

**Backgrounder**  
**Department of Industry, Energy and Technology**

**Title:** Newfoundland and Labrador Prospectors Association

**Background and Current Status:**

- The Newfoundland and Labrador Prospectors Association (NLPA) is a not-for-profit association established in September 2012 to represent 300 to 400 prospectors throughout NL. The Association’s mission is to act as an independent advocacy group, raise awareness about prospecting; and develop new training to increase the skill level of NL prospectors.
- In partnership with the ACOA and IET, the NLPA delivered a comprehensive suite of critical minerals and gold-focused activities in 2023-2024. This included eight regional workshops attended by over 180 NLPA members, an advanced "Prospecting for Critical Minerals 2.0" training session and a field trip to key properties in central Newfoundland.
- To grow the prospecting community in the province, IET has worked with the College of the North Atlantic (CNA) to develop a new Prospector Training Program (PTP) comprising a combination of online and field-based learning. Registration for the first PTP opened on November 1, 2023, with 49 registrants. In 2025, 46 students were registered.
- The Matty Mitchell Room (MMR), established in 1998, is supported by grants from IET in partnership with Mining Industry NL (MINL) with funding from ACOA. This is a resource for the prospecting community and delivers a suite of geoscience interpretation and marketing supports to aid prospectors in the advancement of mineral properties.
- The MMR has not been staffed since the geologist retired during COVID. [REDACTED]
- The NLPA is an advocate for access to land for prospecting [REDACTED]
- The NLPA has cited issues regarding timelines and processes related to administration of mineral rights under the Mineral Act. In April 2025, the Mineral Lands Division hosted a workshop for members of the NLPA to provide guidance on completing assessment reports and forms, and to communicate expectations regarding compliance.
- IET administers prospector grants under the Mineral Incentive Program. IET and the NLPA agreed to form a joint committee to discuss potential improvements to prospector grants with the first meeting anticipated during August 2025.

29(1)(a),  
35(1)(c)

29(1)(a), 35(1)(d)

**Prepared/Approved by:** T. Walters/K. Bradbury/P.Carter [REDACTED]

July 29, 2025

40(1)

**Information Note**  
**Department of Industry, Energy and Technology**  
**EMMC 2025 – Mines Session 1**  
**Delta Prince Edward, Ballroom**  
**Day 3 – July 11, 2025, 9:30 – 11:00am**

**Title:** Mines Session 1 [REDACTED]

[REDACTED] 34(1)(a)(i)

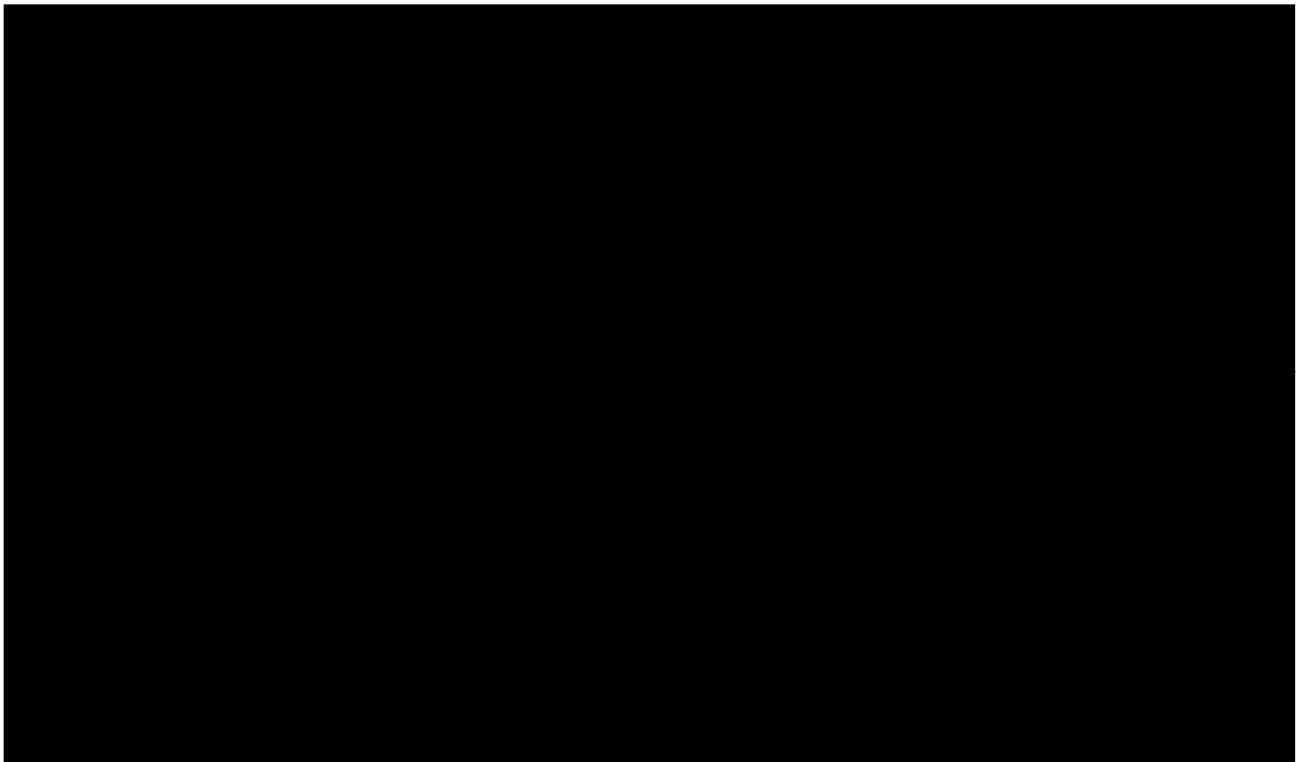
**Issue:** To provide background information for EMMC 2025 Mines Session 1, [REDACTED]

[REDACTED] (see Tab 7.a for Government of Canada  
 Backgrounder and Tab 7.b for NRCan note). 34(1)(a)(i)

**Background and Current Status:**

Critical Minerals Production Alliance

- At the G7 Leaders' Summit in June 2025, Leaders agreed to advance a Critical Minerals Production Alliance (Alliance) with G7 and like-minded allies, led by Canada, to ensure the reliable supply of minerals we need to safeguard our economies from unfair non-market policies and practices that distort markets and drive overcapacity.



34(1)(a)(i)

Critical Minerals Value Chains Map

- At EMMC 2024, Mines Ministers committed to evaluating their jurisdictions' roles within Canada's critical minerals sector, identifying key value chains, and exploring opportunities to build resilient value chains that include mineral processing and production.
- In response, Natural Resources Canada, in partnership with the Alberta Ministry of Energy and Minerals, launched a collaborative initiative involving all jurisdictions to assess Canada's

key critical minerals value chains. Each jurisdiction contributed information on its mineral resources, existing and emerging value chain components, regulatory context, and region-specific challenges and opportunities.

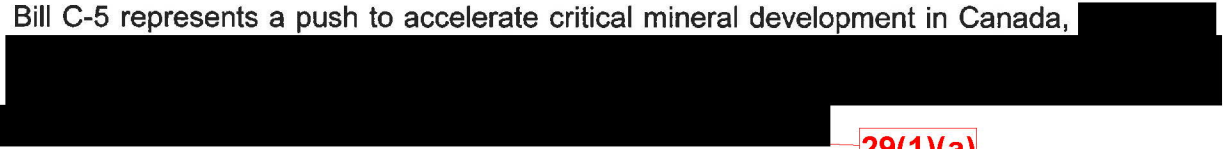
- o Newfoundland and Labrador (NL) identified four value chains encompassing more than 85 key players across the following areas:
  - Base Metals – Copper, Lead, Nickel, and Zinc
  - Critical Battery Minerals – Lithium, Graphite, Cobalt, Rare Earth Elements
  - High-Purity Iron Ore
  - Other Critical Minerals Necessary for the Energy Transition – Fluorspar, Barite, Antimony, Platinum Group Metals, Uranium, Titanium, Vanadium, Tungsten
- Project co-champions procured the services of the Transition Accelerator through the Alberta Purchasing Connection. Officials from the Transition Accelerator will be presenting at this session (see **Tab 12** for bios).
  - o The Transition Accelerator is a Canadian, non-profit organization focused on helping the country move towards a net-zero economy by 2050. It collaborates with over 300 partners, including governments, Indigenous communities, industries, and research institutions, to develop and implement practical pathways for decarbonization across various sectors.



34(1)(a)(i)

**Analysis**

- On June 26, 2025, Bill C-5, officially titled the **One Canadian Economy Act**, was passed by Senate. This Bill is considered important for critical mineral development because its potential to streamline the approval process for major projects, potentially accelerating the development of mines and processing facilities for critical minerals, which are essential for Canada's economic growth and energy security.
- Bill C-5 represents a push to accelerate critical mineral development in Canada,



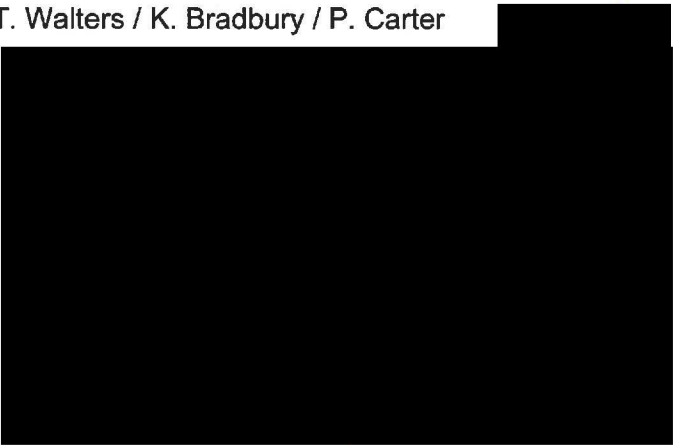
29(1)(a)

**Moderated Discussion Questions and Answers**, see Annex A.

**Prepared by:** S. Brewer, J. Hart / T. Walters / K. Bradbury / P. Carter

**Approved:**

July 8, 2025



40(1)

**Information Note**  
**Department of Industry, Energy and Technology**  
**EMMC 2025 – Mines Session 2**  
**Delta Prince Edward, Ballroom**  
**Day 3 – July 11, 2025, 11:15am – 12:00pm**

**Title:** Mines Session 2 - [REDACTED] 34(1)(a)(i)

**Issue:** To provide background information for EMMC 2025 Mines Session 2, [REDACTED]  
[REDACTED] (see Tab 8.a for NRCan note, and 10.e, 10.f, and 10.g for more information). 29(1)(a), 34(1)(a)(i)

**Background and Current Status:**

- At EMMC 2024, Federal, Provincial and Territorial (FPT) ministers agreed to collaborate on

[REDACTED]

29(1)(a),  
34(1)(a)(i)

- The objectives of this session include:

[REDACTED]

29(1)(a)

- In Newfoundland and Labrador (NL), the **Mineral Act** controls the acquisition and maintenance of mineral titles [REDACTED]. The legislative framework applies equally to all who hold mineral tenure rights.

29(1)(a)

- To stake a mineral land claim in NL, a claimant (prospector) must have an active account in the Mineral Lands Administration Portal (MinLAP). MinLAP is an online mineral licence acquisition and maintenance system maintained by the Office of the Chief Information Officer. There is no risk or decision-making matrix that documents the motive of why claims are staked and held.

