidential or proprietary to the disclosing Party (including third party information provided to disclosing Party in confidence). Confidential Information will not include information (a) already lawfully known to the receiving Party without obligation of confidentiality, (b) disclosed in published materials without fault of the receiving Party, (c) generally known to the public without fault of the receiving Party, (d) lawfully obtained from a third party not under any obligation to maintain the confidentiality of either Party, (e) required by Applicable Law or regulations to be released, or (f) independently developed

by the receiving Party, if the person or persons developing the same have not had access to relevant proprietary information of the disclosing Party.

- (j) “Consultant” means the individual, firm, partnership, corporation, joint venture, or other entity however designated or constituted with whom Bruce Power has entered into a Contract, as specified in the Purchase Order.
- (k) “Consultant Background Intellectual Property” means Intellectual Property that is owned by or licensed to Consultant or Subcontractors prior to the Contract Effective Date or during the Term, independently from the Contract. Consultant Background Intellectual Property excludes Foreground Intellectual Property.
- (l) “Consultant Staff” is defined in section 1.2(a)(i) of Schedule D.
- (m) “Consultant Staff Rate” is defined in section 1.2(a)(i) of Schedule D.
- (n) “Contract” is defined in section 1.7.
- (o) “Contract Effective Date” is defined in section 27.9.
- (p) “Contract Price” is defined in section 3.1.
- (q) “Costs” means any out-of-pocket, direct costs or expenses to be paid by one Party pursuant to the Contract, including any third party costs and fees.
- (r) “CPA” is defined in section 7.2.
- (s) “Customs Duties” means customs duties, countervail, anti-dumping, special import measures or import or export taxes, plus any interest or penalties, including any administrative monetary penalties or similar penalties imposed by any Governmental Authority.
- (t) “Defect” or “Defective” means any aspect of the Services that fails to comply with, or conform to, the requirements of the Contract, including Applicable Laws, Required Practices or OPEX, whether or not such non-compliance or non-conformances occur, or are discovered, prior to or during the Warranty Period.
- (u) “Deliverable” means any item delivered, or to be delivered, by Consultant to Bruce Power under the Contract. If the Deliverables include any item(s) of software, then the Deliverables will be deemed to include, in both source code and object code forms, the final version and all preliminary versions of the software and all routines and subroutines, as well as all program material, flowcharts, models, notes, outlines, work papers, descriptions and other documents created or developed in connection therewith, the resulting screen formats and other visual effects of the software, unless otherwise specified in the Contract.
- (v) “Dispute” is defined in section 27.10(a).
- (w) “ETA” means Part IX of the *Excise Tax Act* (Canada).

- (x) “Event of Default” is defined in section 23.2.
- (y) “Fixed Price” means the fixed price for the Fixed Price Services, as more particularly set out in section 3.1 and as may be adjusted by Change Order or Change Directive.
- (z) “Fixed Price Services” means the portion of the Services paid for on a Fixed Price.
- (aa) “Force Majeure Event” means any act, event, cause or condition that is beyond the affected Party’s reasonable control and that results in such Party being unable, wholly or partially, to perform or comply with its obligations (other than a payment obligation) under the Contract or being delayed in its performance of its obligations (other than a payment obligation) under the Contract.
- (bb) “Foreign National” means a person who is not a Canadian citizen or permanent resident of Canada.
- (cc) “Foreground Intellectual Property” means Intellectual Property that is created, developed or acquired by or on behalf of Consultant in connection with or in the course of the performance of the Services, including improvements to Bruce Power Intellectual Property licenced to Consultant under section 17.1(a) and improvements to Consultant Background Intellectual Property created, developed or acquired by or on behalf of Consultant in connection with the Services.
- (dd) “Good Engineering Practices” means any of the practices, methods and activities adopted by a significant portion of the North American electric generating industry as good practices applicable to, as the context in the Contract requires, the refurbishment, asset management, operation, or all of the foregoing, of nuclear generating facilities of similar design, size and capacity of the units or any of the practices, methods or activities which, in the exercise of skill, diligence, prudence and judgment by a prudent nuclear electric generator in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition, Applicable Laws and the requirements of the Contract (including the applicable permits, drawings and specifications).
- (ee) “Governmental Authority” means (i) any federal, provincial, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing exercising or entitled to exercise any contractual, administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; or (ii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.
- (ff) “HST” means the harmonized sales tax and goods and services tax as imposed under the ETA.

- (gg) “Human Performance Program” is defined in section 27.15(a).
- (hh) “includes” or “including” means “includes without limitation” or “including without limitation” respectively.
- (ii) “IESO” means Bruce Power’s counterparty to the Amended and Restated Bruce Power Refurbishment Implementation Agreement dated as of December 3, 2015, as may be amended or supplemented from time to time, currently being the Independent Electricity System Operator.
- (jj) “Intellectual Property” means trade-marks, service marks, certification marks, official marks, trade names, trade dress, distinguishing guises and other distinguishing features used in association with wares or services, whether or not registered or the subject of an application for registration and whether or not registrable, and associated goodwill; inventions, processes, articles of manufacture, compositions of matter, business methods, formulæ, developments and improvements, whether or not patented or the subject of an application for patent and whether or not patentable, methods and processes for making any of them, and related documentation (whether in written or electronic form) and know-how; software in source code or object code form, documentation, literary works, artistic works, pictorial works, graphic works, musical works, dramatic works, audio visual works, performances, sound recordings and signals, including their content, and any compilations of any of them, whether or not registered or the subject of an application for registration and whether or not registrable; domain names, whether registered primary domain names or secondary or other higher level domain names; industrial designs and all variants of industrial designs, whether or not registered or the subject of an application for registration and whether or not registrable; and trade secrets, technical expertise, and research data and other Confidential Information.
- (kk) “ITA” means the *Income Tax Act* (Canada) and the *Income Tax Regulations*, as amended from time to time.
- (ll) “Losses” means any and all claims, demands, losses, liabilities, damages, obligations, payments, fines and penalties, and Costs, including accrued interest thereon, and the cost and expenses of any and all related actions, suits, proceedings, assessments, judgments, settlements and compromises, and reasonable lawyers’ fees and disbursements.
- (mm) “OPEX” is defined in section 2.5.
- (nn) “Party” means Bruce Power or Consultant and “Parties” means Bruce Power and Consultant.
- (oo) “Personal Information” includes any information, recorded or not, about an identifiable individual. This includes information in any form, including information such as: age, name, ID numbers, income, ethnic origin, blood type, opinions, evaluations, comments, social status, credit records, loan records, medical records, existence of a dispute between a consumer and a merchant and intentions (for example, to acquire goods or services, or change jobs). Personal

Information expressly excludes the name, title, business address or telephone number of an employee of an organization.

- (pp) “Practice” means use, modify, combine, amend, offer for sale, adapt, refine, derive, incorporate, embed, reproduce, or replicate.
- (qq) “Prime Rate” means the rate of interest per annum established and reported by the Bank of Nova Scotia to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank of Nova Scotia charges to its customers for Canadian dollar commercial loans made in Canada.
- (rr) “Proposing Party” is defined in section 14.2(a).
- (ss) “Purchase Order” means the purchase order issued by Bruce Power and executed and delivered by Consultant and Bruce Power in which these Terms and Conditions are referenced, as such purchase order may, from time-to-time, be amended, restated or supplemented by written agreement of the Parties.
- (tt) “Reimbursable Expenses” is defined in section 2.1 of Schedule D.
- (uu) “Request for Change Order” means a written request for a change in the Services together with any resulting adjustments, if any, in the Contract, reasonably required to accommodate the change issued by Bruce Power in accordance with section 14.1(a) or submitted by Consultant in accordance with section 14.1(b) and, in each case, substantially in the form attached as Schedule A, Exhibit 1.
- (vv) “Required Practices” means the standard of care, skill and diligence that would be provided by a qualified, prudent and independent party with significant knowledge and experience in providing services and work similar to that required by the Contract to owners and/or operators of nuclear generating facilities in Canada in respect of undertakings which are similar in size, magnitude and complexity to the Services under the same or similar circumstances, including facilities or structures of similar design and type to those at the Site, and taking into account Good Engineering Practices.
- (ww) “Reviewing Party” is defined in section 14.2(a).
- (xx) “Services” means all the services to be performed by Consultant under the Contract, as specified in the Statement of Services or elsewhere in the Contract, and includes the delivery of all Deliverables.
- (yy) “Site” means the land or actual place designated by Bruce Power in the Contract for the performance of the Services. If no such place is otherwise designated in the Contract the Site is the Bruce Power Nuclear Generating Station.
- (zz) “Statement of Services” is defined in section 1.7(c).
- (aaa) “Subcontractor” means an individual, firm, partnership, corporation, joint venture or other entity, however designated or constituted, having a contract with Consultant for provision to Consultant of any part of the Services.

- (bbb) “Taxes” means all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind whatsoever, whether direct or indirect, together with all interest, penalties, fines, additions to tax or other additional amounts, imposed by any Governmental Authority.
- (ccc) “Term” is defined in section 27.9.
- (ddd) “Terms and Conditions” means these Standard Commercial Terms and Conditions for Consulting Services, as amended, restated, supplemented or otherwise modified from time to time by written agreement of the Parties.
- (eee) “Time and Materials Services” means the portion of the Services paid for on a time and materials basis.
- (fff) “Travel Expenses” is defined in section 2.3(a) of Schedule D.
- (ggg) “Warranty Period” is defined in section 15.1(b).
- (hhh) “Withholding Taxes” means Taxes that Bruce Power is required by any Applicable Laws to deduct, withhold and remit from any fees or other amounts paid or credited or under the Contract or in respect of the Services, including all Taxes required to be withheld and remitted under Part XIII of the ITA, or under section 105 of the Income Tax Regulations, in respect of amounts paid or credited to a non-resident of Canada.
- (iii) “WSIB” is defined in section 16.1(b).

## 1.2. **Headings**

The division of the Contract into sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of the Contract.

## 1.3. **Gender and Number**

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

## 1.4. **Statutes**

Any reference in the Contract to a statute or to a regulation or rule promulgated under a statute or to any provision of a statute, regulation or rule will be a reference to the statute, regulation, rule or provision, as amended, re-enacted or replaced from time to time.

1.5. **Schedules**

The following schedules form an integral part of the Contract, and are used in connection with the administration of the Contract, regardless of whether any schedule is referenced in the terms of the Contract.

<b>Schedule</b>	<b>Description</b>
Schedule A	Change Forms
Schedule B	Change Directive Form
Schedule C	Supplier Code of Conduct
Schedule D	Labour Rates and Other Compensation Details

1.6. **Business Days**

Whenever any action or payment to be taken or made under the Contract is mandated to be taken or made on a day other than a Business Day, then such action or payment will be made or taken on the next succeeding Business Day.

1.7. **Order of Precedence**

For the purposes of interpretation of the Contract, the following documents will have a descending order of precedence:

- (a) the Purchase Order;
- (b) these Terms and Conditions; and
- (c) any other document(s) (the “**Statement of Services**”) referenced in the Purchase Order which describe, among other things, scope of Services, deadlines, deliverables, assumptions, location of the Services, responsibilities of the Parties, key personnel, fees/rates, estimates, expenses, technical specifications or any quality assurance/program requirements, other than the request for proposal;

provided that any document executed subsequently to any other document may override a prior document, to the extent such subsequently executed document expressly so provides (collectively, a “**Contract**”).

2. **General Obligations of Consultant**

2.1. **Compliance**

Consultant will perform the Services in accordance with all Applicable Laws, and requirements of the Contract.



## 2.2. **Immigration Clearance**

- (a) Consultant shall be responsible for obtaining, at Consultant's sole Cost, immigration visas for all foreign Consultant Staff or Subcontractor personnel performing the Services. Notwithstanding the foregoing, as required by Bruce Power, at Bruce Power's sole discretion, Bruce Power may (but is in no way required to) coordinate with and obtain from Citizenship and Immigration Canada, immigration work visas for one or more foreign Consultant Staff or Subcontractor personnel performing the Services.
- (b) Consultant shall comply, in a timely manner, with all requests for documentation and information related to obtaining immigration work visas, as may be made by Bruce Power or its personnel acting on its behalf in immigration matters.

## 2.3. **Licenses and Certificates**

Consultant is responsible for obtaining and complying with all licences, permits and certificates necessary for the performance of the Services. Consultants offering professional engineering services will have a Certificate of Authorization issued under the *Professional Engineers Act* (Ontario) and Consultants offering architectural services will have a Certificate of Practice issued under the *Architects Act* (Ontario).

## 2.4. **Schedule for the Services and Reporting**

- (a) Consultant will diligently endeavour to complete the Services in accordance with the schedule for the Services as set out in the Purchase Order or elsewhere in the Contract. If necessary, Consultant will increase the level of effort and resources necessary to ensure the schedule for the Services is maintained, subject to obtaining Bruce Power's written authorization prior to performing the Services in excess of any applicable price or funding limitations of the Contract.
- (b) Consultant will provide to Bruce Power progress report(s) in such form and detail as Bruce Power may reasonably request, showing the progress of the Services to the end of the preceding month or week, as determined by Bruce Power. Such report will also include: a summary of the costs to date, estimated cost to completion of the Services, an explanation of any variance from its original estimate regarding cost and schedule, and Consultant's corrective action plan to eliminate or mitigate such variances.
- (c) Consultant will notify Bruce Power immediately upon (i) having expended or committed eighty (80%) percent of the Contract Price in the case of Fixed Price Services or (ii) completion of eighty (80%) percent of the Services, in the case of Time and Materials Services.

## 2.5. **Operating Experience**

- (a) Consultant shall, in accordance with Required Practices, incorporate into its performance of the Services, all project management, engineering and operating experience provided by Bruce Power and that is collected during the performance of the Services or work for third parties ("**OPEX**"), reasonably available, and reasonably applicable to the scope of the Services.

- (b) Consultant shall record OPEX collected during the performance of the Services and provide such OPEX to Bruce Power and shall provide to Bruce Power OPEX collected during the performance of work for Third Parties that is reasonably applicable to Bruce Power. Notwithstanding any other provision in the Contract, any document developed in relation to OPEX incorporated into the Services or collected during the course of the Services, may be disclosed by Bruce Power to any person, provided Bruce Power makes commercially reasonable efforts to ensure sensitive commercial information that is not otherwise owned or licensed by Bruce Power pursuant to the Contract, is removed or redacted prior to disclosure of such OPEX.

**2.6. Consultant Review of Documentation**

Consultant will review the scope of the Services of each Purchase Order, and all documents and drawings, if any, issued to Consultant by Bruce Power with respect to the Services, and will report promptly to Bruce Power any error, inconsistency, or omission Consultant may discover. Consultant will perform such review to the best of Consultant's knowledge, information, and belief. Consultant does not assume any responsibility to Bruce Power for the accuracy of the review. If Consultant does discover any error, inconsistency, or omission in such documents or drawings, Consultant will not proceed with the portion of the Services affected until Consultant has received corrected or missing information from Bruce Power or until instructed to proceed by Bruce Power.

**2.7. Notifications**

Consultant will notify Bruce Power immediately upon the occurrence of:

- (a) any actual or threatened objection, grievance or dispute with respect to the Contract by, to, or on behalf of labour employed to perform the Services or any union in connection with the performance of the Contract;
- (b) physical injury (including death) to any Consultant Staff or Subcontractor personnel incurred while performing Services; and
- (c) damage to any property owned or leased by Bruce Power occasioned during or in relation to the performance of the Services.

**2.8. Return of Bruce Power Property**

- (a) Upon termination or expiry of the Contract, Consultant will:
  - (i) immediately return all security passes, data, records, samples, prototypes, drawings, documentation, Confidential Information, equipment/tools/materials and other Bruce Power property provided to Consultant; and
  - (ii) deliver all Deliverables to Bruce Power whether complete or incomplete.
- (b) Consultant will provide a certificate of an officer of Consultant certifying as to the return of all Confidential Information to Bruce Power.

### **3. Fees and Expenses**

- 3.1. The contract price, which excludes HST, is the sum of:
  - (a) in respect of the portion of the Services that are Fixed Price Services, the Fixed Price; and
  - (b) in respect of portion of the Services that are Time and Materials Services, the total fees and expenses directly and properly incurred by Consultant in the performance of the Time and Materials Services in accordance with Schedule D,  
  
(the “**Contract Price**”).
- 3.2. HST is payable by Bruce Power on the Contract Price to Consultant.
- 3.3. All amounts in the Contract are in Canadian funds, unless expressly noted otherwise.
- 3.4. The Fixed Price portion of the Contract Price is only subject to adjustment upon execution of a Change Order.
- 3.5. Bruce Power will pay Consultant the fees and other amounts payable as set forth in the Contract plus HST, if applicable.

### **4. Taxes**

- 4.1. The fees stated in the Contract are inclusive of all Withholding Taxes and all Commodity Taxes, except applicable HST.
- 4.2. Consultant will deduct all recoverable HST paid on Reimbursable Expenses before adding HST to the amounts to be invoiced to Bruce Power.
- 4.3. The fees set out in the Contract are not subject to adjustment for changes in the rate of Taxes.
- 4.4. Consultant will cooperate with Bruce Power in applying for or obtaining any exemption, rebate, refund, remission or other recovery of Taxes paid or payable by Bruce Power, Consultant or Subcontractors for any portion of the Services. All amounts received by Consultant or Subcontractors by way of a rebate, refund, remission or other recovery of Taxes included in or otherwise in the fees will constitute monies held in trust for Bruce Power to which Bruce Power is exclusively entitled. Upon receipt of such amounts Consultant or Subcontractor will forward the same to Bruce Power.

### **5. Withholding Taxes**

- 5.1. Bruce Power may deduct and withhold any applicable Withholding Taxes from amounts paid or credited to Consultant to the extent and at the rate required by Applicable Laws, and will remit any such Withholding Taxes so withheld directly to the relevant Governmental Authority. Bruce Power will provide Consultant with the appropriate tax receipt for any such amounts in the first quarter of the year following the end of each calendar year as applicable.

- 5.2. At Bruce Power's request, Consultant will provide Bruce Power with evidence, satisfactory to Bruce Power, of the country of residence of Consultant and any Subcontractors for purposes of determining whether any Withholding Taxes are required to be withheld and remitted.
- 5.3. In the event that Tax is directly assessed against Bruce Power in respect of any Withholding Taxes that have not been deducted or withheld from any amount paid or credited to Consultant or any Subcontractor, Consultant will indemnify, defend and hold harmless Bruce Power for such Taxes.

## **6. Submission and Form of Invoices**

- 6.1. Each invoice will:
  - (a) identify the Purchase Order number;
  - (b) specifically itemize the Services to which the invoice relates;
  - (c) in respect of Time and Materials Services, specify the number of hours or days worked and the applicable Consultant Staff Rate;
  - (d) in respect of Fixed Price Services, specify the milestones accomplished, as applicable;
  - (e) show HST separately, identify Consultant's HST registration number on the invoice and provide such further information as Bruce Power may require to be entitled to claim all input tax credits available under the ETA;
  - (f) meet any other format requirements outlined in the Contract; and
  - (g) show charges for Services performed in Canada separately from Services performed outside of Canada.
- 6.2. Immediately upon request, Consultant will furnish Bruce Power with a further breakdown of amounts charged in each invoice for Bruce Power's accounting or tax compliance purposes and for Bruce Power to remain compliant with its obligations to the IESO, each in a form and manner acceptable to Bruce Power, acting reasonably.
- 6.3. For Time and Materials Services, invoices shall be submitted to Bruce Power on a monthly basis, for Costs incurred in accordance with Schedule D in respect of the Time and Materials Services.
- 6.4. For Fixed Price Services, invoices shall be submitted upon completion of an applicable milestone.
- 6.5. Consultant will deliver its invoices for the Services to Bruce Power electronically at: [BNPDAccountsPayableInquiry@brucepower.com](mailto:BNPDAccountsPayableInquiry@brucepower.com).

## **7. Payment Terms, Interest**

- 7.1. Notwithstanding this section 7, Bruce Power will not issue payment unless Consultant has first provided an executed copy of the applicable Purchase Order.

- 7.2. Consultant will submit an application for payment, in the form of an invoice to the Bruce Power contract manager for approval. Within ten (10) days of receipt of the invoice, the Bruce Power contract manager will issue a certificate of payment approval (“CPA”) to Consultant. Upon receipt of the CPA, Consultant will deliver the invoice with the CPA to Bruce Power, as set out in section 6.5. If Bruce Power disputes any portion of the invoice, within ten (10) days of receipt of such invoice, Bruce Power will notify Consultant, and such notice will include a written explanation of the disputed portion of the invoice.
- 7.3. Subject to section 7.5 and section 7.8, Bruce Power will pay all undisputed invoiced amounts within thirty (30) days of its receipt of the invoice and all disputed invoiced amounts within the later of (i) fifteen (15) days of the date of resolution of the disputed amount and (ii) thirty (30) days of Bruce Power’s receipt of the invoice.
- 7.4. Bruce Power will make all payments to Consultant in Canadian dollars either by wire transfer, cheque drawn on a Canadian bank account, or a credit card acceptable by Consultant.
- 7.5. If at any time during the performance of the Services there is a Defect, as determined by Bruce Power, Bruce Power will have the right to withhold from payment in respect of any invoice an amount that, in Bruce Power’s opinion, takes into account the Defect. Any amount withheld will be paid thirty (30) days after Bruce Power’s approval of the correction of the Defect.
- 7.6. Payment or partial payment of an invoice for Services rendered shall not be deemed to be acceptance of the Services or a waiver of any claims in relation to such Services.
- 7.7. Should any Party fail to make payments as they become due under the Contract, interest at an annual rate equal to two (2%) percent above the Prime Rate on such unpaid amounts will also become due and payable until payment is received. Such interest will be calculated daily from the date on which any payment becomes due and compounded annually.
- 7.8. Bruce Power is entitled to deduct from or set-off against any amount payable by Bruce Power to Consultant (i) any amount expended by Bruce Power in exercising Bruce Power’s rights under the Contract to perform any of Consultant’s obligations (including all valid warranty claims against Consultant) under the Contract that Consultant or the Subcontractors have failed to perform; (ii) any Losses incurred by Bruce Power as a result of the failure of Consultant to perform any of its obligations under the Contract, including in respect of Services performed by the Subcontractors; and (iii) any other amount owing from Consultant to Bruce Power.

## **8. Right to Audit**

- 8.1. Consultant will maintain complete, accurate and current records, including invoices, receipts, time cards and vouchers that clearly identify all Services undertaken by or on behalf of Consultant under the Contract, and where applicable, all Reimbursable Expenses incurred.

- 8.2. Consultant will allow Bruce Power, the IESO, and applicable Governmental Authorities and their respective internal and external auditors and representatives, the right of reasonable access to inspect and take copies of such records for the purpose of auditing, inspecting and reviewing the provision of Services and the performance by Consultant of its obligations under and in compliance with the Contract. If or to the extent the Services are Fixed Price Services, Bruce Power and the IESO and their respective internal and external auditors and representatives will not exercise such audit rights in respect of inquiry into the composition of the Fixed Price for the Fixed Price Services.
- 8.3. Accounts and records will be preserved and kept available for audit until the expiration of ten (10) years from the date of the last invoice issued by Consultant.

**9. Relationship**

- 9.1. The Contract does not constitute an employer - employee arrangement, a partnership agreement, joint venture or agency relationship between the Parties. Consultant and its employees will not have any rights to participate in any benefit plan or other employment benefits generally enjoyed by Bruce Power employees.
- 9.2. Consultant is solely and exclusively responsible for paying wages and benefits, withholding applicable Taxes and payroll deductions and otherwise complying with its obligations with respect to Consultant Staff as set out in Applicable Law.
- 9.3. To the extent that any of the Taxes, charges and contributions under section 9.2 are directly or indirectly charged to Bruce Power by Consultant for a given employee, and Consultant reaches the annual maximum amount payable by Consultant for such tax, charge or contribution in respect of that employee during the year of payment, Consultant will promptly refund to Bruce Power such excess amount charged to Bruce Power in excess of such maximum.