- There is no limit on the number of licences a claimant can apply for, however the minimum amount of land that can be staked in one claim is 500m by 500m to a maximum of 256 claims for one mineral licence.
- Individuals or companies are allowed to stake claims (apply for mineral licences). The Government of NL's only source of information on companies, beyond what is provided when they register an account, is the check that is completed with the Companies and Deeds Online (CADO). This check is completed to ensure the company is registered either as a provincial or an extra-provincial company prior to account set up in MinLAP for staking.

[Redacted]

29(1)(a)

- To ensure there is activity on a mineral land claim, work reports are required. Work reports must be submitted each year of the licence. Work reports are reviewed to determine whether the activities are acceptable and if expenditures are substantiated. If no report is submitted, or if a submitted report does not meet the regulatory requirements, or if the expenditures are left short and the licence holder does not avail of the options provided to keep the licences, the licence(s) may be subject to cancellation.

[Redacted]

29(1)(a)

- During this session Ministers will [Redacted]

[Redacted]

34(1)(a)(i)

[Redacted]

29(1)(a)

**Moderated Discussion Questions and Answer, see Annex A**

**Prepared by:** S. Brewer, J. Hart / T. Walters / K. Bradbury / P. Carter

**Approved:**

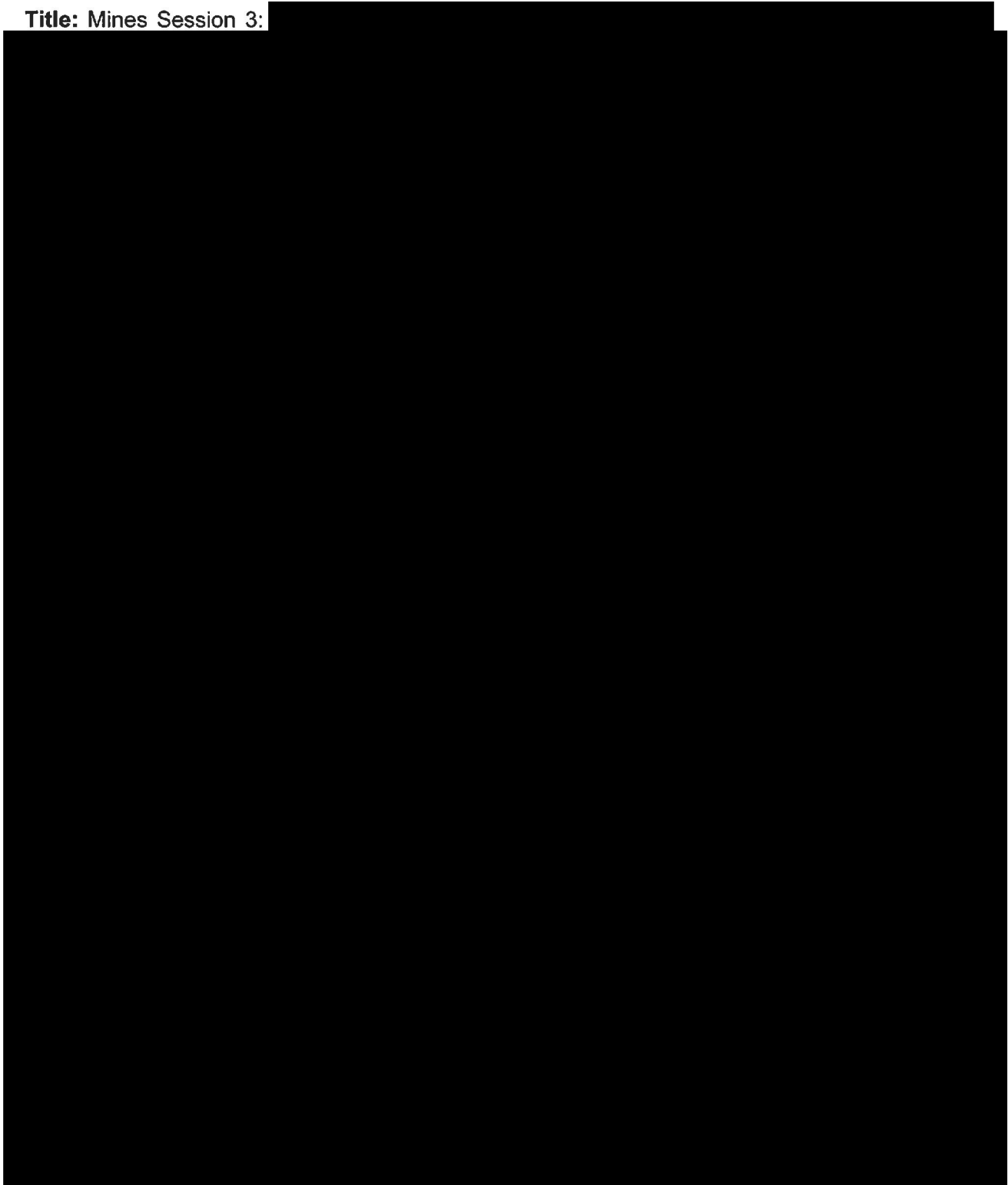
July 8, 2025

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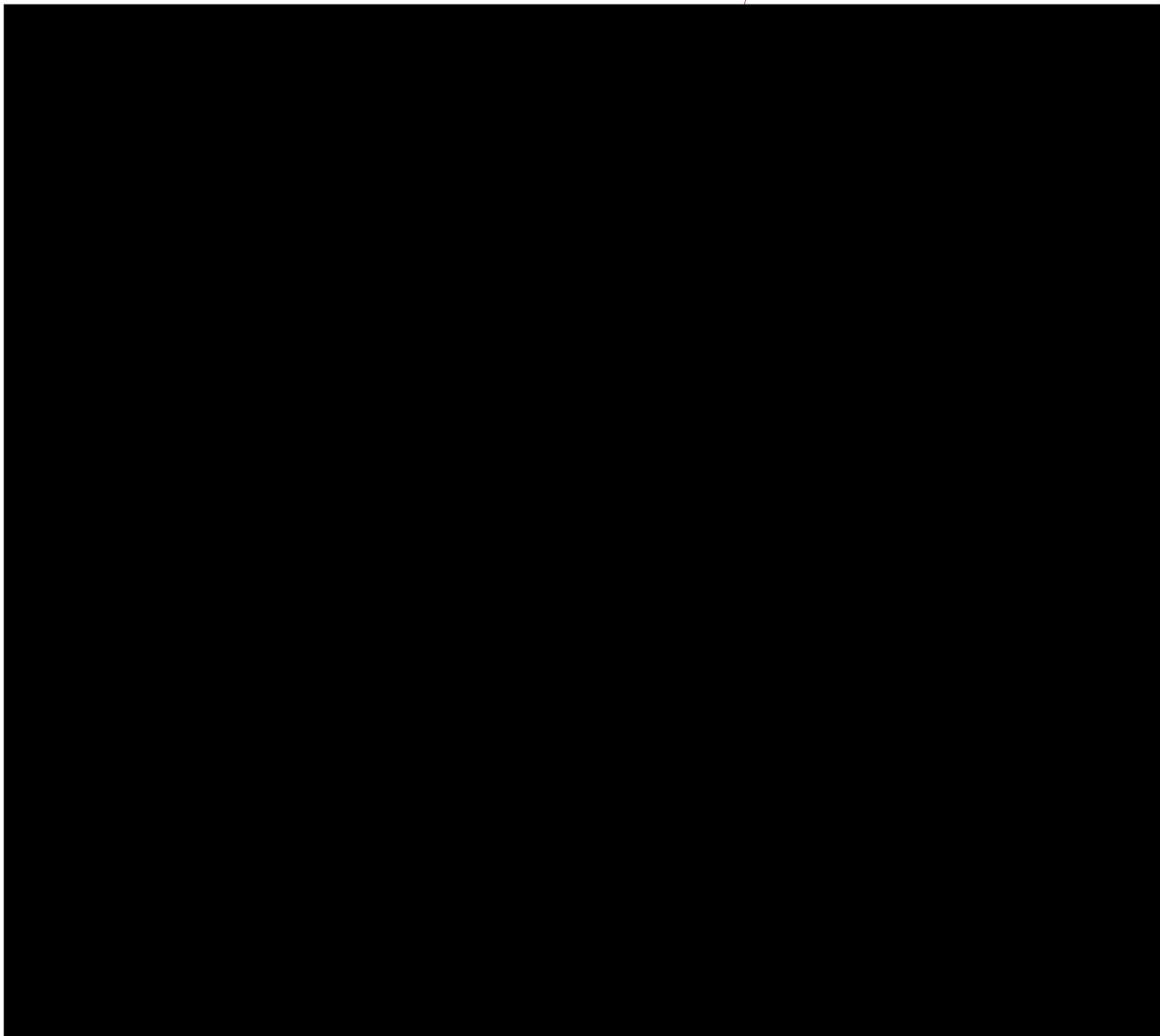
40(1)

**Information Note  
Department of Industry, Energy and Technology  
EMMC 2025 – Mines Session 3  
Delta Prince Edward, Ballroom  
Day 3 – July 11, 2025, 12:00pm – 1:15pm**

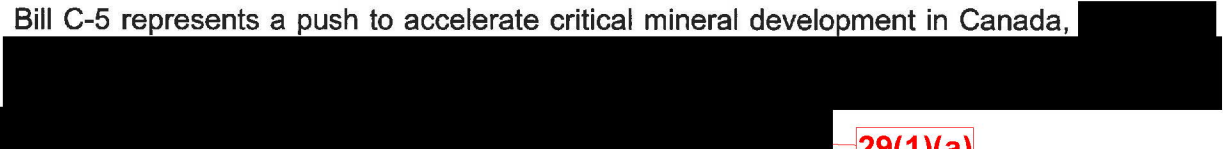
**Title: Mines Session 3:**



29(1)(a), 34(1)(a)(i)



- On June 26, 2025, Bill C-5, officially titled the **One Canadian Economy Act**, was passed by Senate. This Bill is considered important for critical mineral development because its potential to streamline the approval process for major projects, potentially accelerating the development of mines and processing facilities for critical minerals, which are essential for Canada's economic growth and energy security.
- Bill C-5 represents a push to accelerate critical mineral development in Canada,



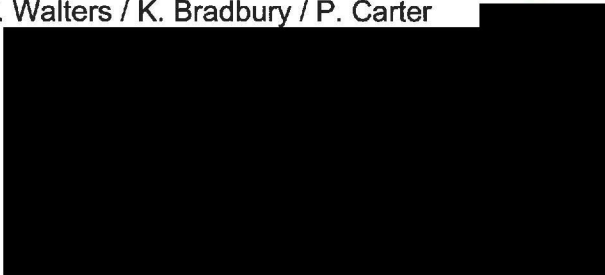
29(1)(a)

**Moderated Discussion Questions and Answer**, see Annex A

**Prepared by:** S. Brewer, J. Hart / T. Walters / K. Bradbury / P. Carter

**Approved:**

July 8, 2025



40(1)

**Decision/Direction Note**  
**Department of Industry, Energy and Technology**

**Title:** Former Consolidated Rambler Mine

**Decision/Direction Required:**

- Whether to sign a contract with Mitchelmore Engineering Company Ltd (MECO) for Provision of Engineering Consulting Services for a culvert replacement design and construction supervision at the former Consolidated Rambler Mine.