**10. Security Clearance and Vehicle Checks**

- 10.1. Bruce Power's security staff have the right to:
  - (a) examine or search vehicles, equipment, tools and materials brought to or removed from the Site by Consultant, the Subcontractors or their respective representatives. If requested, Consultant will deposit with the security officer an itemized list of all such equipment, tools, and materials at the time they are brought to the Site. The list will be used by the security staff when checking such equipment, tools, and materials into and out of the Site; and
  - (b) perform customary security/background checks on Consultant Staff, Subcontractors, and Contractor's agents or representatives entering the Site.

**11. Subcontractors**

- 11.1. Consultant must obtain Bruce Power's approval of every Subcontractor prior to its retention. Consultant is fully responsible for the acts and omissions of its Subcontractors and such subcontracting will not relieve Consultant of any of its obligations hereunder.

## **12. Qualified Personnel and Control of Site**

- 12.1. Consultant will not employ anyone for the Services who is not suitably skilled and qualified in the tasks assigned and agrees that it, and its Subcontractors, will utilize the persons (if any) named in the Purchase Order or elsewhere in the Contract in the performance of the Services. In order to ensure continuity and the effective utilization of knowledge obtained by personnel in the course of performing Services, Consultant may not, and will require its Subcontractors not to, replace, supplement or reassign such personnel without Bruce Power's prior written authorization, which will not be unreasonably withheld.
- 12.2. Consultant agrees to receive any additional training relevant to the on-Site performance of the Services (e.g. radiation protection). Where the Services are to be performed off-Site, Consultant will be responsible for providing a safe and suitable service location.
- 12.3. Bruce Power may, by written notice to Consultant, reject or request substitution or supplementation of any such personnel engaged to perform the Services (i) on the basis of Bruce Power's assessment, acting reasonably, of such individual's experience or qualifications or prior or current performance of the Services; (ii) if such individual has committed or engaged in any corrupt conduct, such conduct defined by either industry standards or Applicable Law, whether in relation to the performance of the Services or not. Consultant will replace the subject personnel with personnel acceptable to Bruce Power, acting reasonably. If such personnel are to be replaced for no fault of Bruce Power, all expenses of such replacement will be borne by Consultant.
- 12.4. Consultant acknowledges and affirms that Bruce Power will at all times maintain operational control of the Site and may remove any individual from the Site at its sole and unfettered discretion.

## **13. Delivery**

- 13.1. Consultant will perform the Services in accordance with the schedule for the Services set out in Purchase Order or elsewhere in the Contract. If Consultant does not execute the Services in accordance with the schedule for the Services, Bruce Power may terminate the Contract for default in accordance with section 23.3.

## **14. Changes to Services**

### **14.1. Changes**

- (a) Bruce Power may, without invalidating the Contract, make additions, deletions or other revisions to the Services at any time by (i) issuing a Request for Change Order that becomes a Change Order in accordance with section 14.2 or (ii) issuing a Change Directive in accordance with section 14.3. Consultant may not proceed with any change in the Services and is not entitled to any change in the Contract Price, unless such change to the Services or Contract Price is set out in a Change Order or Change Directive.

- (b) Consultant is permitted to submit a Request for Change Order in respect of an individual event or circumstance, if:
  - (i) in such Request for Change Order, Consultant demonstrates to Bruce Power that:
    - (A) any proposed increased or decreased Cost to Consultant is material in the circumstances and, is reasonable and justifiable; and/or
    - (B) any proposed claim for adjustment of a completion deadline resulting from a change to the schedule for the Services which ultimately, as determined by critical path methodology, delays the completion of such Services, is reasonable and justifiable; and
    - (C) it has submitted the Request for Change Order in accordance with the requirements set out in section 14.2(a);
  - (ii) Consultant has exercised commercially reasonable due diligence in time and effort in order to mitigate the event or circumstance based upon which Consultant wishes to propose the Request for Change Order, including any increases in Cost or extension in time, provided that Consultant's right to relief pursuant to a Change Order will be reduced to reflect impacts that would have been avoided by such mitigation; and
  - (iii) Consultant has submitted the Request for Change Order within twenty (20) Business Days from the date Consultant knows, or ought reasonably to have known, of the event or circumstance giving rise to the change in the Services, or such longer period that may reasonably be required by Consultant to prepare such Request for Change Order in the circumstances if Consultant has provided reasonable justification to Bruce Power of the need for such longer period.
- (c) Consultant shall be entitled to a Change Order in accordance with section 14.2 if the conditions and requirements in section 14.1(b) are satisfied.

#### 14.2. Change Order

- (a) If either Party wishes to propose a Request for Change Order, such Party (the "**Proposing Party**") shall submit a Request for Change Order to the other Party (the "**Reviewing Party**") and shall include therein:
  - (i) if Consultant is the Proposing Party, any proposed change in the schedule for the Services, Contract Price (which shall include a reasonable breakdown of the estimated Costs associated with the proposed or required change in the Services) and the proposed method of adjustment in the schedule for the Services and Contract Price;
  - (ii) any other information or documentation required by the Contract; and



- (iii) any other amendments to the Contract as may be reasonably required to accommodate the effect of such proposed change.
- (b) The Reviewing Party shall respond promptly to the Proposing Party's Request for Change Order but in no event later than twenty (20) Business Days after the date of the submission by the Proposing Party to the Reviewing Party of such Request for Change Order.
- (c) If the Parties cannot agree on the Request for Change Order, the Proposing Party may revise and re-submit the Request for Change Order or seek resolution of the Dispute relating to the Request for Change Order in accordance with section 27.10.
- (d) If the Parties agree on the Request for Change Order, Bruce Power shall, within five (5) Business Days, issue to Contractor a draft Change Order which, upon execution by the Parties, shall become a Change Order.
- (e) Bruce Power and Consultant shall act promptly in all matters set out in this section 14.2.

#### 14.3. **Change Directives**

- (a) If Bruce Power requires Consultant to proceed with a change in the Services before Bruce Power and Consultant reach agreement on the related adjustment in the Contract, Bruce Power may issue a Change Directive authorizing and directing Consultant to proceed with such change.
- (b) If Bruce Power issues a Request for Change Order pursuant to section 14.1(a), and Consultant does not respond pursuant to section 14.2(b), Bruce Power may at any time issue a Change Directive pursuant to this section 14.3 for such changes by providing notice to Consultant that the Request for Change Order is deemed to be a Change Directive.
- (c) Upon receipt of a Change Directive, Consultant will proceed promptly with performance of the change in the Services. Consultant will provide Bruce Power with an estimate of the Costs related to performance of the Services contemplated in the Change Directive within twenty (20) Business Days of receipt of the Change Directive.
- (d) Pending determination of the final value of the Services performed pursuant to a Change Directive, the undisputed value of such Services shall be eligible to be invoiced.
- (e) If Bruce Power and Consultant do not agree on any proposed adjustment associated with a Change Directive, the Parties will resolve the matter in accordance with section 27.10.
- (f) If at any time after the start of the Services directed by a Change Directive, Bruce Power and Consultant reach agreement on the adjustment to the Contract, the Parties will record such change as a Change Order.

#### 14.4. **Change Requirements**

- (a) If Consultant fails to submit a Request for Change Order to Bruce Power in accordance with section 14.1(b), Consultant shall not be entitled to a Change Order or a claim for a Change Order or any other compensation for Services that are the subject matter of the requirement for the Change Order.
- (b) Failure by Consultant to meet all of the conditions precedent for a Change Order, as set out in section 14.2(a), shall constitute a waiver of any future claims related to such Request for Change Order if Bruce Power notifies Consultant that it will not issue a draft Change Order in accordance with section 14.2(d) in whole or in part because of such failure by Consultant.
- (c) Consultant shall not perform any change in the Services without a Change Order issued in accordance with section 14.2 or a Change Directive issued in accordance with section 14.3. In addition, Consultant shall not be entitled to payment for such work or services performed unless, and until, the Parties enter into a Change Order or Bruce Power issues a Change Directive. Any Services performed prior to the issuance of a Change Order or Change Directive shall be at Consultant's risk and expense.
- (d) Subject to section 27.10, a Change Order is a final determination of adjustments in the Contract Price, and any other amendment to the Contract reasonably required to accommodate the change in the Services, as provided for in the Change Order.
- (e) There is no entitlement to an adjustment in the Contract nor to compensation or payment of any kind whatsoever based solely on the quality, quantity, scope or cumulative value of a change in the Services unless such change is authorized by a Change Order or a Change Directive and has been determined in accordance with the terms of the Contract.
- (f) Where appropriate, Consultant's entitlement to an adjustment in the Contract will take into account a delay or increased Cost which would have occurred in any event, notwithstanding the circumstances giving rise to Consultant's proposed change in the Services, due to the negligence or fault of Consultant or a breach of the Contract by Consultant.

#### 15. **Defective Services and Warranty**

##### 15.1. **Warranty**

- (a) Consultant warrants that all Services shall not be Defective.
- (b) The period of the warranty in respect of the Services commences on the date of Bruce Power's written acceptance of the Services and continues for two (2) years thereafter ("**Warranty Period**"). The warranty period for any reperformance or correction of the Defective Services is the later of the Warranty Period and twelve (12) months upon completion of the reperformance or correction, as applicable. In no circumstance will the warranty of the reperformance or

correction extend beyond twelve (12) months after the expiry of the Warranty Period.

- (c) Bruce Power shall provide Consultant timely notice of any Defect. As soon as reasonably possible after receipt of such notice, Consultant shall at its sole Cost and in Bruce Power's discretion, either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables; or (2) refund to Bruce Power that portion of the amounts received by Consultant attributable to the non-conforming Services and Deliverables.

## 15.2. **Limited Warranty**

The warranty expressed above is Consultant's sole warranty in respect of the Services and excludes any other warranties, express or implied by law or otherwise. This section 15 does not limit the warranties and representations set out elsewhere in these Terms and Conditions.

## 16. **Insurance**

16.1. Consultant shall provide and maintain, and shall cause its Subcontractors to provide and maintain, in full force and effect with financially responsible insurance carriers acceptable to Bruce Power, or with the appropriate government agency, the following insurance which will take effect no later than the Contract Effective Date and will remain in effect during the Term, as may be extended in accordance with these Terms and Conditions:

- (a) Consultant shall carry and shall cause its Subcontractors to carry, a commercial general liability insurance policy with limits of at least \$5 million inclusive for both bodily injury, including death, personal injury and damage to property, including loss of use thereof, for each occurrence, which policy will specifically include but not be limited to the following where applicable:
  - (i) blanket contractual liability;
  - (ii) damage to property on Site including loss of use thereof;
  - (iii) pollution liability coverage on a time element detection and reporting basis;
  - (iv) blasting, pile driving, caisson work, underground work;
  - (v) products and completed operations including a provision that such coverage is to be maintained for a period not less than twenty-four (24) months post acceptance of the Services;
  - (vi) errors and omissions integral to the operation of the insured;
  - (vii) employer's liability;
  - (viii) tenant's legal liability;

- (ix) non-owned automobile liability; and
  - (x) broad form property damage;
- (b) Consultant will pay all premiums as required under the *Workplace Safety and Insurance Act, 1997* (Ontario) or similar applicable legislation covering all persons employed by Consultant or its Subcontractors for Services performed under the Contract. For U.S. employees, appropriate State Workers Compensation must be carried including Employer's Liability for a minimum limit of \$1 million U.S., with a foreign coverage endorsement. In addition, prior to commencing Services on Site and at regular ninety (90) day intervals afterward, Consultant will supply Bruce Power with Certificates of Clearance from the Workplace Safety and Insurance Board (the "WSIB") as proof of Consultants' and Subcontractors' payment of such premiums. Together with such Certificates of Clearance, Consultant will submit a list of the workers' compensation registration numbers of Consultant Staff or Subcontractor personnel who will be deployed to the Site, and will thereafter update the same as the Services progress;
- (c) Consultant will carry, and will cause the Subcontractors to carry, automobile liability insurance covering all licensed motor vehicles owned, rented or leased and used in connection with the Services, which insurance will cover (A) bodily injury and property damage liability to a combined inclusive minimum limit of \$2 million per incident and (B) mandatory accident benefits;
- (d) Consultant will ensure that any professionals engaged by it, or by its Subcontractors to provide architecture or engineering aspects of the Services each carry errors and omissions insurance that have limits of not less than \$1 million per claim and with an aggregate limit of not less than \$2 million within any policy year; and
- (e) Consultant will carry, and will cause the Subcontractors to carry, such other insurance as is mutually agreed upon between Bruce Power and Consultant.

16.2. Certificates of Insurance:

- (a) Prior to commencing the Services, Consultant will supply and cause its Subcontractors to supply to Bruce Power a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverages required hereunder are in effect and that the coverages will not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policies of insurance which restricts or reduces coverage, without thirty (30) days advance written notice by registered mail, or courier, receipt required, to: Bruce Power, Insurance Department, 177 Tie Road, P.O. Box 1540, B10 Tiverton ON N0G 2T0.
- (b) Failure of Bruce Power to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Bruce Power to identify a deficiency from evidence provided will not be construed as a waiver of Consultant's obligation to maintain such insurance.

- (c) The acceptance of delivery by Bruce Power of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by Bruce Power that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
  - (d) If Consultant or Subcontractor fails to maintain the insurance as set forth above, Bruce Power will have the right, but not the obligation, to purchase said insurance at Consultant's Cost. Alternatively, Consultant's failure or Subcontractor's failure to maintain the required insurance may result in termination of the Contract, at Bruce Power's sole discretion.
  - (e) If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage will be submitted with Consultant's final invoice.
- 16.3. All deductibles will be to the account of Consultant or Subcontractor.
- 16.4. With the exception of automobile liability insurance, all insurance policies noted above will specify that it is primary coverage and not contributory with or in excess of any other insurance that may be maintained by Bruce Power.
- 16.5. All limits in this section 16 are expressed in Canadian dollars.
- 16.6. A waiver of subrogation will be provided by the insurers to Bruce Power, Consultant and Subcontractors.
- 16.7. All insurance policies which Consultant and Subcontractors are required to carry (excluding errors and omissions insurance) will name Bruce Power as an additional insured and will contain a cross liability clause and a severability of interests clause.
- 16.8. Consultant and Subcontractors will provide Bruce Power with certified copies of insurance policies upon request.
- 16.9. Coverage provided for Bruce Power will not be invalidated or vitiated by actions or inactions of others.
- 16.10. Consultant waives all claims against Bruce Power, its subsidiary corporations and its employees, directors, officers, agents and assigns for loss of, loss of use of, or damage to Consultant's equipment, notwithstanding that such claims may arise by reason of negligence or otherwise, and Consultant will indemnify and hold harmless Bruce Power, its subsidiary corporations and its employees, directors, officers, agents and assigns against all such claims.

## **17. Intellectual Property**

### **17.1. Licence of Bruce Power Intellectual Property for the Services**

- (a) Bruce Power hereby grants, and will grant, to Consultant a licence to use Bruce Power Intellectual Property that Bruce Power contributes to Consultant solely for Consultant's use in performance of the Services. Such licence shall be non-

exclusive, royalty free, paid up and non-transferable and subject to the conditions set out in section 17.1(b) and section 17.1(c).

- (b) The licence conferred under section 17.1(a) will be effective as of the Contract Effective Date and will terminate upon the earlier of the:
  - (i) termination or expiration of the Contract; and
  - (ii) completion of the Services.
- (c) Consultant may extend a sub-licence of Bruce Power Intellectual Property licensed to it under the Contract to its Subcontractors by way of a subcontract. The sub-licence will be effective as of the effective date of the subcontract and terminate upon the earlier of:
  - (1) the termination or expiration of the subcontract;
  - (2) the completion of the services under the sub-licence; and
  - (3) the termination of Consultant's licence to use Bruce Power Intellectual Property as provided for under section 17.1(b).

#### **17.2. Foreground Intellectual Property**

- (a) Bruce Power will legally and beneficially own (i) Foreground Intellectual Property, and (ii) all Deliverables.
- (b) Consultant hereby assigns, transfers and conveys, and agrees to cause the Subcontractors to assign, transfer and convey, to Bruce Power all of its right, title and interest in (i) Foreground Intellectual Property as the Foreground Intellectual Property is created, developed or acquired or otherwise comes into existence, and (ii) all Deliverables.
- (c) Foreground Intellectual Property will be deemed to be the Confidential Information of Bruce Power and not the Confidential Information of Consultant.
- (d) For the avoidance of doubt, and without limitation to any other right of Bruce Power under the Contract, Bruce Power may Practice the Foreground Intellectual Property for any purpose whatsoever.

#### **17.3. License of Consultant Background Intellectual Property**

- (a) Consultant will grant, and hereby grants, to Bruce Power a non-exclusive, fully paid up and royalty-free licence to Practise Consultant Background Intellectual Property contained in the Foreground Intellectual Property or any Deliverables in connection with:
  - (i) the Services and Deliverables and in relation to the receipt of the full benefit of the same; and
  - (ii) the Practise of Foreground Intellectual Property for any purpose.

- (b) The licence conferred under section 17.3(a) will be:
  - (i) effective as of the Contract Effective Date; and
  - (ii) non-exclusive, perpetual, non-terminable and irrevocable.
- (c) The licence conferred under section 17.3(a) includes the right to:
  - (i) sub-license such rights to any party including affiliates of Bruce Power;
  - (ii) Practise the media delivered by Consultant in or upon which such Consultant Background Intellectual Property may be embodied, stored or otherwise recorded;
  - (iii) create, develop or acquire improvements to such Consultant Background Intellectual Property; and
  - (iv) Practise such Consultant Background Intellectual Property in combination with any other Intellectual Property.
- (d) Consultant Background Intellectual Property will be deemed to be the Confidential Information of Consultant and not the Confidential Information of Bruce Power.
- (e) The licence conferred under section 17.3(a) will be transferable, in whole or in part, to a successor operator(s) or owner(s) of the Bruce Power L.P, Bruce Power Inc. and Ontario Power Generation, Inc. (to the extent it is the successor operator of the Bruce Nuclear Generating Station), or their respective successors and assigns.
- (f) Consultant hereby releases Bruce Power from any claim alleging that the Practise of any Consultant Background Intellectual Property or Foreground Intellectual Property licensed under section 17 or Bruce Power's exploitation or enjoyment of the Services or Deliverables infringes, violates or constitutes a misappropriation of any other Intellectual Property or rights owned by or licensed to Consultant and/or its affiliates, and Consultant will not assert any claim relating to such Intellectual Property or right in any manner that would restrict, limit or impair the foregoing.

#### **17.4. Intellectual Property Warranty**

- (a) Consultant represents, warrants and covenants specifically, as of the effective date of the assignment of Foreground Intellectual Property to Bruce Power under section 17.2(b), the licensing of Consultant Background Intellectual Property to Bruce Power under the Contract or the performance of the Services under the Contract, and except as where otherwise may be expressly agreed to by Bruce Power in writing in the Contract, that:
  - (i) such Intellectual Property has not been licensed, assigned, transferred or conveyed or otherwise encumbered in a manner that conflicts with the Contract;

- (ii) Consultant has the right, power and authority to assign, transfer and convey the Foreground Intellectual Property to Bruce Power and license Consultant Background Intellectual Property to Bruce Power, free and clear of encumbrances that may prevent, limit or otherwise derogate from the rights granted to Bruce Power pursuant to this section 17;
  - (iii) there are no claims that have been asserted, including by way of counterclaim, against Consultant or its affiliates relating to such Intellectual Property or the Services;
  - (iv) the Services or the Practise of such Intellectual Property does not infringe, violate or constitute a misappropriation of the Intellectual Property or other rights of any party; and
  - (v) all individuals who have been involved in the creation or development of Foreground Intellectual Property have assigned all of their respective right, title and interest in and to that Intellectual Property to Consultant and waived any authors' or moral rights that they may have in any such Intellectual Property consisting of works that are subject to copyright.
- (b) Bruce Power does not make any representation or warranty with respect to Bruce Power Intellectual Property and disclaims all warranties, express and implied, including any statutory or express or implied warranties of merchantability, operability and fitness for use for a particular purpose. Without limiting the foregoing, any licence of Bruce Power Intellectual Property under section 17.1 is granted on a strictly 'as is', 'with all faults' basis and Bruce Power hereby disclaims any representations, warranties or conditions, express or implied (including as may be implied by law) in respect of any Bruce Power Intellectual Property so licensed or any reliance upon or Practise thereof.

#### **17.5. Intellectual Property Indemnity**

- (a) Consultant will indemnify, defend and hold harmless the Bruce Power Group and its contractors and subcontractors at Consultant's own expense in full against all Losses to the extent incurred as a result of the infringement or alleged infringement of any intellectual property right arising from the provision and/or use of Consultant Background Intellectual Property or Foreground Intellectual Property, or arising due to any one of the Bruce Power Group exercising its rights under section 17 in accordance with the obligations in relation to such exercise of rights to the extent set out in section 17, provided that:
- (i) Bruce Power notifies Consultant in writing within a reasonable time after being informed of such claim;
  - (ii) Consultant is given control over the defense thereof and Bruce Power cooperates in such defense at Consultant's expense; and
  - (iii) Bruce Power will not agree to the settlement of any such claim, demand, action or suit prior to a judgment thereon without the prior written consent of Consultant, which consent will not be unreasonably withheld.



Consultant will not accept any settlement agreement that incurs binding obligations on Bruce Power, without Bruce Power's prior express written consent. Failure to obtain such consent invalidates any positive obligations on Bruce Power.

- (b) The indemnity set out in section 17.5(a) will not apply to the extent arising from any actual or alleged infringement, violation or misappropriation of the Intellectual Property of any party pertaining to Consultant's use, in accordance with the term of its licence set out in section 17.1, of Bruce Power Intellectual Property.

#### **17.6. Intellectual Property Indemnity Procedures**

Bruce Power will have the right to select its own counsel to participate in any such defense at the expense of Bruce Power. Bruce Power may take all reasonably necessary steps, at the expense of Consultant to defend itself until Consultant, to the reasonable satisfaction of Bruce Power, assigns legal counsel and initiates defence or investigation of any threat, claim or action in a professional manner.

### **18. Confidentiality**

- 18.1. Each Party agrees to maintain the Confidential Information of the other Party in confidence to at least the same extent that it protects its own similar Confidential Information and to use such information only as permitted under the Contract.
- 18.2. Consultant warrants and represents that if it becomes legally compelled by Applicable Laws or rules of any stock exchange to disclose any Confidential Information of Bruce Power, it will provide Bruce Power with immediate notice so that Bruce Power may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, Consultant agrees to furnish only that portion of the Confidential Information of Bruce Power which is in the reasonable opinion of its counsel legally required and it will co-operate with Bruce Power's counsel to enable Bruce Power to obtain a protective order or other reliable reassurance that confidential treatment will be maintained.
- 18.3. Bruce Power's Confidential Information may only be used, stored, disclosed to employees of Consultant and copied by Consultant as absolutely necessary so that Consultant may perform the Services.
- 18.4. Nothing in this section 18 limits or otherwise derogates from Bruce Power's rights and entitlements in regards to the Background Intellectual Property and Foreground Intellectual Property, as further prescribed in section 17.
- 18.5. The Parties affirm that monetary damages would not be sufficient to remedy a breach of the obligations set out in this section 18. The Party whose Confidential Information was disclosed or otherwise used in breach of this section 18 or any other term of the Contract will be entitled to permanent injunctive relief to prevent further disclosure of the Confidential Information in breach of this section 18 or any other term of the Contract and to specifically enforce the provisions hereof in addition to any other remedies available at law or in equity.