29(1)(a), 35(1)(d)

**Background and Current Status:**

- The Department of Environment and Climate Change - Water Resources Management Division (WRMD) regulates dams in the Province in accordance with the Canadian Dam Association (CDA) Dam Safety Guidelines and requires that owners keep dams in good repair and ensure that the structures are maintained and operated safely. The Department of Industry, Energy and Technology (IET) is responsible for Orphaned and Abandoned Mines (OAMs) in the Province and their associated dams.
- To ensure all dams remain in compliance with the CDA Dam Safety Guidelines, dam owners are required to complete an annual Dam Safety Inspection (DSI) and to complete a Dam Safety Review (DSR) as per the frequency determined by the dam classification.
- A DSR was completed for the former Consolidated Rambler Mine (CRM) site on March 21, 2022. The DSR report included the recommendation to complete a hydrology study and develop a hydrology and hydraulics model. This was needed to determine freeboard for all perimeter dams and the tailings dam, and the potential for ice and scour erosion at the North and South diversion ditch.
- The Hydrology Study was completed for the CRM site on February 19, 2025. The Hydrology Study report included a high priority recommendation for the design and installation of a replacement culvert at the CRM site.
- In May 2025, Mineral Development Division (MDD) issued a request for proposals (RFP) for Engineering Consulting Services for a culvert replacement design and construction supervision at the former Consolidated Rambler Mine. MDD received two proposals in response to the open call for bids (see Annex A).

**Analysis:**

- A three-member team from MDD evaluated the proposals and came to a consensus that MECO was the preferred bidder. MECO is technically capable of completing the work and the bid price of \$117,500 plus HST is good value for the work. (Annex A: Summary of the Proposals, Annex B: Summary of Scope of Work)
- MECO is based outside the province,

29(1)(a), 35(1)(d)

- MDD has funds available in its 2025/26 OAM budget to cover the cost of the contract. A purchase order has been established in accordance the Public Procurement Agency requirement that funds be encumbered prior to entering a contract.
- The contract with MECO includes the culvert replacement design and the construction supervision to implement the design. The cost of construction is unknown at this time and will only be determined once the engineering design by MECO has been completed.

[Redacted]

29(1)(a)

[Redacted]

29(1)(a), 30(1)(b)

- Awarding this contract to MECO complies with the Public Procurement Act.

29(1)(a), 35(1)(d)

**Alternatives:**

[Redacted]

**Prepared/Approved by:** D. Pittman / P. Philpott / K. Bradbury / P. Carter

**Deputy Minister Approval:**

[Redacted]

40(1)

July 23, 2025

Attached: Annex A: Summary of Proposals  
Annex B: Summary of Scope of Work

[Redacted]

40(1)

**Annex A: Summary of Proposals**

<b>Bidder Name</b>	<b>RFP Evaluation Score</b>	<b>Bid Price (HST extra)</b>
<b>MECO</b>	<b>96.0</b>	<b>\$117,500.00</b>

**29(1)(a), 35(1)(d)**

**Annex B: Summary of Scope of Work**

The RFP issued by MDD identified the Consultant's scope of work as:

1. Perform documentation review, interviews, and on-site visual inspections and other tasks as outlined by Canadian Dam Association, Dam Safety Guidelines, and relevant Technical bulletins.
2. Evaluate options for replacing the culverts at the Rambler Pond (England's Steady) outlet to determine the impact on the North Diversion Ditch and Northeast Dam if the outlet is modified.
3. Complete a design to replace the culverts.
4. Complete a cost estimate to get a contractor to complete the construction work.
5. Apply for and receive the Permit to Alter a Body of Water from Water Resources Management Division, Department of Environment and Climate Change.
6. Create a tender for the construction to replace the culverts. IET will issue the tender.
7. Evaluate the tender bids and recommend the winning bidder.
8. Co-ordinate with the contractor to schedule construction.
9. Supervise the construction on site. For bidding purposes, assume 20 hours of supervision.
10. Provide a draft written report of results including as-builts to IET for review.
11. Provide a final stamped report of results including as-builts and any required recommendations.

## AGREEMENT

**THIS AGREEMENT** made at St. John's, in the Province of Newfoundland and Labrador, on

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**Date**

**BETWEEN:**            **HIS MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR** as  
represented by the Minister of **Industry, Energy and Technology**  
**(“the Client”)**

**AND:**                 **MITCHELMORE ENGINEERING COMPANY (MECO) LIMITED**  
**(“the Consultant”)**

**THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

### **1.     Definitions**

In addition to the terms defined in the General Terms and Conditions attached as Schedule “C”, the following words and phrases shall have the following meanings:

- a.     “Contract Documents” shall mean and include:
  - i.    This head agreement (the “Head Agreement”);
  - ii.   The Scope of Work attached as Schedule “A”;
  - iii.   The Special Terms and Conditions attached as Schedule “B”;
  - iv.   The General Terms and Conditions attached as Schedule “C”; and
  - v.    Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule “D”.
  
- b.     “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

### **2.     The Consultant’s Work**

The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the “Work”). The Work shall be performed by the Consultant to the satisfaction of the Client.

### 3. Payment

#### 3.1 **Consideration**

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with the following:

(a) **Payment Option**

Subject to Article 3.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work an amount not to exceed, **one hundred seventeen thousand, five hundred dollars, and zero cents (\$117,500.00)** (plus HST) in accordance with the following payment schedule:

(i) **Monthly payments – Upon receipt of invoices, in accordance with Section 3.3 (d) of this Head Agreement**

#### 3.2 **Reimbursement of Expenses**

It is agreed and understood that reimbursements for the Consultant's expenses pursuant to this Agreement shall be made in accordance with the following:

- (a) The Client shall be responsible for only those reimbursable expenses as set out in this agreement provided the Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement.

#### 3.3 **Payment General**

- (a) Regardless of the payment option selected in Article 3.1 and/or 3.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of **one hundred seventeen thousand, five hundred dollars, and zero cents (\$117,500.00)** (plus HST), and a minimum of ten percent (10 %) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.
- (b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 3.3(a).

- (c) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within 30 calendar days of receipt of a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.
- (f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
- (g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.
- (h) The Consultant shall submit invoices to:
  - Darren Pittman**
  - Mineral Development Division**
  - Department of Industry, Energy and Technology**
  - 2<sup>nd</sup> Floor, Industry, Energy and Technology Building**
  - 50 Elizabeth Ave.**
  - P.O. Box 8700**
  - St. John's, NL A1B 4J6**

#### 4. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

**Darren Pittman**  
**Mineral Development Division**  
**Department of Industry, Energy and Technology**  
**2<sup>nd</sup> Floor, Industry, Energy and Technology Building**  
**50 Elizabeth Ave.**  
**P.O. Box 8700**  
**St. John's, NL A1B 4J6**

e-mail: **darrenpittman@gov.nl.ca**

For the Consultant:

**Perry Mitchelmore, P.Eng., PMP  
President**

**Phone: 902.444.3131  
perry.mitchelmore@MECOengineers.com**

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

- (a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
- (b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
- (c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

**5. Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

**6. Representations and Warranties**

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

**7. Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, if any, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the documents referenced in Schedule A – Scope of Work in the following order: the Request for Proposals, the Technical Proposal and the Cost Proposal.

**8. Start and Completion Date**

The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

Start Date:	July 19, 2025
Completion Date:	March 31, 2026

**9. Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

**10. Paragraph Numbering**

In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.

**11. Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

**HIS MAJESTY IN RIGHT OF  
NEWFOUNDLAND AND LABRADOR**

40(1)



**Minister of Industry, Energy and Technology,  
or his/her authorized designate**

**Mitchelmore Engineering Company Ltd.**

40(1)



**Authorized Signature**

10 July 2025

**Date**

## **SCHEDULE "A"**

### **SCOPE OF WORK**

The Consultant shall complete the work and/or perform the following services:

**A-1 Request for Proposals**

Provision of Engineering Consulting Services for a Culvert Replacement Design and Construction Supervision at the Former Consolidated Rambler Mine Site

May 26, 2025

81 Pages

**A-2 Technical Proposal**

Proposal in Response to RFP for ENGINEERING CONSULTING SERVICES

Culvert Replacement Design Former Consolidated Rambler Mine Site

June 18, 2025

53 Pages

**A-3 Cost Proposal**

Replacement Culvert Design – former Consolidated Rambler Mine Site FINANCIAL

June 17, 2025

3 Pages



**Department of Industry, Energy and Technology**

**Request for Proposals  
Terms of Reference**

**Provision of Engineering Consulting Services  
for a  
Culvert Replacement Design and  
Construction Supervision  
at the Former Consolidated Rambler Mine Site**

**May 26, 2025**

**Government of Newfoundland and Labrador  
Department of Industry, Energy and Technology  
Mineral Development Division  
PO Box 8700  
St. John's, NL A1B 4J6**

**SUMMARY OF KEY INFORMATION**

- 1. Date of Issue:** **May 26, 2025**
- 2. Closing Date for Submissions:** **June 18, 2025, at 3:00 pm Newfoundland time.**
- 3. Any inquiry must be directed to the Department Representative:**  
Darren Pittman  
Mineral Development Division  
Department of Industry, Energy and Technology  
2<sup>nd</sup> Floor, IET Building  
50 Elizabeth Avenue  
St. John's, NL A1B 4J6  
  
E-mail: [darrenpittman@gov.nl.ca](mailto:darrenpittman@gov.nl.ca)

## 1.0 INTRODUCTION

The Department of Industry, Energy and Technology (IET) is requesting proposals for engineering consulting services for **Culvert Replacement Design and Construction Supervision** at the former Consolidated Rambler Mine (CRM) site. The successful consultant must ensure that all work is consistent with Canadian Dam Association (CDA) guidelines.

## 2.0 SITE OVERVIEW

### 2.1 BACKGROUND INFORMATION

The former CRM is located on the Baie Verte Peninsula, approximately 15 km east of the Town of Baie Verte, NL. The property is located along a 1.4 km gravel access road which connects to Route 414 approximately 11 km to the east of Route 410 (see Figure 1). The property is bordered to the west, south, and east by undeveloped land consisting primarily of wilderness and forested areas, and to the north by Route 414, followed by an area currently under Mining Lease 141 (Ming Main Mine and Ming West Mine).

Consolidated Rambler Mines Limited obtained the rights to the property in 1961 and operated the project from 1964 to 1982, producing 4.3 million tonnes of copper. Approximately 3.8 million tonnes of potentially acid generating (PAG) tailings remain on the site. In 1987, a portion of the CRM property was declared Exempt Mineral Land, with the mineral and surface rights returning to the Crown.

Ming Minerals Limited mined from the Ming West and Rambler Main mines from 1995 to 1996 and processed the ore at the Rambler Main Mine Mill. The mill shut down in January 1997, and the ownership returned to the Crown.

The former CRM mine is classified as an orphaned and abandoned mine. All infrastructure related to the project was removed in 2008. The roads, dams, tailings stockpiles capped mine shafts, and excavated pits still remain at the site.

There are four dams at the CRM site: Northwest Dam, West Dam, Northeast Dam, and Southeast Dam (see Appendix A: Figures 2 and 3).

**Northwest Dam** – The Northwest Dam is a conventional rockfill dam and the primary tailings impoundment dam. The purpose of the embankment is to contain overland drainage occurring on the mine site, as well as legacy tailings, and to discharge all inflow water safely to the downstream while maintaining freeboard. The dam is approximately 350 m in length and three (3) metres in height. The slopes are rock-lined and slope 2.6H:1V or more on the upstream and 2.2H:1V or more on the downstream (Wood, 2020). The dam has an operational spillway, approximately 10 m wide at the sill and sloping 5H:1V to the crest at each abutment. This spillway discharges directly into the South Brook and away from the site.