- 18.6. The confidentiality obligations of the Parties under the Contract will survive until the earlier of (i) all of the disclosed information no longer qualifying as Confidential Information and (ii) the Party to whom the Confidential Information belongs notifies the other Party that it is released from the obligations of this section 18 in particular, or the Contract in general.
- 18.7. Bruce Power may disclose Confidential Information to (i) any person that is part of the Bruce Power Group, (ii) to the extent necessary, to any person providing services to Bruce Power to enable Bruce Power to perform its obligations or exercise any of its rights under the Contract or as required for Bruce Power to carry on its business, and (iii) to the IESO or any crown corporation, or other corporation or other agency of the Province of Ontario if such parties are advised of the confidential nature of the Confidential Information.

**19. Personal Information**

- 19.1. Each Party will treat all Personal Information of the other Party's employees, agents, directors, officers, and contractors and all other Personal Information collected by or on behalf of the other Party and disclosed to it with respect to the Contract, in accordance with all Applicable Laws, including all applicable Canadian and Ontario privacy laws. Each Party will comply with all reasonable instructions given by the other Party from time to time in relation to such Personal Information. Such Personal Information of Bruce Power will not be transferred outside of Ontario without Bruce Power's prior written consent.
- 19.2. Consultant agrees that Personal Information of Consultant Staff or Subcontractor personnel performing the Services at the Site, such as photographs and videotape recordings and other recordings of the images of such personnel by Bruce Power may be used, stored and disclosed by Bruce Power for reasonable business and/or security purposes including displaying such images in Bruce Power safety videos and other internal and external publications and will obtain all consents from such individuals necessary to permit the same prior to permitting them to access the Site to perform the Services.

**20. Force Majeure**

- 20.1. If, by reason of Force Majeure Event, a Party is unable, wholly or partially, to perform or comply with its obligations under the Contract, then such affected Party shall be excused and relieved from performing or complying with such obligations (other than payment obligations) and shall not be liable for any Losses to, or incurred by, the other Party in respect of or relating to such Force Majeure Event and the affected Party's failure to so perform or comply during the continuance of the Force Majeure Event to the extent of the inability so caused from and after the invocation of a Force Majeure Event in accordance with this section 20.1.
- 20.2. Bruce Power Consultant shall meet and discuss, in good faith, the consequences of the Force Majeure Event and how to mitigate and overcome its effects. In the event Consultant is the Party affected by the Force Majeure Event, Consultant shall use commercially reasonable efforts in order to (i) to prevent or remedy the situation and remove, so far as possible and with reasonable dispatch, the Force Majeure Event and (ii) continue with the performance of its obligations which are not impacted by the

Force Majeure Event. The Party affected by the Force Majeure Event shall resume its affected obligations as soon as the Force Majeure Event has been overcome.

- 20.3. The Party affected by the Force Majeure Event shall provide the other Party written notice of Force Majeure Event as soon as reasonably practicable and in any case within ten (10) days after the commencement of the Force Majeure Event.

**21. Suspension of Services**

- 21.1. Bruce Power may from time to time, at its discretion, and upon written notice to Consultant, suspend the Services or any portion of the Services.
- 21.2. Should any such suspension occur, upon resumption of the Services, Consultant will use commercially reasonable efforts to complete the Services in accordance with the schedule for the Services (including and milestone schedule) set out in the Purchase Order or elsewhere in the Contract, and mitigate the delays to the schedule for the Services and Costs resulting from such suspension(s) by adjusting work assignments for the Services or any other commercially reasonable means.
- 21.3. Where delays to the schedule for the Services and increased Costs cannot be eliminated, Consultant will advise Bruce Power of the impact of the suspension of Services prior to the impact taking effect.

**22. Termination for Convenience**

- 22.1. Notwithstanding any other provision in the Contract, Bruce Power may terminate the Contract at any time for convenience, with such termination effective upon Consultant's receipt of the termination notice or as otherwise specified in the notice of termination.
- 22.2. Upon termination under section 22.1, Consultant will cease performing Services and not undertake any forward commitments.

**23. Termination for Default**

**23.1. Fundamental Default**

If Consultant commits any act of bankruptcy or makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency or in respect of any of its property, then, in any such case, Bruce Power may immediately terminate the Contract, with such termination effective upon Consultant's receipt of the termination notice.

**23.2. Events of Default**

Without limitation, the following actions by or circumstances relating to Consultant will constitute an event of default on the part of Consultant (each an "**Event of Default**"):

- (a) Consultant engages in, or is accused by the federal or provincial Crown of committing any act of fraud or bribery in the course of any business dealings, whether or not in relation to the Services; and
- (b) Consultant neglects to prosecute the Services properly or otherwise fails to comply with the requirements of the Contract to a material degree.

### **23.3. Termination for Event of Default**

Without limitation to sections 22 or 23.1, if Consultant commits an Event of Default under the Contract, Bruce Power is entitled to:

- (a) terminate the Contract if such Event of Default is not remedied within (i) ten (10) days after the date of Consultant's receipt of the notice of termination or (ii) such longer period as Bruce Power may specify in the notice of termination; and
- (b) after termination in accordance with section 23.3(a), take possession of all Deliverables and Deliverables in progress, eject and exclude from the Site all Consultant Staff and Subcontractor personnel, finish the Services by whatever means Bruce Power may deem appropriate under the circumstances, and withhold any further payments to Consultant until its liability to Bruce Power is determined.

Consultant will cease performing Services and not perform any billable services (unless first authorized by Bruce Power) or undertake any forward commitments after termination of the Contract.

### **23.4. Costs and Losses**

In the event the Contract is terminated under this section 23, Consultant is liable to Bruce Power for:

- (a) the extra expense of finishing the Services, including compensation to Bruce Power for additional engineering, managerial and administrative services;
- (b) the cost of correcting Defects in the Services performed by Consultant; and
- (c) all other Losses occasioned to Bruce Power by reason of Consultant's default.

23.5. Any action by Bruce Power under this section 23 is without prejudice to Bruce Power's rights or remedies under the Contract, Applicable Laws or otherwise.

## **24. Termination for Force Majeure Event**

24.1. If a Force Majeure Event has occurred or exists and as a result the Services or a material part thereof, has been suspended, stopped or otherwise delayed for greater than 365 days due to the Force Majeure Event, Bruce Power may terminate the Contract upon ten (10) Business Days' written notice to Consultant of Bruce Power's intention to terminate. If Bruce Power exercises a right of termination under this section 24, Consultant shall (i) cease performing the Services as soon as reasonably

possible; and (ii) not undertake any forward commitments with respect to the Services.

24.2. Any action by Bruce Power under this section 24 will be without prejudice to Bruce Power's rights or remedies under the Contract, Applicable Laws or otherwise.

**25. Payment Upon Termination by Bruce Power**

25.1. If the Contract is terminated pursuant to section 22, 23 or 24, Bruce Power will pay to Consultant any amount earned for Services completed up to the effective date of termination, in accordance with the following:

- (a) for Time and Materials Services performed up to the date of termination and for which Consultant has not yet been paid, Bruce Power will pay for all hours performed at Consultant Staff Rates and other Reimbursable Expenses set out in the Purchase Order or elsewhere in the Contract, all in accordance with Schedule D; and
- (b) for Fixed Price Services performed up to the date of termination and for which Consultant has not yet been paid, Bruce Power will pay to Consultant:
  - (i) the applicable price under the Contract for all milestones achieved; and
  - (ii) for partially complete milestone, all hours performed in connection with the unachieved milestone(s) at Consultant Staff Rates and other Reimbursable Expenses set out in the Purchase Order or elsewhere in the Contract, all in accordance with Schedule D, or the fair value for the Services completed prior to the effective date of termination. The fair value will be determined by the Parties, acting reasonably.

25.2. If Bruce Power terminates the Contract under section 22 or 24, it will be liable to Consultant for payment under section 25.1 and any reasonable and demonstrable Costs incurred by Consultant in accordance with Schedule D in relation to Consultant's demobilization resulting from Bruce Power's termination.

25.3. Other than as specified in this section 25, Bruce Power is not liable to Consultant for any additional compensation.

**26. Liability, Limitation of Liability**

26.1. Subject to sections 26.3 and 26.4 and anything else to the contrary in the Contract, neither Party will be liable to the other Party for an amount that exceeds, in the aggregate for that Party, the Contract Price.

26.2. Consultant will indemnify and save harmless Bruce Power and its employees, partners, officers and directors against all claims by third parties for Losses (including death) to persons or property arising from Consultant's acts or omissions.

26.3. Section 26.1 will not apply to limit Consultant's liability for negligence, wilful misconduct, intentional cessation of services unless allowed hereunder, breach of

sections 17 (Intellectual Property), 18 (Confidentiality), 19 (Personal Information), or Consultant's obligations under section 26.2.

- 26.4. Neither Party will be liable for any special, indirect, punitive or consequential damages including the following regardless of whether they are characterized as direct, indirect or consequential damages: loss of profit, use, anticipated savings, business, revenue or goodwill. The Parties affirm that damages suffered as a result of a breach of the "Confidentiality", "Intellectual Property" and "Personal Information" provisions of the Contract will not be considered special, indirect, punitive or consequential damages.

## **27. General**

### **27.1. Entire Agreement and Enurement**

The Contract constitutes the entire agreement between the Parties relating to the Services and supersedes all prior written or oral agreements, representations and other communications between the Parties, and will enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns. Any terms or conditions quoted or offered by Consultant are void and of no effect whatsoever, unless mutually agreed upon and evidenced in writing.

### **27.2. Publicity**

Consultant will not, and will cause its Subcontractors to not, release for publication any information in connection with the Contract without the prior written permission of Bruce Power.

### **27.3. Amendment and Waiver**

The Contract may not be modified unless agreed to in writing by both Parties. Any consent by a Party to, or waiver of a breach by the other, whether express or implied, will not constitute a consent to or waiver of or excuse for any other different or subsequent breach unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Except as otherwise provided, no term or provision of the Contract is deemed waived and no breach is deemed excused.

### **27.4. Governing Law**

The Contract is governed by the laws applicable in Ontario (without regard to any principles of conflicts of laws) and will be treated in all respects as an Ontario contract.

### **27.5. Severability**

If any part of the Contract is held to be unenforceable or invalid, it will be severed from the rest of the Contract, which will continue in full force and effect.

### **27.6. Third Party Rights**

Except as expressly outlined in these Terms and Conditions, the Parties do not intend that any term of the Contract should be enforceable by any person who is not a Party to the Contract other than any member of the Bruce Power Group, which members will be entitled to any actions and rights of Bruce Power.

**27.7. No Assignment**

- (a) Unless Bruce Power has provided its prior written consent, such consent not to be unreasonably withheld, Consultant will not assign or novate its rights and obligations under a given Contract, in whole or in part.
- (b) Bruce Power is entitled to assign its benefits and obligations under each Contract to: (i) any company within the Bruce Power Group; or (ii) in connection with any merger, amalgamation, reorganisation, outsourcing, divestments, sale of all or substantially all of its assets or any similar transaction.

**27.8. Notices**

All notices are provided in writing by facsimile or other means of electronic transmission, or by hand or courier delivery. If given by facsimile or other means of electronic transmission, notice is deemed received on the Business Day following the sending, or if delivered by hand or courier, at the time it is delivered to the applicable address. Either Party may, by written notice to the other, change its respective representative or the address to which notices are to be sent. Any notice is addressed to the other Party as follows:

If to Bruce Power:

Bruce Power L.P.  
Bldg. B10, P.O. Box 1540  
177 Tie Road  
Municipality of Kincardine  
R.R. #2  
Tiverton, Ontario  
N0G 2T0

Attention: Vice President and Managing Director, Supply Chain  
Facsimile: (519) 361-1920;

With a copy to:

Attention: Chief Legal Officer  
Email: [generalcounsel@brucepower.com](mailto:generalcounsel@brucepower.com).

If to Consultant:

Consultant's last address recorded with Bruce Power.