**West Dam** – The West Dam is a conventional rockfill dam that provides separation between the tailings pond and Little Rambler Pond. The purpose of the embankment is to divert water from west of the tailings impoundment (Little Rambler Pond) into a diversion ditch that diverts clean water north, around the perimeter of the impoundment and eventually connecting with the spillway outflow from the Northwest Dam. The West Dam is approximately 280 m in length and 3.5 m in height. The tailings side slopes are approximately 2.5H:1V and the Little Rambler Pond side slopes are approximately 3H:1V (Wood, 2020). West Dam does not have a spillway or decant structure.

**Northeast Dam** – The Northeast Dam is a conventional rockfill dam that forms part of the North Diversion Ditch between Rambler Pond (England’s Steady) and Northwest Dam. The purpose of the embankment is to divert water away from the mine site. The embankment is approximately 100 m in length and five (5) metres high at the maximum section. The slopes are rock-lined and slope 3.4H:1V or more on the upstream and 2.2H:1V or more on the downstream (Wood, 2020). There are no appurtenant structures at Northeast Dam.

**Southeast Dam** – Southeast Dam is a conventional rockfill dam that diverts terrestrial flow from the northeast of the mine site to Rambler Pond (England’s Steady) and the North Diversion Ditch. The purpose of the embankment is to divert water away from the mine site. The Southeast Dam is approximately 60 m in length and three (3) metres in height. The slopes are rock-lined and slope 2.4:1V or more on the upstream and 2.3H:1V or more on the downstream (Wood, 2020). This dam does not have a spillway or other appurtenant structures.

The most recent Dam Safety Review (DSR) for CRM was conducted in 2022. The four dams were rehabilitated in 2018 and 2019. Minor repairs were completed to the Northwest Dam and spillway in 2023.

## 2.2 AVAILABLE DOCUMENTATION

The following documents will be provided for the Consultant at the proposal stage:

- *CRM Rambler Mine Hydrology Study, MECO, March 2025*
- *CRM Rambler Northwest Dam Re-grading Construction Completion Report, Englobe, March 2024*
- *Dam Safety Review (DSR) Former Consolidated Rambler Mine Newfoundland, Mitchelmore Engineering Company Ltd., March 2022*
- *Consolidated Rambler Mine – Tailings Management Area, Rehabilitation of Southeast, Northeast, and Northwest Dams, Project Completion Report, Former Rambler Mine, NL, Wood Environment & Infrastructure Solutions, March 2020*
- *Consolidated Rambler Mine – Tailings Management Area – West Dam, Project Completion Report, Former Rambler Mine, NL, Wood Environment & Infrastructure Solutions, March 2020*
- *2017 Dam Safety Inspection, Former Consolidated Rambler Mine Site, Golder Associates, January 2018*
- *Consolidated Rambler Mine CRM 2017 DSI Dam Safety Inspection Calculations Golder January 2018*
- *Inundation Mapping Golder Dam Breach Analysis C Rambler December 2017\_Final*
- *FINAL DESIGN REPORT for Consolidated Rambler Mine Dams Remediation West / Northwest / Northeast / Southeast Dams, Amec Foster Wheeler Environment & Infrastructure, a Division of Amec Foster Wheeler Americas Limited, April 2017*

### 3.0 SCOPE OF WORK

The hydrology study completed for CRM in 2025 noted a significant hydraulic restriction at the access roadway adjacent to Rambler Pond (England's Steady), where the six culverts (see Figure 4) are not able to safely discharge runoff from a 100-year rainfall event and likely increase the risk of failure of the North Diversion Ditch and Northeast Dam. A study to evaluate replacing the culverts with a fordable channel was recommended to determine the impact on the North Diversion Ditch and Northeast Dam if the outlet from Rambler Pond (England's Steady) is modified.

The Consultant must perform a Culvert Replacement Design and Construction Supervision at the Former Consolidated Rambler mine site according to best practices of the Canadian Dam Association, Dam Safety Guidelines, and relevant Technical Bulletins (most recent editions). This work must be completed in 2025 and will include the following:

1. Perform documentation review, interviews, and on-site visual inspections and other tasks as outlined by Canadian Dam Association, Dam Safety Guidelines, and relevant Technical Bulletins.
2. Evaluate options for replacing the culverts at the Rambler Pond (England's Steady) outlet to determine the impact on the North Diversion Ditch and Northeast Dam if the outlet is modified.
3. Complete a design to replace the culverts.
4. Complete a cost estimate to get a contractor to complete the construction work.
5. Apply for and receive the Permit to Alter a Body of Water from Water Resources Management Division, Department of Environment and Climate Change.
6. Create a tender for the construction to replace the culverts. IET will issue the tender.
7. Evaluate the tender bids and recommend the winning bidder.
8. Co-ordinate with the contractor to schedule construction.
9. Supervise the construction on site. For bidding purposes, assume 20 hours of supervision.
10. Provide a draft written report of results including as-builts to IET for review.
11. Provide a final stamped report of results including as-builts and any required recommendations.

### 4.0 CONDITIONS AND CONSTRAINTS

#### 4.1 SCHEDULE

The Consultant's draft report must be submitted by December 1, 2025. The Consultant's final reports must be submitted by December 15, 2025. All project invoicing must be received by IET on or before March 31, 2026. IET cannot be invoiced for the project after March 31, 2026.

## 4.2 HEALTH & SAFETY

The Consultant hired by IET is required to meet all OHS requirements (see Appendix B).

A. The OHS Requirement Checklist for Bids must be completed and submitted with the Bid. This must include the submission of an OHS Policy, COR Certification, and a WorkplaceNL Letter. This information should all be included in an appendix of the technical proposal.

B. The OHS Requirement Checklist for the Successful Bidder must be completed and submitted before the work can begin. Because this project is Tier 1 (Low Risk), the successful consultant will be required to submit an Emergency Response Plan and a Hazard Assessment Form.

C. The OHS Requirement Checklist for Daily Construction Reports must be completed and submitted every day the Consultant and/or Contractor is on site. This must include the submission of Orientation Reporting Forms, Toolbox Meeting Forms, Hazard Assessment Forms, Incident Reporting Forms, and Inspection Forms.

The Consultant shall meet the requirements of all laws of general application with regards to health and safety.

## 4.3 INSURANCE COVERAGE

a) The Successful Consultant shall obtain and maintain the following insurance policies:

i) **Commercial General Liability Insurance** acceptable to the client with a minimum limit of \$5,000,000 or such greater limit of insurance actually carried. Including cover for, severability of interests and cross liability, blanket contractual liability or standard contractual liability with reference to the work being requested and waiver of subrogation. Commercial General Liability insurance to include Non-Owned Auto coverage with a minimum limit of \$2,000,000 or such greater limit of insurance actually carried.

ii) **Automobile Liability Insurance** with a minimum limit of \$2,000,000 or such greater limit of insurance actually carried.

iii) **Errors and Omissions/Professional Liability Insurance** coverage of \$2,000,000 per claim, \$2,000,000 in aggregate, or such greater limit of insurance actually carried.

b) The Successful Consultant shall provide the Owner with current certificates of insurance, in a form and content reasonably acceptable to the Owner, verifying the required coverages and, where applicable, listing: His Majesty the King in the Right of Newfoundland and Labrador as Represented by the Minister of Transportation and Works as an additional insured. These certificates shall be provided to the Owner within ten (10) days of the Effective Date and on each renewal of the insurance policies thereafter and shall require that the Owner shall receive thirty (30) days written notice prior to cancellation, non-renewal, or material change during the term of the policy. The certificate should also note description of services and the division, tender #, contract #, PO # or other identifier that indicates the job/contract or division to which the certificate is being submitted.

c) If any insurance policy is written on a claims-made basis, such insurance should be maintained throughout

the term of the Agreement and for not less than (24) months after completion of the Services and provide annual certificates of insurance confirming the continuation of coverage. In the event the Contractor changes insurers throughout the term of the Agreement, the new claims-made policy shall include a retroactive date of the start of the Agreement or earlier.

#### **4.4 CHANGE OF SCOPE**

Any deviations in methodology, scope, or schedule for the project from that described in the proposal must be approved in advance by IET. Change in staff, and/or their responsibilities, from those identified in the proposal, must also be approved in advance by IET.

#### **4.5 CONSULTANT REGISTRATION WITH PEG-NL**

The Consultant and any subcontractor shall hold a current Permit to Practice issued by the Professional Engineers and Geoscientists of Newfoundland and Labrador (PEG-NL). The Permit to Practice must allow the Consultant to provide the full range of services required to complete the proposed scope of work. The Consultant shall provide a copy of the current Permit to Practice to the Department Representative with the proposal. Any proposal received from a Consultant that does not hold a current Permit to Practice that meets these requirements shall be rejected and returned unopened. For the purposes of this Request for Proposals, "current" shall be defined as the closing date for submissions, as per these Terms of Reference or subsequent Addenda. Reporting and recommendations must be reviewed and stamped by a Professional Engineer registered with PEG-NL.

#### **4.6 LIABILITY FOR ERRORS**

IET, its employees and agents shall not be held liable or accountable for any error or omission in any part of this Request for Proposals or response to consultant questions.

#### **4.7 BIDDER'S COSTS**

All costs associated with the preparation and submission of this Request for Proposals, including any costs incurred by the Consultant after the closing of this Request for Proposals, will be borne solely by the Consultant.

#### **4.8 LIMITATION OF DAMAGES**

The Consultant, by submitting a proposal, agrees that it will not claim for damages, for whatever reason, relating to the contract or in respect of the competitive process in excess of the amount equivalent to the reasonable costs incurred by the Consultant in preparing its proposal. The Consultant, by submitting a proposal, waives any claim for loss of profits if no contract is made with the Consultant.

#### **4.9 CONSULTANT CONTRACT**

The Successful Consultant, by submitting a proposal, agrees that it will enter into the agreement included in APPENDIX C.

## 5.0 SUBMISSION OF PROPOSAL

Interested Consultants shall submit the proposal by e-bidding through MERX. Late proposals cannot be accepted.

The technical proposal shall include full details and methodology of project implementation. The Consultant shall submit a detailed schedule showing significant milestones with their completion dates and details of the proposed hours allocated to key personnel for each task. The proposal shall identify subcontractors to be used. The cost proposal shall identify hourly and daily rates for proposed personnel as well as any disbursement costs associated with the use of proposed personnel. Information provided in the cost proposal may be used in establishing the price for additional work outside that of the original scope.

## 6.0 EVALUATION OF PROPOSALS

Evaluation and awarding of contracts will be done in accordance with the Public Procurement Act, (Newfoundland and Labrador) and its associated Regulations as amended.

A two-envelope system shall be used in proposal evaluation, whereby the technical portion of each proposal will be evaluated first without consideration of cost. In order for cost proposals to be opened and reviewed, the technical portion of the proposal must obtain an overall technical rating of at least 55 out of 75 points as per the table below. Any proposal that does not meet this benchmark shall be rejected and the associated cost proposal shall not be opened for evaluation.

The Department of Industry, Energy and Technology reserves the right to reject any or all proposals, to select a proposal that is not scored the highest, and to refuse any proposal that does not meet the specifications, as determined by the Department's Evaluation Committee. The Department may cancel this Request for Proposals at any time after issuance and will not reimburse Respondents for any costs incurred in the preparation and/or presentation of a proposal. IET reserves the right to negotiate with the successful bidder.

<b>Provision of Engineering Consulting Services for a Culvert Replacement Design and Construction Supervision at the Former Consolidated Rambler Mine Site</b>				
<b>EVALUATION CRITERIA</b>	<b>Maximum Points (A)</b>	<b>Minimum Points</b>	<b>Percentage Score (B)</b>	<b>Points Awarded (A*B)</b>
<b>TECHNICAL PROPOSAL (Separate envelope)</b>				
<b><u>Methodology and Scheduling</u></b>				
Detailed Methodology *	30			
Detailed Schedule *	10			
Proposed Hours for Key personnel *	5			
Manage Risks to the Project *	5			
<b><u>Experience and Qualifications</u></b>				
Company Experience *	5			
Project Team Experience *	15			
Project Team Qualifications *	5			
<b>TECHNICAL PROPOSAL SUBTOTAL</b>	<b>75 points</b>	<b>55 points</b>		
<b>COST PROPOSAL</b>	<b>25 points</b>			
<b>TOTAL POINTS (Technical and Cost Proposals)</b>	<b>100 points</b>			

\*See section 7.1 for definitions of rating factors

## 7.0 DEFINITION OF RATING FACTORS

The bidder shall demonstrate the following to the satisfaction of the IET.

### **Methodology and Scheduling**

#### a) Detailed Methodology (30 points)

The Consultant shall describe in detail and demonstrate the completeness of services required to meet the project objectives. For each task in the scope of work, a proposed detailed methodology shall be provided. The Consultant shall outline the details of any field work that may be required for the project.

#### b) Detailed Schedule (10 points)

The Consultant shall provide a detailed schedule that identifies when the services shall be conducted, indicates individual responsibilities for each service, and demonstrates that the project will be completed within the allotted time.

The schedule shall include at least the following major milestones: contract award (approximately 2 weeks after closing date for submissions), each of the points listed in the Scope of Work, completion of fieldwork, submission of report "Table of Contents" for IET review, submission of draft reports, IET's one-week review of draft reports, meetings with IET staff, and submission of final reports.

The Consultant should also list the anticipated permit requirements in their proposal (if any) and include timelines to acquire these permits in their schedule. Permits required for any site work shall be the responsibility of the Consultant. A copy of the application(s) for any permits must be provided to IET prior to submission to the applicable regulatory authority(s).

#### c) Proposed Hours for Key Personnel (5 points)

The Consultant shall list the proposed hours for each team member for each task in the scope of work. The Consultant shall include the names and hours for the people responsible for writing and for reviewing the reports. The Consultant shall include the names of any sub-contractors to be used and a description of the work they will provide.

#### d) Manage Risks to the Project (5 points)

The Consultant shall provide a description of the risks to the project and explain how risks will be managed to ensure the project is completed safely, on time, and within budget.

### **Experience and Qualifications**

#### a) Company Experience (5 points)

The Consultant must demonstrate the relevant experience of the company on similar projects. A brief description of three (3) projects completed by the Consultant that are similar to this project shall be provided. If more than three (3) projects are provided, only the first three (3), as they appear in the proposal, shall be considered.

b) Project Team Experience (15 points)

The Consultant shall demonstrate the relevant experience of each member of the project team. A brief description of three (3) examples of the previous work completed by each member that is similar to the work he/she will undertake in this project shall be provided. If more than three (3) examples of previous work are provided for each member, only the first three (3), as they appear in the proposal, shall be considered. The Consultant shall provide the names and relevant experience for other staff members that are able to replace the key members of the project team if required.

c) Project Team Qualifications (5 points)

The Consultant shall demonstrate the relevant qualifications and capacity of each member of the project team to provide the services required. Relevant education, training, and professional association memberships etc., should be listed for each team member. The Consultant shall provide the names and qualifications for other staff members that are able to replace the key members of the project team if required.

Please note that the experience of both the Company and Project Team members must be both relevant and recent i.e., within the last five years. Any experience gained previous to that period will carry less weight in the evaluation.

**Cost Proposal (25 points)**

Only costs for proposals with a technical score of 55 or higher will be evaluated. The lowest cost proposal gets 100% of the available points. All the other proposals are awarded a percentage of available points based on dividing the lowest cost proposal by their own proposal cost and then multiplying by the points available. The lowest cost will obtain a high score of 25 points. Cost Proposal Points Awarded = 25 x (lowest cost / proposal cost being evaluated).

## **8.0 REPORTING**

The conceptual layout of reports shall be assembled no later than the mid-point of the project time schedule and shall include a “Table of Contents” and a comprehensive Executive Summary. The layout shall be discussed with and approved by the Department Representative to ensure the presentation of information is logical and in accordance with the findings and the terms of reference.

Reports shall be printed on standard sized (8½ x 11), paper and shall be single-spaced and double-sided. Drawings shall be printed on ledger size (11x17) for the report. The Consultant shall view the assembly of the draft report as though it were the final report. The Consultant shall allow the Department Representative one week to review draft reports and provide feedback.

Two (2) copies of the final reports shall be produced following approval of the final draft by IET. A copy of the Report shall be provided in mutually agreeable digital formats. Field notes and photographic records shall also be provided upon completion of the final report.

## 9.0 DEPARTMENT REPRESENTATIVE

All inquiries, requests for additional information or clarifications are to be directed to the Department Representative. The Department Representative for this project is:

4. Darren Pittman  
Mineral Development Division  
Department of Industry, Energy and Technology  
2<sup>nd</sup> Floor, IET Building  
50 Elizabeth Avenue  
St. John's, NL A1B 4J6

E-mail: darrenpittman@gov.nl.ca

## 10.0 OWNERSHIP OF BIDS AND ATIPPA

This procurement process is subject to the **Access to Information and Protection of Privacy Act, 2015**.

The Consultant agrees that any specific information in its proposal that may qualify for an exemption from disclosure under subsection 39(1) of the **Access to Information and Protection of Privacy Act, 2015** has been identified. If no specific information has been identified it is assumed that, in the opinion of the Consultant, there is no specific information that qualifies for an exemption under subsection 39(1) of the **Access to Information and Protection of Privacy Act, 2015**. By submitting a proposal, the Consultant agrees to the appropriate disclosure of the information supplied, subject to the provisions of the Act.

All proposals, including attachments and any documentation, submitted to, and accepted by IET in response to this Request for Proposals become the property of IET.

**APPENDIX A – Figures**

**Provision of Engineering Consulting Services  
for a  
Culvert Replacement Design and Cost  
Estimate  
at the Former Consolidated Rambler Mine  
Site**



**Figure 1 : Former Consolidated Rambler Mine Location Map**

*APPENDIX A - Figures*

*Provision of Engineering Consulting Services for a Culvert Replacement Design and Construction Supervision at the Former Consolidated Rambler Mine Site*



Figure 2: Former Consolidated Rambler Mine Site Map

APPENDIX A - Figures

Provision of Engineering Consulting Services for a Culvert Replacement Design and Construction Supervision at the Former Consolidated Rambler Mine Site



Figure 3: Location of Culverts and North Diversion Ditch

APPENDIX A - Figures

Provision of Engineering Consulting Services for a Culvert Replacement Design and Construction Supervision at the Former Consolidated Rambler Mine Site

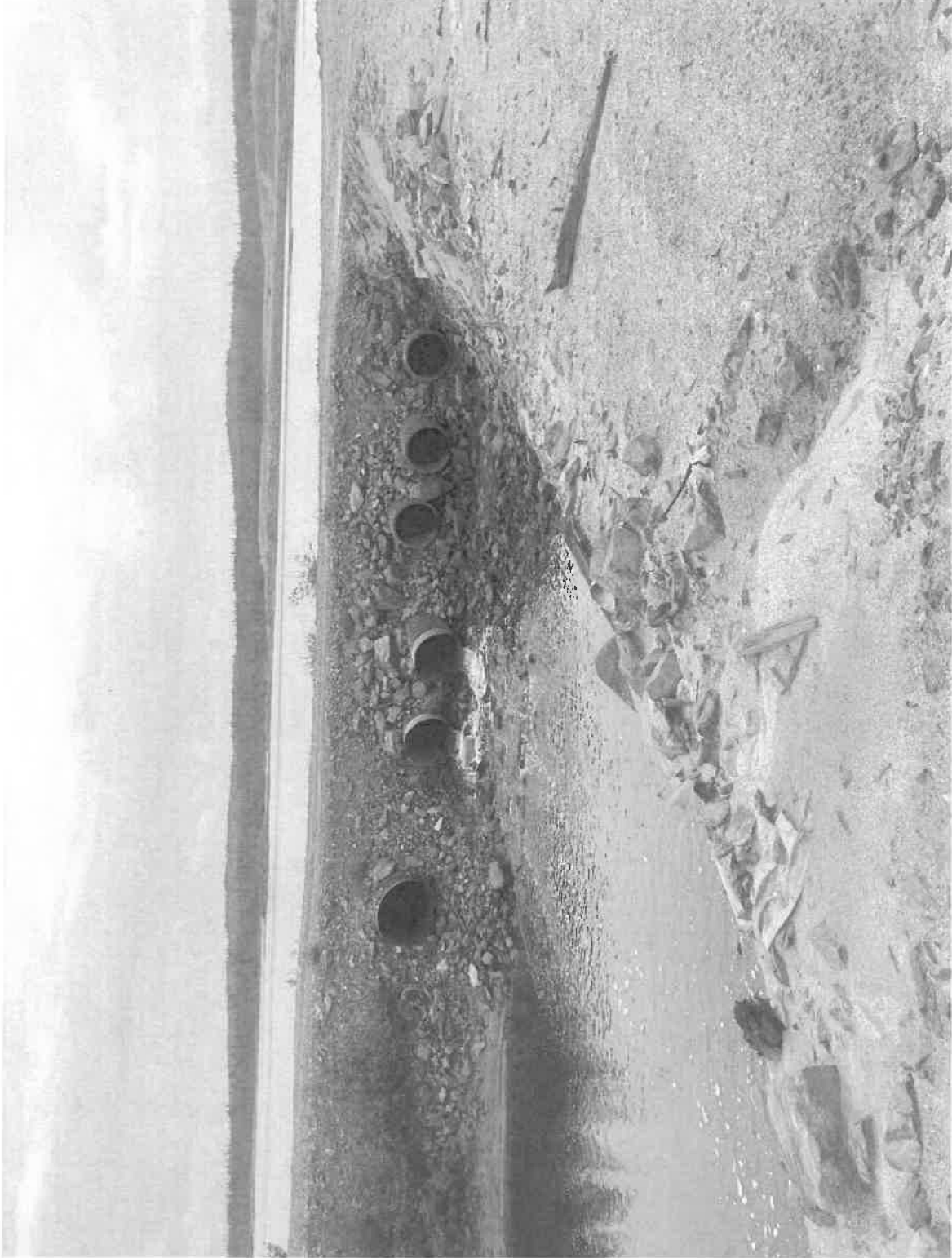


Figure 4: Photo of the 6 culverts to be replaced. (England's Steady in background)

*APPENDIX A - Figures*

*Provision of Engineering Consulting Services for a Culvert Replacement Design and Construction Supervision at the Former Consolidated Rambler Mine Site*

## **APPENDIX B – OHS**

### **Occupational Health and Safety Requirements**

## Occupational Health and Safety Requirements for Contracts

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### 1.0 Introduction

This document provides an outline of the Occupational Health and Safety (OHS) expectations for contractors and consultants hired by the Department of Industry, Energy and Technology (IET), Government of Newfoundland and Labrador. IET follows strict adherence to Occupational Health and Safety Legislation and holds these same standards as Principal Contractor. It is our duty as Principal Contractor to ensure, where reasonably practicable, that contractors and consultants doing work for IET comply with the Occupational Health and Safety Act and associated Occupational Health and Safety Regulations.