- 27.9. Term and Survival - The Purchase Order is accepted by Consultant executing the Purchase Order, or is deemed accepted by commencing to perform the Services. The term of each Contract begins on the later of (a) the date of the Purchase Order and (b)

the date specified in the Purchase Order to be the effective date of the Contract (the “**Contract Effective Date**”), and continues until the end of the term identified in the Purchase Order (the “**Term**”). If no such Term is specified in a Purchase Order, the Term of the applicable Contract will terminate on the 45th day after Bruce Power makes its final payment on account of the Contract Price (including, for certainty, any amount held back from payment of the Contract Price pursuant to these Terms and Conditions). All terms and conditions of the Contract which, by their nature, extend beyond termination or expiry of the Contract will survive such termination or expiry in accordance with their terms.

#### 27.10. **Dispute Resolution**

- (a) Any dispute or disagreement (“**Dispute**”) between the Parties arising out of or relating to the validity, construction, meaning or performance of the terms of the Contract shall be resolved by arbitration, governed by the provisions of the *Arbitrations Act, 1991* (Ontario) and will take place before a single arbitrator in Toronto, Ontario.
- (b) The Parties agree that any Dispute will be conducted in strict confidence and that, subject to the exceptions set out in this section 27.10(b), there will be no disclosure to any person of the existence of the Dispute or any aspect of the Dispute except as is necessary for the resolution of the Dispute or as required by Applicable Laws. Despite the foregoing, each Party may disclose such confidential information:
  - (i) to its partners and affiliates, and to each of their respective officers, directors and employees, provided that such persons have been informed of the confidentiality obligations under the Contract and have agreed to be bound similarly thereby; and
  - (ii) to the extent necessary, to any financial institution or other person (from whom financing is being sought or has been obtained) or to advisors to any such financial institution or other person, provided that any such financial institution, person or advisor has been informed of the confidentiality obligations under the Contract and has agreed to be bound similarly thereby.

#### 27.11. **Rights and Remedies**

The rights, powers and remedies of the Parties in the Contract are cumulative and in addition to and not in substitute for any right, power or remedy that may be available under law, equity, statute, common law or otherwise.

#### 27.12. **Nuclear Liability**

Bruce Power’s general partner, Bruce Power Inc., is an operator under the *Nuclear Liability and Compensation Act* (Canada) and, as such, has absolute and exclusive liability for any damage resulting from a nuclear incident at the Bruce Power Nuclear Generating Station, all in accordance with, and subject to any exceptions set forth in, the Nuclear Liability and Compensation Act (Canada) or any successor nuclear liability legislation.



### 27.13. **Nuclear Safety and Control Act**

Consultant acknowledges that Bruce Power is subject to the *Nuclear Safety and Control Act* (Canada) and that consequentially, among other things, certain licences may need to be obtained before “controlled nuclear information”, as defined therein, is disseminated outside of Canada. Consultant will inform itself and the Subcontractors as to the compliance requirements of the *Nuclear Safety and Control Act* (Canada) and will not do or fail to do anything, and will ensure that the Subcontractors not do or fail to do anything, that causes Consultant, any Subcontractor or Bruce Power to be in violation of such act.

### 27.14. **Execution by Fax and Email**

The Contract may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as in PDF file format).

### 27.15. **Human Performance**

- (a) If set out in the Contract, Consultant shall establish, implement, and administer human performance program elements (the “**Human Performance Program**”), which shall be designed to minimize human error and risk to safety and which shall be based on recognized industry program best practices or materially consistent with Bruce Power’s human performance program. Consultant shall provide Bruce Power with a copy of its Human Performance Program as and when reasonably requested by Bruce Power. Consultant shall adhere to and comply with, and shall cause the Subcontractors to adhere to and comply with, the Human Performance Program.
- (b) If Consultant is required to establish, implement, and administer a Human Performance Program, Bruce Power may, at its discretion and upon reasonable written notice to Consultant, perform an assessment and evaluation of the Human Performance Program. The assessment and evaluation shall take place no more frequently than annually and shall include attendance of a Bruce Power representative at Consultant’s site for up to five (5) Business Days, subject to Consultant’s reasonable site access rules and procedures.

### 27.16. **Performance Representation and Warranty**

Without limiting any other responsibility of Consultant set out in the Contract, Consultant represents and warrants that it will:

- (a) comply with the Supplier Code of Conduct (Schedule C), and in particular, will not engage in any criminal or otherwise fraudulent activities, both in relation to the Services or unrelated to the Services;
- (b) report any instance of criminal activity and any related ongoing investigations or charges laid against Consultant, including any employees and affiliates; and
- (c) comply with all Site rules and security procedures governing all activities on Site.

Consultant accepts that failure to comply with section 27.16 may result in termination of the Contract for default in accordance with section 23. Non-compliance this section 27.16 by individual personnel may result in immediate suspension of the Services, or portion thereof, removal of the offending individual, or termination of the Contract without prior notice.

**SCHEDULE A  
CHANGE FORMS**

Exhibit 1 – Request for Change Order Form

Exhibit 2 – Change Order Form

**EXHIBIT 1**

**REQUEST FOR CHANGE ORDER FORM**

Purchase Order No.	Change Order No. <b>CO</b>	Date (mo/day/yr)
Consultant		
Address		
Address		
Project Title		
Location		

The Contract is hereby modified to the extent described below in accordance with section 14 of the Terms and Conditions.

**SCOPE OF SERVICES:**

Make changes to scope of Services pursuant to:

Request for Change Order **RCO** \_\_\_\_\_, dated \_\_\_\_\_, and/or  
Scope of Services attached **SS** \_\_\_\_\_, dated \_\_\_\_\_, and/or

As follows:



**CONTRACT PRICE:**

(a) Fixed Price Change (including fixed price additional services):

Fixed Price prior to this Change Order: \$ \_\_\_\_\_ \$

Total fixed amount of this Change Order including all Costs for the above scope of Services: \$ \_\_\_\_\_ \$

Total amount of the Fixed Price as revised by this Change Order: \$ \_\_\_\_\_ \$

(b) Time and Material Price Change (including reimbursable costs):

(i) Consultant Staff Rates: see Purchase Order or Schedule attached

(ii) material rates: see Purchase Order or Schedule attached

(iii) Reimbursable Expenses:

(iv) Margin:

Total estimated cost of the time and material

Additional Services of this Change Order:\$ \_\_\_\_\_ \$

**FIXED PRICE PAYMENT SCHEDULE:**  
Make changes to Fixed Price payment schedule as follows:  
●

**Milestones:**  
Make changes to milestones as follows:  
●

<b>CONSULTANT APPROVAL AND ACCEPTANCE</b>	
Consultant	
Name (typed)	
Title	
Signature	Date

<b>ISSUED BY BRUCE POWER</b>	
Name (typed)	
Title	
Signature	Date

**EXHIBIT 2  
CHANGE ORDER FORM**

Purchase Order No.	Change Directive No. or Request for Change Order Number
Consultant	Date (mo/day/yr):
Address	
Address	
Project Title	
Location	

The Contract is hereby modified to the extent described below in accordance with section 14 of the Terms and Conditions.

<p>Make changes to:</p> <ul style="list-style-type: none"> <li>▪ <b>the scope of the Services; and/or</b></li> <li>▪ <b>schedule for the Services, including changes in the milestone payment schedule and milestone completion schedule.</b></li> </ul> <p>pursuant to:</p> <p>Request for Change Order No. ___, dated ___, an executed copy of which is attached hereto as Exhibit A</p> <p>Change Directive No. ___, dated ___, an executed copy of which is attached hereto as Exhibit B</p>
--

Fixed Price prior to this Change Order	\$
Total amount of the adjustment in the Fixed Price in respect of fixed price changes for this Change Order	\$
<b>Fixed Price as revised by this Change Order</b> .....	\$
Total estimated Cost of the Time and Materials Services	\$

<b>CONSULTANT APPROVAL AND ACCEPTANCE</b>	
Consultant	
Name (typed)	
Title	
Signature	Date

<b>ISSUED BY BRUCE POWER</b>	
Name (typed)	
Title	
Signature	Date
Name (typed)	
Title	
Signature	Date

**SCHEDULE B  
CHANGE DIRECTIVE FORM**

Contract No.	Change Directive No.	PO No.:	Date (mo/day/yr)
Consultant			
Address			
Address			
Project Title			
Location			

The Contract is hereby modified to the extent described below in accordance with the section 14 of the Terms and Conditions.

<p><b><u>SCOPE OF WORK:</u></b>          Make changes to scope of Services pursuant to:  <div style="text-align: right; margin-right: 100px;">Request for Change Order <b>RCO</b> _____, dated _____, and/or</div> <div style="text-align: right; margin-right: 100px;">Scope of Services attached <b>SS</b> _____, dated _____, and/or</div>         As follows:          ●</p>

<b>PROPOSED BY BPLP</b>	
Name (typed)	
Title	
Signature	Date

<b>AUTHORIZED BY BPLP</b>	
Name (typed)	
Title	
Signature	Date



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**SCHEDULE C  
SUPPLIER CODE OF CONDUCT**

[See Next Page]



# Bruce Power's Supplier Code of Conduct

**HIGH STANDARDS & STRONG ETHICS.**  
EVERY STEP. EVERY TIME. EVERY DAY.

**Bruce Power**

*Innovation at work*



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## A Message from our President and CEO **Michael W. Rencheck**



At Bruce Power we are fully committed to conducting our business safely, with professionalism and integrity, while treating each other with respect and striving to achieve excellence. We want to work with companies who also demonstrate strong values and are committed to working ethically, with integrity, and who have a passion for excellence.

Suppliers are an integral part of our team and contribute to our overall success at Bruce Power. We have high expectations for ethical leadership, behaviour and performance by our employees and representatives at Bruce Power, and we expect the same from the Suppliers we choose to work with.

The Supplier Code of Conduct applies to Bruce Power Suppliers, including their owners, employees, agents, partners and subcontractors who provide goods and/or services to Bruce Power.

Our Supplier Code of Conduct provides guidelines that pertain to our working relationship with you. We expect our Suppliers to have a system in place to ensure compliance with Bruce Power applicable policies and procedures.

We value our relationship with you and look forward to continuing to work together for many years to come.

A handwritten signature in black ink that reads "Michael W. Rencheck". The signature is fluid and cursive.

Michael W. Rencheck  
*President and Chief Executive Officer*  
*Bruce Power*



# Our Values

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## 1. Safety First

We embrace and practice strong nuclear safety principles recognizing that reactor safety, industrial safety, radiation safety and environmental safety are essential to the successful achievement of our long-term goals and key to our reputation.

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## 2. Passion for Excellence

We demonstrate a commitment to continuous improvement to create sustainable performance excellence, which benefits all of our stakeholders.

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## 3. Respect and Recognition

We recognize that our people are essential to our success and respect their exceptional efforts.

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## 4. Professionalism and Personal Integrity

We believe in honouring ourselves, our business and our personal commitments.

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## 5. Social Responsibility

We recognize business excellence and our financial strength as an opportunity for contributing to the greater good.

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# 1. Safety First



Bruce Power provides a safe workplace for our employees, and we expect that the occupational health and safety of employees is a priority for Suppliers throughout all significant aspects of our activities. We expect Suppliers to work safely, have appropriate policies and procedures, and follow Bruce Power safety rules while on site.

Bruce Power provides a secure workplace. Bruce Power's Security team and the rules it follows are governed by Canadian federal and provincial laws. Our nuclear security culture protects our workers and property, and Suppliers are obligated to comply with all security officers' direction.

Nuclear security regulations require that thorough searches be conducted for contraband items. Accordingly, all vehicles entering or exiting the site are subject to random searches.

No unauthorized material may be brought onto the Bruce Power site. This includes, but is not limited to, weapons, firearms, explosives, alcohol or illicit drugs. Weapons, firearms, explosives, alcohol or illicit drugs found on the Bruce Power site will be confiscated.

When entering the station protected area, everyone is required to pass through a metal detector and all items in your possession must go through an X-ray scan. Additional security measures may be mandated and everyone is expected to comply with these measures. No one is permitted to enter the stations without passing through security safeguards.

Individuals who possess a valid Bruce Power site clearance must report all criminal charges, convictions and serious Highway Traffic Act infractions (such as loss of driving privileges) to [sectionmanagersecurityclearance@brucepower.com](mailto:sectionmanagersecurityclearance@brucepower.com) within five business days in accordance with BP-PROC-00180, Security Clearances. Failure to disclose any charge may result in the revocation of a security clearance, which could lead to the termination of contract for services.







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## 2. Supplier Responsibilities

At Bruce Power, we strive to be a responsible, ethical and values-driven organization. We expect the same of our Suppliers. Bruce Power Suppliers are expected to act with integrity and conduct business in a manner that safeguards the interests of Bruce Power, our local communities, our colleagues and the environment. In so doing, Suppliers are to observe company policies, procedures and rules. These have been established to provide for the security and safety of our Suppliers, our colleagues, the site, the community and the environment, and to ensure the efficient operation of Bruce Power's business.

At a minimum, Suppliers and contractors must comply with all applicable laws, statutes and regulations of the jurisdictions in which they and Bruce Power operate. Suppliers must ensure their outsourcing or subcontractor arrangements, if applicable comply with the Supplier Code of Conduct.

Bruce Power encourages the good faith reporting of concerns, and will not tolerate anyone who engages in retaliation or reprisal against someone who has made a good faith report.

Our reputation and our Suppliers' reputations depend on ethical decision-making. Accordingly, everyone has a duty to report any actual violation or suspected

violation of the Code of Conduct that is believed in good faith to have occurred or may occur.

Anyone reporting a concern is responsible for giving all relevant details. All reports are treated confidentially to the extent possible, consistent with the law and the need to conduct an adequate investigation. If involved in an investigation, Suppliers are expected to co-operate and participate, and treat the matter confidentially. Failure to respect the confidentiality of a Code of Conduct investigation may result in consequences, up to and including possible termination of contract for services.

Anyone making a malicious or knowingly false allegation will be subject to consequences, up to and including possible termination of contract for services, with or without notice. Regardless of how the report is raised, all reports are taken seriously, and will be investigated and addressed as appropriate in accordance with BP-PROC-00276, Code of Conduct.

A failure to comply with the Supplier Code of Conduct may result in suspension or termination, in whole or in part, of the Supplier's agreement(s) with Bruce Power and may include removal of the Supplier from Bruce Power's vendor list.



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### 3. Harassment, Discrimination and Workplace Violence



Suppliers must demonstrate a commitment to providing a workplace free from harassment and discrimination. Suppliers must promote a culture of inclusion and demonstrate respect and acceptance of others.

Discrimination and harassment can take many forms, such as abuse of authority, bullying, sexual harassment, sexual solicitation and systemic discrimination. Everyone is expected to treat others with respect, courtesy and fairness, and exercise authority with responsibility.

Harassment occurs when a worker engages in a course of inappropriate comment or conduct against another worker that is known, or should reasonably be known, as unwelcome. Workplace harassment can include bullying, intimidating or offensive jokes, nicknames or innuendos, displaying or circulating offensive pictures or materials, or making offensive or intimidating phone calls.

Sexual harassment occurs when a worker engages in a course of inappropriate comment or conduct against a worker that is known, or should reasonably be known, as unwelcome because of sex, sexual orientation, gender identity or gender expression;

or making a sexual solicitation or advance where the person making the solicitation or advance is in a position of influence or authority and should be aware the solicitation or advance is unwelcome.

Bruce Power has zero tolerance for workplace violence. Individuals working for or on behalf of Bruce Power will not engage in or threaten any violence in the workplace.

Workplace violence includes the exercise of physical force or an attempt to exercise physical force against a worker in the workplace that causes or could cause physical injury to the worker and/or a statement or behaviour that a worker could reasonably interpret as a threat to exercise physical force against a worker in the workplace.

Anyone who witnesses workplace violence, or the warning signs of workplace violence, must contact Security immediately at ext. 15000 or 519-361-5000.

Suppliers must report to Security violent conduct or warning sign behaviour that occurs outside the workplace that may impact the workplace, including content found online or on social media accounts.

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## 4. Human Rights and Diversity

Bruce Power expects our Suppliers to conduct their business in a responsible, non-discriminatory manner, respecting the rights of their employees. This includes following appropriate hiring practices, adhering to applicable labour laws and ensuring that all employees are treated with dignity, respect and fairness, and ensuring that no child labour or forced labour is condoned, facilitated or used in their workplaces.

We expect our Suppliers to support and respect human rights, diversity and equal opportunity within the workplace. Suppliers shall ensure all labour practices, wage payments and benefits comply with applicable laws and regulations.



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## 5. Privacy and Confidential Information

Bruce Power is committed to respecting applicable privacy laws and to protecting personal information we collect about employees, agents, contractors and the public. Bruce Power expects our Suppliers to protect the confidentiality and privacy of business records, allowing for their use only by authorized personnel and for authorized business purposes. Suppliers must immediately disclose any clerical or accounting errors as they become known and when there may have been an inadvertent disclosure of confidential or private information.

Suppliers may have access to information which is confidential and proprietary in nature, including personal and business information about colleagues, partners, competitors, other Suppliers and third parties, and customers. Suppliers must protect confidential information belonging to Bruce Power

(and mark it accordingly), and must have a responsibility to prevent misuse, theft, fraud or improper disclosure. Suppliers must also take care in the handling, discussion or transmission of sensitive or confidential information that could affect Bruce Power employees, the business community or the general public.

If a Supplier believes they have been given access to confidential information in error, they should notify Bruce Power and refrain from any further use or distribution of the information for either personal or professional purposes.

Our Suppliers' obligation to protect confidential and proprietary personal and business information continues even after the relationship with Bruce Power ends. All information and property belonging to Bruce Power must be returned when the contract ends.

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## 6. Avoiding Conflicts of Interest

A conflict of interest is any situation where an individual or enterprise has a private or personal interest in the outcome of a decision or action which may create, or may be perceived as creating, a conflict with the interests of Bruce Power.

Suppliers must not try to gain improper advantage or improperly impact a Bruce Power employee's ability to make sound, impartial and objective decisions on behalf of Bruce Power.

It is mandatory for Suppliers or contractors of Bruce Power to declare any actual or potential conflict of interest, and discuss it with Bruce Power's Contract Manager and Supply Chain.

Suppliers must not take any action that may jeopardize the ability of former employees to meet their legal or contractual obligations to Bruce Power following the end of their employment.

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## 7. Gifts and Hospitality

Gifts and hospitality (e.g., meals, beverages, invitations to social or recreational outings) can help build strong business relationships, but they must never influence decisions. If offers of gifts and hospitality are frequent, or of substantial value, they may create the appearance of, or an actual, conflict of interest.

Suppliers may offer gifts and hospitality provided they:

- Are consistent with customary business practices or courtesies as they are relatively infrequent, not lavish or excessive in value
- Are not given or received by an active member of the Bruce Power evaluation team during a competitive procurement process
- Are not requested
- Comply with applicable laws

### How to Know?

**Gifts and Hospitality which are acceptable:**

- Modest occasional meals with someone with whom we do business
- Occasional attendance at ordinary sports, theatre and other events

- Gifts of nominal value, such as pens, calendars, or small promotional items
- Attendance at social functions at conference or trade events that are widely attended

**Gifts and Hospitality which are always unacceptable:**

- Any gift of cash or cash equivalent (such as gift certificates, gift cards or loans)
- Any gift or hospitality that is a 'quid pro quo' (offered for something in return)
- Any gift or hospitality that would be considered offensive or in poor taste, or that could damage Bruce Power's reputation
- Any gift or hospitality that would be illegal (anything offered to a government official in breach of local or international bribery laws)

These requirements do not change during traditional gift-giving seasons.

If a Supplier is unsure whether a gift or hospitality offer complies with Bruce Power's Code of Conduct and Supplier Code of Conduct, the Supplier should consult with the Contract Manager or Bruce Power's Supply Chain organization.

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## 8. Anti-Corruption

Bruce Power promotes integrity and ethics in all aspects of its activities. Bruce Power expects Suppliers to comply with all applicable laws and regulations on corruption, bribery, prohibited business practices and extortion. Furthermore, Suppliers must never make, offer, receive or approve any form of bribe, kickback or other type of improper payment under any circumstances.

Bruce Power prohibits the payment of bribes or kickbacks of any kind, whether in dealings with public officials or individuals in the private sector. We prohibit the offering or acceptance of bribes or kickbacks of any kind.

Bruce Power respects our relationship with government employees. Suppliers are expected to

be aware of and comply with relevant laws and regulations that govern relationships between government, customers and Suppliers.

Suppliers are expected to ensure that payments made to agents or other third parties are not used, in whole or part, to influence government decisions or secure any other improper advantage.

We expect our Suppliers to conduct their business fairly and in respect of competition laws, sometimes referred to as “antitrust” laws. Suppliers shall not engage in collusive bidding, price discrimination, anti-competitive, antitrust or other unfair trade practices.

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## 9. Insider Trading

Suppliers must comply with any applicable insider trading laws and regulations that govern use of sensitive information.

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## 10. Business Reporting

Bruce Power expects our Suppliers to honestly, accurately and timely record and report all business information including, without limitation, financial records, to ensure that such information is maintained in a manner consistent with applicable laws and regulations and that effective internal controls are in place to protect and comply with these same requirements.

Suppliers must not make any deliberate, false, artificial or misleading entry in any Bruce Power book, invoice,

log, record or document. This includes, but is in no way limited to, room and board/per diem claims, timesheets/Tempus, training records, expense forms, overtime meals or other allowances.

Bruce Power reserves the right to conduct an appropriate audit of Suppliers to ensure compliance with the Supplier Code of Conduct.

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## 11. Protecting Bruce Power Assets

As a Supplier of Bruce Power, you have a responsibility to protect Bruce Power assets and information. Bruce Power property should only be used for business and other approved purposes. You are responsible to immediately report the theft, loss or misuse of such property. Suppliers must not use Bruce Power assets for personal use.

Bruce Power computers, email systems and equipment should never be used for outside business purposes or for any illegal or unethical purposes.

---

## 12. Information Security

All computers, wireless communication devices or other Bruce Power Information Technology (IT) equipment, including the information stored and transmitted on them, is the property of Bruce Power.

Inappropriate use of Bruce Power systems, including usage that interferes with business processes or puts a strain on business resources is unacceptable. Use of Bruce Power systems to download or distribute content that may conflict with Bruce Power values, or that may be regarded as offensive on the basis of any prohibited ground of discrimination under the Canadian Human Rights Act, is prohibited.

Suppliers must not attempt to circumvent or tamper with Bruce Power IT and information security measures. In an effort to protect our resources, Bruce Power monitors and logs IT equipment usage including all computer and wireless communication device activity. Accordingly, Suppliers should not have any expectation of privacy regarding our use of IT equipment, and are responsible for use of Bruce Power's IT accounts. Suppliers must not share their password(s) with anyone.

IT equipment and information security is the responsibility of all users. All suspicious activity must be reported to [BNPD-IT-Security@brucepower.com](mailto:BNPD-IT-Security@brucepower.com), the IT Service Desk or the Code of Conduct Office.



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## 13. Social Media

Suppliers should adopt processes to ensure that the use of social media by their workforce or representing agents does not negatively affect Bruce Power's reputation, and that representatives do not make any false, misleading or otherwise inappropriate comments about Bruce Power. Suppliers may not produce social media content on behalf of Bruce Power. Posting photographs or video taken on Bruce Power property without written Bruce Power approval is prohibited. Should you have a photo or video you would like to share on social media, contact the Communications and Media Relations Manager at [commsapproval@brucepower.com](mailto:commsapproval@brucepower.com) for approval. Refer to BP-PROC-00488, Disclosure Management for additional information.



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## 14. Applicability

The Supplier Code of Conduct applies to Bruce Power Suppliers, including their owners, employees, agents, partners and subcontractors who provide goods and/or services to Bruce Power.

## How to Raise a Concern

If you believe the Supplier Code of Conduct may have been violated, we encourage you to discuss it with your Bruce Power contract manager or another member of Bruce Power's management team.