IET will be using a two tier system for the OHS expectations for contractors and consultants hired by IET. Tier I will be used for jobs that are considered Low Risk (culvert repairs, site grading, brush cutting etc.) and of relatively short duration (less than one week). Tier II will be used for jobs that are considered medium to high risk (dam repairs, work near open shafts etc.) and may be longer in duration. See Appendix A-2, Tier Identification Table.

### 2.0 Contractor and Consultant Expectations

The following sections outline the expectations for contractors and consultants hired to work for IET. All of these requirements may already be present in an existing OHS Program. IET requires that all items listed below be completed and submitted to IET as detailed below. IET will use Appendices A, B and C to ensure all required documents are submitted. Contractors and consultants are responsible for the content of all documents as per the requirements of the Occupational Health and Safety Act and associated Occupational Health and Safety Regulations.

### **3.0 OHS Documents Required with Quotes and Bids**

The OHS Requirement Checklist for Bids (Appendix A-1) must be completed and submitted with the Bid.

#### **3.1 OHS Policy and Program**

All contractors and consultants hired by IET are considered employers and are required by the Occupational Health and Safety Act to have, at a minimum, an OHS Policy. Contractors or consultants with more than 10 employees are required by the Occupational Health and Safety Act to establish an OHS Program.

The OHS Policy or the OHS Program must be included with the Bid.

#### **3.2 COR Certification**

All contractors and consultants hired by IET require COR Certification from the Newfoundland and Labrador Construction Safety Association (NLCSA).

A valid copy of the COR Certification must be included with the bid.

#### **3.3 WorkplaceNL Clearance Letter**

All contractors and consultants hired by IET require a WorkplaceNL Clearance Letter.

A valid copy of the WorkplaceNL Clearance Letter must be included with the bid.

## **4.0 OHS Documents Required from the Successful Bidder**

The successful bidder will be provided with a Successful Bidder Package. The successful bidder will be required to submit the following OHS documentation (and the completed checklist in Appendix B-1) to the satisfaction of IET before the contract is signed. Failure to provide the required documentation within the specified timeframe may result in the contract being void. Under no circumstances may the work begin without the following documentation being accepted by IET.

### **4.1 Hazard Identifications**

All contractors and consultants working for IET must conduct Hazard Assessments for tasks performed at the work site.

Tier I contracts must complete the IET Hazard Assessment form (Appendix B-2) or an equivalent as proposed in the COR requirements.

Tier II contracts must complete a Site Specific Safety Plan.

Field Level Hazard Assessments must be completed daily by both Tier I and Tier II.

### **4.2 Emergency Response Plan**

An Emergency Response Plan (ERP) is a required document for contractors and consultants working for IET as per COR Certification. ERPs must be in place before any work starts on-site, and must be kept updated as changes occur.

## **5.0 OHS Documents Required with the Daily Construction Reports**

### **5.1 Orientations**

All contractors and consultants must perform an onsite OHS orientation with all employees and visitors that is specific to the work outlined in the contract before entering the worksite.

Records for all orientation meetings must be maintained and sent to IET with the daily construction report. See example of an Orientation Reporting Form in Appendix C-2.

### **5.2 Toolbox Meetings**

Toolbox meetings must be completed at the beginning of each work day and when there is a change to the planned scope of work. The toolbox meeting minutes must include a description of the topics discussed, a record of attendance, and identification of anyone responsible for corrective measures for issues identified.

Records for all toolbox meetings must be maintained and sent to IET with the daily construction report. See example of a Toolbox Meeting Form in Appendix C-3.

### **5.3 Hazard Assessment Forms**

All contractors and consultants working for IET on Tier I jobs must provide a Hazard Assessment for tasks performed at the worksite. A Hazard Assessment was submitted before contract was signed. Additional Hazard Assessments must be completed as required whenever additional tasks are planned or conditions for existing tasks change. Records for all Hazard Assessment Forms must be maintained and sent to IET with the daily construction report. If available, contractors and consultants may use their own Hazard Assessment form. An example of Hazard Assessment Form is found in Appendix B-2.

## 5.4 Incident Reporting

An incident is defined as an occurrence, condition, or situation arising in the course of work that resulted in or could have resulted in injuries, illnesses, and damage to health, or fatalities. All incidents must be reported to IET within one hour of occurrence. An Incident Report must be submitted to IET within three days of incident. Incidents that result in injury must be reported to WorkplaceNL according to Occupational Health and Safety legislation.

Records for all incidents must also be maintained and sent to IET with the daily construction reports. All contractors and consultants are required to use the Hazard/Incident reporting form found in Appendix D.

## 5.5 Inspections

Contractors are expected to perform daily Pre-use Inspections and twice-weekly Regular Inspections over the course of the project.

- Pre-use inspections are inspections of equipment to ensure it is in good working order before it is put into operation.
- Regular inspections are ongoing inspections conducted by supervisors and workers as part of their job responsibilities. Hazardous conditions may be noted and are either corrected immediately or reported as a hazardous occurrence for corrective action. Regular inspections should be undertaken on a twice-weekly basis, and are a significant part of the responsibilities of supervisors. Records for all inspections must be maintained and sent to IET with the daily construction report.

## **6.0 Industry, Energy and Technology Duties**

### **6.1 Consultants**

IET may directly oversee a project or use a consultant to oversee the project. In the case of a consultant hired by IET to oversee a project, the consultant will act as the IET representative to carry out specific duties for IET as discussed below.

### **6.2 Orientation**

IET (or representative) will conduct a general orientation with the contractor before work starts.

### **6.3 Audits**

It is the duty of IET, as Principle Contractor, to ensure that all contractors and consultants are complying with all aspects of the Occupational Health and Safety Act and associated regulations. IET reserves the right to audit the health and safety practices at the work site to ensure compliance with the Occupational Health and Safety Act.

IET (or representative) will perform a minimum of one formal audit per project using the checklist in Appendix E.

### **6.4 Stop Work Orders**

Contractors and Consultants must be aware IET may order either a suspension or an immediate total or partial stoppage of the work if IET has reasonable grounds to believe that the work is endangering or compromising anyone's OHS, including that of users and of the general public. Reasonable grounds for a Stop Work Order also include failure to submit OHS documents as detailed in section 5.0.

If a stop work order is issued, the Contractor must provide IET with all the requested information and with all the assistance thereby needed to ensure that corrective measures are diligently taken before IET can authorize the resumption of work.

All costs associated with such stoppage or suspension of work shall be borne by the Contractor, who acknowledges that no financial compensation will be granted by IET for any damage that may be suffered by the Contractor including, without however being limited to, delays in the work resulting from such stoppage or suspension, motivated by a hazard or a risk of compromising Anyone's OHS, including that of users and of the general public.

The Contractor acknowledges and agrees that, in such a case, such intervention by IET does not, in any way, substitute IET for the Contractor with respect to the latter's roles, obligations, responsibilities and duties as principal contractor.

In the event of a suspension or total or partial stoppage of the work by OHS, or the imposition, by OHS, of safety restrictions, regulations, or directives, IET will not grant the Contractor any financial compensation for any damage that may be suffered by the Contractor including, without however being limited to, delays in the work resulting from such intervention by OHS.

## **Appendix A – OHS Requirements for Bids**

**Appendix A-1 OHS Requirement Checklist for Bids**

**Appendix A-2 Tier Identification Table**

### Appendix A-1 OHS Requirement Checklist for Bids

The checklist below and each item in the checklist must be completed and submitted with your bid. Incomplete submissions will not be considered. This checklist allows IET to ensure that all contractors and consultants are aware of their OHS obligations and expectations.

OHS Requirement Checklist for Bids	Yes	No	On which pages?
<b>Have the items below been submitted with your bid?</b>			
1. OHS Policy (for 10 or fewer employees), or OHS Program (for more than 10 employees)			
2. COR Certification			
3. WorkplaceNL Clearance Letter			

**I certify that all required Health and Safety documents have been submitted to Industry, Energy and Technology with the Bid.**

**Company Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Tier Identification Table Appendix A-2

	<b>Tier 1 (Low Risk)</b>	<b>Tier 2 (Medium Risk)</b>	<b>Tier 3 (High Risk)</b>
<b>Examples of Contracts in each category</b>	Brush cutting; General site grading; Site cleanup; Dam Repairs – basic grading, crush stone fill in; Installing culverts	Quarry Development ( blasting and drilling); Dam Repairs - extensive (excavation machines etc.) Cap and Adit ( repairing tunnels and shafts including filling in tunnels and cement slab covers)	Any contract that exceeds one month and that has multiple contractors involved in the work ( more than one contractor on the site)  This typically would be high level construction projects such as building construction; road and bridge construction.
<b>Site Specific Safety Plan Required</b>	No Site Specific Safety Plan required; hazard assessments must be completed using IET form (Appendix B-2).	Yes	Yes
<b>Risk Management</b>	Comprehensive hazard assessment completed (COR requirement) ; Field Level Assessment tool in place and used by all employees	Comprehensive hazard assessment completed (COR requirement) ; Field Level Assessment tool in place and used by all employees	Comprehensive hazard assessment completed (COR requirement). R.A completed for all tasks. Field Level Assessment tool in place and used by all employees

## **Appendix B**

### **Successful Bidder Package: OHS Requirements**

**Appendix B-1 Successful Bidder Package: OHS Requirement Checklist**

**Appendix B-2 Hazard Assessment Form**

## Appendix B-1 Successful Bidder Package: OHS Requirement Checklist

The checklist below and each item in the checklist must be completed and submitted to IET before the contract can be signed. This checklist allows IET to ensure that all contractors and consultants are aware of their OHS obligations and expectations.

Successful Bidder OHS Requirement Checklist	Yes	No	On which pages?
<b>Have the documents below been submitted?</b>			
1. Hazard Assessment Form (Appendix B-2) for Tier I jobs and/or Site Specific Safety Plans for Tier II jobs			
2. Emergency Response Plan			

**I certify that all required Health and Safety documents requested in the Successful Bidder Package have been submitted to Industry, Energy and Technology**

**Company Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Appendix B-2 Hazard Assessment Form

## Hazard Assessment Form

**Identify the hazard:**

**Risk = Frequency (F) + Probability (P) + Severity (S)**

**Frequency:** Percentage of time the employee is exposed to the hazard for the duration of the task.

Frequency Rating	Explanation
1	< 20%
2	20-50%
3	50-80%
4	> 80%

**Probability:** likelihood of the hazard causing an incident.

Probability Rating	Explanation
1	Low probability
2	Moderate probability
3	High probability
4	Almost Certain probability

**Severity of Consequences:** amount of harm typically caused.

Severity Rating	Explanation
1	Negligible: First Aid Injury/illness
2	Marginal: Medical aid, minor injury/illness
3	Critical: Lost time, serious injury, illness
4	Catastrophic: Fatality/life threatening

It is important to note that in extreme cases an argument can be made that any hazard can result in a catastrophic severity (a slip on a small puddle of water could conceivably result in a fatality as a result of someone hitting their head). However, this is NOT the typical result you would see and caution should be exercised to ensure that the severity rating is consistent with what the typical injury would be.

**Risk Level**

1	2	3	4	5	6
Low				Medium	
8	9	10	11	12	13
High				Very High	

**Risk Rank & Action**

High (8-12)	Improve control measures. Consider stopping work. Conducting work at this level of risk is to be reported immediately.
Medium (5-7)	Review control measures and improve where reasonably practicable to do so. Consider alternative ways of working.
Low (3-4)	Field Level Risk Assessment - Toolbox talk required if more than one worker. Maintain control measures and review if there are any changes.

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	<u>Untreated Hazard Assessment</u> Frequency (F) Probability (P) Severity (S) Hazard Risk (HR) <b>F + P + S = HR</b>	<u>Treated Hazard Assessment</u> Frequency (F) Probability (P) Severity (S) Hazard Risk (HR) <b>F + P + S = HR</b>
<u>Source(s) of Hazards</u>	<b>F</b> <b>P</b> <b>S</b> <b>HR</b>	<u>Current/Recommended Controls</u> <b>F</b> <b>P</b>
		61

	<u>F</u>	<u>P</u>	<u>S</u>	<u>HR</u>	<u>Current/Recommended Controls</u>	<u>F</u>	<u>P</u>
<u>Source(s) of Hazards</u>							
							62

<u>Source(s) of Hazards</u>	<u>F</u>	<u>P</u>	<u>S</u>	<u>HR</u>	<u>Current/Recommended Controls</u>	<u>F</u>	<u>P</u>
							63

<u>Source(s) of Hazards</u>	<u>F</u>	<u>P</u>	<u>S</u>	<u>HR</u>	<u>Current/Recommended Controls</u>	<u>F</u>	<u>P</u>

<u>Assessment Team Members:</u> (print)	<u>Title:</u>	<u>Signature:</u>	<u>Department:</u>	<u>Date</u>
1 _____	1 _____	1 _____		64
2 _____	2 _____	2 _____		
3 _____	3 _____	3 _____		
4 _____	4 _____	4 _____		
5 _____	5 _____	5 _____		
6 _____	6 _____	6 _____		

## **Appendix C**

### **Daily Construction Reports: OHS Requirements**

**Appendix C-1 Daily Construction Reports: OHS Requirement Checklist**

**Appendix C-2 Orientation Reporting Form**

**Appendix C-3 Toolbox Meeting Form**

**Appendix C-4 Incident Reporting Form**

**Appendix C-5 Inspection Form**

## Appendix C-1 Daily Construction Reports: OHS Requirement Checklist

This checklist is to be used by IET to ensure that all contractors and consultants are aware of their OHS obligations and expectations. Each item in the checklist below must be completed and submitted to IET as detailed in section 5.0. Failure to submit the required documentation will result in a Stop Work Order.

Checklist Items	Yes	No	N/A
<b>Have the documents below been submitted?</b>			
1. Orientation Reporting Forms (Appendix C-2)			
2. Toolbox Meeting Form (Appendix C-3)			
3. Hazard Assessment Form (Appendix B-2)			
4. Incident Reporting Form (Appendix C-4)			
5. Inspection Form (Appendix C-5)			

## **Appendix C-2 Orientation Reporting Form**

<b>EMPLOYEE ORIENTATION CHECKLIST</b>			
<b>Areas to be Covered</b>	<b>Description</b>	<b>Completed</b>	
		<b>Yes</b>	<b>No</b>
Company Safety Rules	Explain safety rules that are specific to your company.		
Company Policies	Explain the health, safety and wellness policies of your company.		
Previous Training	Ask the employee if she/he has taken any safety training.		
Training	Provide any necessary safety, environmental, compliance or policy/procedural training.		
Health and Safety	Inform the health and safety specialist that a new employee has joined the company who will need safety training. Arrange for this training and education to occur.		
Potential hazards	Tour the work areas and facility and discuss associated work area hazards and safe work practices.		
Emergency Procedures	Show and explain how to use emergency eyewashes and showers, first aid kits, fire blankets, fire extinguishers, fire exits and fire alarm pull boxes, as applicable. Demonstrate the evacuation procedures.		
Toxic Products	Identify workspaces where hazardous materials are used, stored or disposed. Provide training as necessary.		
Food and Beverages	Explain that food and beverages are only permitted to be stored in refrigerators clearly labelled "FOOD ONLY".		
Emergency Notification Form	Have employee complete the Emergency Notification form. Keep a copy for your files and send a copy to your Emergency Coordinator.		
WHMIS	Provide education about WHMIS. Identify the location of the Material Safety Data Sheets (MSDSs). Review the MSDSs for all hazardous materials to be used by the employee. Explain hazardous material labelling requirements. Conduct job specific training.		
Emergency Evacuation	Review the company's Emergency Evacuation Plan and explain the evacuation signals and procedures, point out proper exit routes and the designated assembly area for your Branch.		
Personal Protective Equipment (PPE)	Review the PPE program if the employee will be required to wear protective equipment. Issue appropriate personal protective equipment (PPE) that must be worn as required by the work being performed.		
In Case of Injury or Illness	Review the reporting procedures in the event of an injury and/or accident.		
Health and Safety Committee	Supply a copy of the facility telephone list with names of the Health and Safety Committee members highlighted. Identify the location of the safety bulletin board. Explain how the employee		

	can participate in the health and safety process (e.g., report hazards)		
General Rights and Responsibilities	Explain worker rights and responsibilities as granted by legislation. (See the section of our OSH Answers on <u>Legislation</u> for more details.)		
Emergency Contact	Provide a list of names, addresses, phone numbers and fax numbers of the persons who must be contacted in case of emergency.		
Document	Maintain a record of the orientation.		

Employee Name:

Date:

Supervisor's Signature:

## Appendix C-3 Toolbox Meeting Form

## Tool Box Talk Attendance Form

Company	Supervisor	Talk Lead
---------	------------	-----------

Date:	Tool Box Talk Topic:
-------	----------------------

### Sign-In Sheet

	Print Name	Sign Name	Job Description/Local
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

## **Appendix C-4 Incident Reporting Form**

## Hazard/Incident Report

<b>Employee name:</b>	<b>Department:</b>	<b>Incident date (dd/mm/yyyy):</b>	<b>Incident time (24 HR):</b>
-----------------------	--------------------	------------------------------------	-------------------------------

### Report Type

<input type="radio"/> <b>Hazard</b> (unsafe condition or practice)	Employee completes sections: 1, 2	Supervisor completes sections: 3, 10, 11
<input type="radio"/> <b>Near miss</b> (event that could have led to injury or damage)	Employee completes sections: 1, 2	Supervisor completes sections: 3, 6, 7, 9, 10, 11
<input type="radio"/> <b>Injury/illness</b> (event that resulted in injury or illness)	Employee completes sections: 1, 2	Supervisor completes sections: 3, 4, 5, 6, 7, 8, 9, 11
<input type="radio"/> <b>Property damage</b> (Incident resulting in damage to employer property)	Employee completes sections: 1, 2	Supervisor completes sections: 3, 6, 7, 9, 11

### 1. Description of Hazard/Incident

Occurred on employer premises?  Yes  No

Exact location:

If hazard/near miss/property damage, actions taken (if any):

If hazard/near miss/property damage, recommendations (if any):

**2. Your Supervisor's Name:**

**Please submit to your supervisor immediately**

### Hazard/Incident Report

#### 3. Supervisor/Manager Comments:

#### 4. Injury/Illness Information:

Injury  Illness

Was the work/activity being done for the purpose of the employers business?  Yes  No

If no, what was the purpose?

Years/Months of experience in current occupation:	Consecutive days worked prior to incident:	Hours into shift when incident occurred:
---	--	--

Body parts injured (see appendix 1):	Side of Body:	Nature of injury (see appendix 2):	Source of injury (see appendix 3):
1.	1.	1.	1.
2.	2.	2.	2.
3.	3.	3.	3.

What are the lifting requirements of this occupation?  <11 lbs  11 – 21 lbs  22 – 44 lbs  >44lbs

#### 5. Event Type

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> 10000 Abnormal operation</li> <li><input type="checkbox"/> 10010 Caught between or under</li> <li><input type="checkbox"/> 10020 Caught in (pinch point)</li> <li><input type="checkbox"/> 10030 Caught on (snagged, hung)</li> <li><input type="checkbox"/> 10040 Contact with (electricity, heat, cold, radiation, caustics, toxics, biological, noise)</li> <li><input type="checkbox"/> 10050 Environmental release</li> <li><input type="checkbox"/> 10060 Equipment failure</li> <li><input type="checkbox"/> 10070 Fall on same level</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> 10080 Fall to lower level from elevation</li> <li><input type="checkbox"/> 10090 Fire/explosion</li> <li><input type="checkbox"/> 10100 Other</li> <li><input type="checkbox"/> 10110 Overexertion/overstress/overpressure/ergonomic</li> <li><input type="checkbox"/> 10120 Product contamination</li> <li><input type="checkbox"/> 10130 Struck against (running &amp; bumping into)</li> <li><input type="checkbox"/> 10140 Struck by object</li> <li><input type="checkbox"/> 10150 Transportation accident</li> <li><input type="checkbox"/> 10160 Unknown</li> </ul> |
|---|--|

**Hazard/Incident Report**

**6. Immediate Cause(s) (Check all that apply)**

- |   |   |
|---|---|
| <input type="checkbox"/> 10000 Congestion or restricted action                    | <input type="checkbox"/> 10200 Inadequate or excess illumination              |
| <input type="checkbox"/> 10010 Defective tools, equipment or materials            | <input type="checkbox"/> 10210 Inadequate or improper protective equipment    |
| <input type="checkbox"/> 10020 Failure to use PPE properly                        | <input type="checkbox"/> 10220 Inadequate preparation/training                |
| <input type="checkbox"/> 10030 Failure to check/monitor                           | <input type="checkbox"/> 10230 Inadequate support/assistance                  |
| <input type="checkbox"/> 10040 Failure to communicate/coordinate                  | <input type="checkbox"/> 10240 Inadequate ventilation                         |
| <input type="checkbox"/> 10050 Failure to follow procedure                        | <input type="checkbox"/> 10250 Inadequate warning system                      |
| <input type="checkbox"/> 10060 Failure to identify hazard/risk                    | <input type="checkbox"/> 10260 Making safety devices inoperative              |
| <input type="checkbox"/> 10070 Failure to react/correct                           | <input type="checkbox"/> 10270 Noise exposure                                 |
| <input type="checkbox"/> 10080 Failure to secure                                  | <input type="checkbox"/> 10280 Operating at improper speed                    |
| <input type="checkbox"/> 10090 Failure to warn                                    | <input type="checkbox"/> 10290 Operating equipment without authority          |
| <input type="checkbox"/> 10100 Fire and explosion hazard(s)                       | <input type="checkbox"/> 10300 Other _____                                    |
| <input type="checkbox"/> 10110 Horseplay  | <input type="checkbox"/> 10310 Poor housekeeping and/or material organization |
| <input type="checkbox"/> 10120 Improper lifting                                   | <input type="checkbox"/> 10320 Presence of harmful material                   |
| <input type="checkbox"/> 10130 Improper loading                                   | <input type="checkbox"/> 10330 Radiation exposure                             |
| <input type="checkbox"/> 10140 Improper placement                                 | <input type="checkbox"/> 10340 Road conditions                                |
| <input type="checkbox"/> 10150 Improper position for task                         | <input type="checkbox"/> 10350 Servicing equipment in operation               |
| <input type="checkbox"/> 10160 Inadequate communication/hardware/software/process | <input type="checkbox"/> 10360 Temperature extremes                           |
| <input type="checkbox"/> 10170 Inadequate guards or barriers                      | <input type="checkbox"/> 10370 Under the influence of alcohol or drugs        |
| <input type="checkbox"/> 10180 Inadequate information/data                        | <input type="checkbox"/> 10380 Using defective equipment                      |
| <input type="checkbox"/> 10190 Inadequate instructions/procedures                 | <input type="checkbox"/> 10390 Using equipment improperly                     |
|   | <input type="checkbox"/> 10400 Weather conditions                             |