Alternatively, you may wish to contact the Code of Conduct office by:



**Web**

[www.ethicspoint.com](http://www.ethicspoint.com)

24 hours a day, seven days a week



**Code of Conduct Help Line**

1-888-371-4692 or

extension 14630 internally



**Email**

[BNPDCoCodeOfConduct@brucepower.com](mailto:BNPDCoCodeOfConduct@brucepower.com)

Suppliers who wish to raise a concern anonymously can use Bruce Power's Helpline, which is administered by an independent external service provider.





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[www.brucepower.com](http://www.brucepower.com)

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**SCHEDULE D**  
**LABOUR RATES AND OTHER COMPENSATION DETAILS**

**1. Time and Materials Services**

1.1. For Time and Materials Services, Bruce Power shall reimburse Consultant for the direct costs set out in section 1.2 below.

1.2. Direct Costs

(a) Consultant Staff Rates

(i) For Services performed by Consultant personnel, including personnel retained on contract or by any other arrangement (“**Consultant Staff**”), Bruce Power will pay the hourly rates set out in the Purchase Order (“**Consultant Staff Rates**”). The hourly rate charged by Consultant for Consultant Staff shall be based on the personnel classification which most closely matches such personnel’s level of qualifications, experience, compensation and typical role.

(ii) Consultant may be entitled to charge overtime rates only upon receipt of Bruce Power’s prior written consent. The hourly rates applicable to Consultant Staff shall be as set out in the Purchase Order.

(b) Subcontractor Labour Rates

(i) For Services performed by a Subcontractor, Bruce Power will pay the hourly rate charged by Subcontractor to Consultant plus a mutually agreeable Subcontractor fee set out in the Purchase Order. Notwithstanding the forgoing, with respect to Services performed by a Subcontractor, Bruce Power shall not pay labour rates or related costs that exceed Consultant Staff Rates and other related costs that would have been incurred had Consultant performed the Services, unless expressly set out in the Purchase Order or otherwise approved in writing by Bruce Power.

(c) Costs and Expenses

(i) All reasonably incurred Reimbursable Expenses in accordance with section 2 of this Schedule D.

(ii) All materials, equipment and supplies at cost, provided such materials, equipment and supplies are set out in the Purchase Order.

**2. Reimbursable Expenses**

2.1. Reimbursable expenses (“**Reimbursable Expenses**”) are limited to the following:

(a) a per diem, the value of which is prescribed by the then current Bruce Power per diem policy, for each day that a Consultant Staff or Subcontractor personnel is actually performing Services at the Site for five (5) hours or more on such day, if

such Consultant Staff or Subcontractor Personnel meet the requirements set out in section 2.2 of this Schedule D; and

- (b) as pre-approved in writing by Bruce Power in each instance, for Consultant Staff or Subcontractor personnel, reasonable Travel Expenses incurred in accordance with section 2.3 to this Schedule D (1) for each day such Consultant Staff or Subcontractor personnel are required by Bruce Power in writing to perform Services at a location other than the Site or the offices of Consultant or Subcontractors, and (2) for each day Consultant Staff and Subcontractor personnel are travelling to the Site from any location greater than 100 km from the Site. Consultant is not entitled to charge a per diem and travel expenses for the same day, without Bruce Power's express prior written authorization.

## 2.2. Per Diems

- (a) Bruce Power shall pay per diems only in respect of those Consultant Staff and Subcontractor personnel that meet the eligibility requirements set out in Bruce Power's then current per diem eligibility policy.
- (b) Bruce Power shall not be required to pay, and Consultant shall not be entitled to receive, a per diem for Consultant Staff or Subcontractor personnel who do not meet the eligibility criteria set out in Bruce Power's then current per diem eligibility policy. If any Consultant Staff or Subcontractor personnel no longer satisfy the requirements of the then current Bruce Power per diem eligibility policy, such individual shall be deemed to be no longer permitted to receive a per diem.

## 2.3. Travel Expenses

- (a) Travel expenses ("**Travel Expenses**") are limited to the following:
  - (i) Mileage - Where personal vehicle use is pre-approved in writing by Bruce Power, Consultant Staff and Subcontractor personnel shall be reimbursed using the applicable Consultant kilometer rate at the time of travel. For the purposes of calculating the applicable mileage, Consultant Staff and Subcontractor personnel are deemed to have travelled to the applicable destination from Consultant's home office in Ontario or the Site, as the case may be;
  - (ii) Rental Vehicles - Bruce Power shall reimburse Consultant Staff and Subcontractor personnel for all rental vehicle fees and fuel, with detailed receipts for rental vehicles and fuel (provided that the rental is limited to a midsize or equivalent vehicle and that the most cost-effective rental vehicle is used); and
  - (iii) Air Fare - Air travel of Consultant Staff and Subcontractors personnel shall be billed at cost with proper backup (copy of ticket and boarding pass). Economy class only is permitted for air travel.

- (b) No costs are reimbursable as a Travel Expense except as set out in this section 2.3 of Schedule D. Bruce Power shall not reimburse, without limitation, the following:
- (i) cellular telephone charges or other data devices (example Blackberries);
  - (ii) hotel telephone charges or internet access;
  - (iii) entertainment or recreation expenses;
  - (iv) mini bar charges or alcohol, whether or not part of a meal;
  - (v) credit card interest;
  - (vi) car washes;
  - (vii) fines and related expenses for parking or traffic violations; and
  - (viii) fees or expenses for toll highways.

**EXHIBIT 1**  
**BRUCE POWER TIME AND ATTENDANCE POLICY**

**1. PURPOSE**

This policy provides Consultant with the method of verifying the attendance and the duration of the time spent at Site by Consultant Staff and Subcontractor personnel. All Consultant Staff and Subcontractor personnel performing Services on Site shall comply with this policy.

Unless expressly set out in the Purchase Order, Services may be performed off-Site only upon prior written approval of Bruce Power, substantially in the form set out in Exhibit 3 to this Schedule D.

The Parties will work together to identify and reconcile any discrepancies between Consultant's invoice and Bruce Power's Biometric Timekeeping System.

**2. USAGE**

All Consultant Staff and Subcontractor personnel that perform Services at Site must use Bruce Power's Biometric Timekeeping System.

- a) Consultant will ensure that Consultant Staff and Subcontractor personnel use the Bruce Power Biometric Timekeeping System unless Consultant receives express written permission from Bruce Power to not use the Bruce Power Biometric Timekeeping System.
- b) Consultant will ensure that all Consultant Staff and Subcontractor personnel adhere to the proper usage of the Bruce Power Biometric Timekeeping System.
- c) Consultant will ensure that all Consultant Staff and Subcontractor personnel are using the Biometric Timekeeping clock closest to their physical work location.
- d) Consultant Staff and Subcontractor personnel are responsible for clocking in at the start of every shift and clocking out at the end of every shift.
- e) When working at multiple locations during the same day, Consultant Staff and Subcontractor personnel are to clock in at the clock closest to their starting work location and clock out at the clock closest to their final work location. Generally, Consultant Staff and Subcontractor personnel will have no more than one clock in and one clock out on a given day.
- f) Consultant Staff and Subcontractor personnel travelling on Bruce Power business that will start and finish at a location where the Bruce Power Biometric Timekeeping System exists will clock in at the clock closest to their starting work location and clock out at the clock closest to their final work location.
- g) Consultant Staff and Subcontractor personnel not performing Services in a continuous block of time (e.g. attending a doctor's appointment) will clock in at the clock closest to their starting work location and clock out at the clock closest to their final work location prior to leaving work. Upon returning to work such Consultant Staff and Subcontractor personnel will clock in at the clock closest to their starting work location and clock out at the clock closest to their final work location.

Consultant Staff and Subcontractor personnel will not clock in or clock out when taking regular lunch breaks or other regular breaks which they are entitled to take.

### **3. OVERVIEW OF ENROLMENT PROCESS**

All Consultant Staff and Subcontractor personnel working at a location that the Bruce Power Biometric Timekeeping System exists on a regular basis must enrol in the system. For the purpose of this document “regular basis” means one or more days per week.

- a) Consultant will provide Bruce Power a list of all Consultant Staff and Subcontractor personnel that will be performing the Services, seven (7) days prior to the start of the Services. The list must indicate the various locations and work patterns that Consultant Staff and Subcontractor personnel are expected to work.
- b) Consultant will provide Bruce Power with a list of all new hires or additional staff that will be performing Services, seven (7) days prior to their commencement of work on the Services. The list must indicate the various locations and work patterns that Consultant Staff and Subcontractor personnel are expected to work.
- c) Consultant will ensure that all Consultant Staff and Subcontractor personnel are scheduled to be enrolled in the Bruce Power Biometric Timekeeping System within seven (7) days of Consultant Staff and Subcontractor personnel commencing the Services. It generally takes less than 5 minutes to enroll each person into the system. Each person will be required to attend a meeting room and place their right index finger on a scanner to be enrolled.

**EXHIBIT 2**  
**BRUCE POWER BIOMETRIC TIMEKEEPING RECONCILIATION GUIDELINES**

**1. PURPOSE**

This policy sets out the method for verifying the attendance and the duration of the time spent at the Site (or other locations where the Bruce Power Biometric Timekeeping System exists) by Consultant Staff and Subcontractor personnel in order to avoid improper invoicing of labour costs to Bruce Power.

**2. PROCESS**

Bruce Power will perform Biometric Timekeeping System data reconciliation review to validate any variances submitted by Consultant for missing data or invalid entries.

- a) Consultant will record in the labour summary the hours worked by each Consultant Staff and Subcontractor personnel for each day worked by such Consultant Staff and Subcontractor personnel.

e.g.	Monday	8hrs
	Tuesday	8hrs
	Wednesday	8hrs
	Thursday	8hrs
	Friday	8hrs

- b) The hours worked will be reviewed and verified by direct supervision in accordance with Consultant's approval processes.
- c) The labour summary must be submitted to Bruce Power at [timeclocks@brucepower.com](mailto:timeclocks@brucepower.com) for review against the Bruce Power timekeeping system. Further details will be provided in the communication protocol.
- d) Bruce Power, within two (2) Business Days, will provide Consultant with reconciliation between the labour summary and the Biometric Timekeeping Data in the timeframes as requested by Consultant.
- e) The total time for each shift will be rounded to the nearest 10 minute interval. For example: seven hours and 55 minutes will be rounded to eight hours.
- f) Reconciliation will be performed by Bruce Power between the labour summary and Bruce Power's timekeeping system and will be provided to Consultant for comment.
- g) Bruce Power will apply the rules of any applicable collective agreement in identifying timing of overtime, breaks and meals.
- h) Hours on the final approved reconciliation must match the invoiced amounts provided no amount will be paid beyond what the reconciliation indicates.

- i) Consultant will coach and/or discipline, as appropriate, Consultant Staff and Subcontractor personnel engaged in habitual non-compliance with the use of the Biometric Timekeeping System. Notwithstanding the foregoing, Bruce Power reserves the right to ban such habitually non-complying Consultant Staff and Subcontractor personnel from Site.
- j) No other allowances will be acceptable outside of this policy unless pre-approved by both Bruce Power and Consultant.

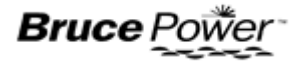
To ensure all invoices are paid on time and in full, Consultant must ensure all reconciliations and back up data are received by Bruce Power as set out in the applicable Contract in order for the payment application review to take place.



## EXHIBIT 3

### OFFSITE APPROVAL

#### Off-Site Work Request



Contractor: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

WBS: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**NOTE:** Form must be submitted in advance of off-site work.

Name	BP Emp ID	Position	Off-Site Work Location	Total Hours
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>TOTAL OFF-SITE HOURS REQUESTED:</b>				_____

Purpose of Off-Site Work:

- Training                       Meetings  
 Testing                          Other

Other (specify): \_\_\_\_\_

General comments:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Recommended by: \_\_\_\_\_  
Contractor FLM Date

Reviewed by: \_\_\_\_\_  
Project Manager Date