OHS reportable? (see appendix 4)     Yes     No

OHS classification (see appendix 5):

<input type="checkbox"/> No treatment	<input type="checkbox"/> First aid	<input type="checkbox"/> Medical aid
<input type="checkbox"/> Restricted work	<input type="checkbox"/> Lost time	<input type="checkbox"/> Fatality

**7. Estimated Property/Equipment Damage**

<input type="checkbox"/> None	<input type="checkbox"/> \$10,000 - \$100,000
<input type="checkbox"/> <\$10,000	<input type="checkbox"/> >\$100,000
	<input type="checkbox"/> Loss of Facility

Property damage description:

**8. Injury Notification**

Is a form 7 required?     Yes - please also complete sections 12, 13 and 14 on page 5     No

Person injury first reported to:	Last name	First name	Occupation	Telephone
----------------------------------	-----------	------------	------------	-----------

Date reported to employer	Time reported to employer	Did this injury develop over a period of time?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---------------------------	---------------------------	--	---

Has your OHS committee/representative/designate been notified?     Yes     No

## Hazard/Incident Report

<b>9. Root Cause (see appendix 6 to choose root cause class(es) and its associated description)</b>				
Root cause #1 – class & justification:				
Root cause #2 – class & justification:				
Root cause #3 – class & justification:				
<b>10. Risk Level</b>				
A. Risk frequency – what percentage of time are people exposed to the hazard?	<input type="checkbox"/> 1. <20%	<input type="checkbox"/> 2. 20-50%	<input type="checkbox"/> 3. 50-80%	<input type="checkbox"/> 4. >80%
B. Risk probability – what is the likelihood that an incident will occur?	<input type="checkbox"/> 1. Extremely remote: unlikely	<input type="checkbox"/> 2. Remote: could occur	<input type="checkbox"/> 3. Reasonably: likely eventually	<input type="checkbox"/> 4. Probable: likely to occur soon
C. Risk severity – if an incident did occur, what is the potential severity?	<input type="checkbox"/> 1. Minor injury or damage < 10K	<input type="checkbox"/> 2. Non-serious injury, 10-100K	<input type="checkbox"/> 3. Serious injury, >100K	<input type="checkbox"/> 4. Fatality or loss of facility
<b>Total of A+B+C= 0</b>				
<p><b>High risk (total of 8-12):</b> stop work and secure area until action is taken to eliminate or reduce risk to a low or medium level.</p> <p><b>Medium risk (total of 5-7):</b> Short term control measure(s) (where applicable) to be identified and implemented within the same day/next day. Employees must be made aware of hazard through use of administrative controls (toolbox talk, field level risk management, signage, etc.) within two days. Permanent control measures to be put in place within three months and monitored regularly.</p> <p><b>Low risk (total of 3-4):</b> no immediate action required. Employees must be made aware of hazard. Monitor within 6 months to determine if additional controls are required.</p>				
<b>11. Action Taken/Required</b>				
<b>Corrective:</b> An action <u>after</u> the fact or the incident.				
Root cause #	Please explain action taken/required	Control (category) (see appendix 7)	Who is responsible?	Estimated completion date
		1.		
		2.		
		3.		
<b>Preventative:</b> An action taken to <u>prevent</u> any incident from occurring/reoccurring.				
Root cause #	Please explain action taken/required	Control (category) (see appendix 7)	Who is responsible?	Estimated completion date
		1.		
		2.		
		3.		

If you have any questions, please contact (709)729-4306. Please send completed form to **ESW-OHS@gov.nl.ca** or fax (709) 729-2148

**Hazard/Incident Report**

Please complete this section if Form 7 is required

<b>12. Incident Information</b>							
Did employee seek medication attention?				<input type="checkbox"/> Yes		<input type="checkbox"/> No	
Did the employee require hospitalization for more than 2 days?				<input type="checkbox"/> Yes		<input type="checkbox"/> No	
Was the injury caused by anything listed to the right?		<input type="checkbox"/> Motor vehicle accident (eg. Forklift, car, truck, ATV) <input type="checkbox"/> Malfunction product/equipment <input type="checkbox"/> Other – Please specify _____			<input type="checkbox"/> Slip & fall <input type="checkbox"/> Person(s) not employed by employer		
Was someone else involved?				<input type="checkbox"/> Yes - please complete the section below.		<input type="checkbox"/> No	
First name		Last name		Address		Work phone	Home phone
Do you have any objections to this claim?				<input type="checkbox"/> Yes		<input type="checkbox"/> No	
If you have objections to the claim please contact your Manager of Integrated Management (IDM) or the Service Desk at 729-7690 or 1-888-729-7690.							
<b>13. Return to Work</b>							
Did the employee stop working?				<input type="checkbox"/> Yes		<input type="checkbox"/> No	
Has the employee since returned to work?				<input type="checkbox"/> Yes		<input type="checkbox"/> No	
If yes, what is the current work status?		<input type="checkbox"/> 1. Pre-injury no change <input type="checkbox"/> 2. Pre-injury duties changed <input type="checkbox"/> 3. Pre-injury hour changes			<input type="checkbox"/> 4. Pre-injury duties & hours changed <input type="checkbox"/> 5. Returned to a different job <input type="checkbox"/> 6. Other accommodations		
Date employee stopped working		Time employee stopped working			Date returned (if applicable)		
Has the employee been offered alternate/modified duties?				<input type="checkbox"/> Yes		<input type="checkbox"/> No	
Has an Early and Safe Return to Work (ESRTW) plan been completed?				<input type="checkbox"/> Yes		<input type="checkbox"/> No	
<b>14. Work Schedule</b> Hours per day the employee would work in a 14 day schedule							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1							
Week 2							
If a shift worker, # of shifts lost as a result of injury:							

Please note: This section will be submitted to WorkplaceNL (WHSCC) as the employers Form 7  
 If you have any questions, contact (709)729-4306.

Please send completed form to **ESW-OHS@gov.nl.ca**  
 or fax (709) 729-2148

## Hazard/Incident Report

### Appendix 1- Body Parts

Code	Description
50000	Abdomen
50050	Arm(s) and elbow(s)
50100	Back- lower region
50125	Back- mid region
50150	Back-upper region
50200	Chest
50300	Ear(s)
50350	Eye(s)
50400	Face
50450	Foot (feet), toe(s), and ankle(s)
50500	Hand(s), finger(s), thumb(s), or wrist
50525	Head
50550	Heart
50600	Knee
50700	Leg(s)
50750	Lungs, includes airways
50800	Mouth
50900	Neck
50950	Nose
60000	Other body part(s)
60100	Pelvic region
60200	Shoulder

### Appendix 2 - Nature of Injury

Code	Description
10000	Abrasion
10010	Allergic reaction
10020	Amputations
10030	Animal or insect bites
10040	Bruise, contusion
10050	Burn
10060	Concussion
10070	Cuts, lacerations
10080	Deafness, hearing loss or impairment
10090	Foreign body (eye)
10100	Fractures
10110	Frostbite/hypothermia
10120	Heat stroke
10130	Hemorrhage (internal)
10140	Hernia
10150	Occupational illness
10160	Other
10170	Poisonings and toxic effects
10180	Puncture
10190	Repetitive strain
10200	Respiratory system
10210	Spinal cord injury
10220	Sprains, strains, tears
10230	Unknown
10240	Welder's flash

### Appendix 3 – Source of Injury

Code	Description
10000	Animals
10010	Crane / rigging
10020	Equipment, materials, containers
10030	Floors, walkways, ground surfaces
10040	Furniture and office fixtures
10050	Hand tool
10060	Hazardous energy (electrical, mechanical, thermal)
10070	Hazardous substances
10080	Knives / sharps
10090	Ladder / scaffolding
10100	Machinery (rotating/moving)
10110	Manually handled material
10120	Other
10130	Person-other than injured or ill worker
10140	Power tool
10150	Structures and work surfaces
10160	Unknown
10170	Vehicle / mobile equipment
10180	Welding / grinding / heating tool

### Appendix 4 – What is OHS Reportable

All serious accidents/injuries (as defined below) must be reported to the Occupational Health and Safety Division of Service NL. If the injury is "OHS Reportable", please notify your Senior Management who must contact Service NL (OHS) **immediately by calling 709-729-4444**.

Once Service NL has been notified, please contact the Employee Safety and Wellness Division, HRS at **709-729-7350 OR 709-725-0285**.

A serious accident is reportable when an accident takes place at a workplace that results in a serious injury or the death of a person.

A serious injury is defined as:

- (a) a fracture of the skull, spine, pelvis, femur, humerus, fibula or tibia, or radius or ulna;
- (b) an amputation of a major part of a hand or foot;
- (c) the loss of sight of an eye;
- (d) a serious internal haemorrhage;
- (e) a burn that requires medical attention;
- (f) an injury caused directly or indirectly by explosives;
- (g) an asphyxiation or poisoning by gas resulting in a partial or total loss of physical control; or
- (h) another injury likely to endanger life or cause permanent injury.

A serious injury **does not** include injuries to a worker of a nature that may be treated through first aid or medical treatment and the worker is able to return to his or her work either immediately after the treatment or at his or her next scheduled shift.

## Hazard/Incident Report

### Appendix 5 – OHS Classification

**First Aid** – an undesired workplace incident causing minor injury that does not require treatment by medical personnel.

**Medical Aid** – an undesired workplace incident causing injury with requires treatment by medical personnel.

**Restricted Work** – a work related injury or occupational illness resulting in the Injured Party (IP) being unable to perform the normal duties of their job or from working the full workday.

**Lost Time** – an undesired workplace incident causing injury or occupational illness that leads to absence from work from the next scheduled shift.

### Appendix #6 - Root Causes

11001	Personal	Restricted movement
11002	Personal	Substance sensitivity/allergy
11003	Personal	Vision deficiency
11004	Personal	Hearing deficiency
11005	Personal	Poor judgement/coordination
11006	Personal	Slow reaction time
11007	Personal	Fatigue
11008	Personal	Biological exposure
11009	Personal	Chemical exposure
11010	Personal	Temperature extreme exposure
11011	Personal	Inattention to repetitive task
11012	Personal	Monitoring too many items
11013	Personal	Mind not on task
11014	Personal	Lack of experience
11015	Personal	Inadequate initial training
11016	Personal	Inadequate preparation
11017	Personal	Misunderstood directions
11018	Personal	Inadequate practice
11019	Personal	Excessive frustration
11020	Personal	Rushing/distraction
11021	Personal	Enforcement Needs improvement
12001	Job	Unclear Reporting relationship
12002	Job	Unclear assignment/Direction
12003	Job	Inadequate risk assessment
12004	Job	Inadequate performance feedback
12005	Job	Ergonomic factors
12006	Job	Inadequate specs/design
12007	Job	Lack of monitoring - equipment
12008	Job	Inadequate controls
12009	Job	Inadequate change evaluation
12010	Job	Inadequate purchasing spec.
12011	Job	No safety data upon purchase
12012	Job	Improper material handling
12013	Job	Improper material storage
12014	Job	Improper salvage/waste disposal
12015	Job	Maintenance needs improvement
12016	Job	Proper tool not identified
12017	Job	Lack of available of Tools/Equip.
12018	Job	Improper tool for the job
12019	Job	Procedure needs improvement
12020	Job	Procedure not communicated
12021	Job	Job monitoring-need Improvement
12022	Job	Tool/Equip. use- untrained

### Appendix #6 - Root Causes

12023	Job	Communication needs improvement
12024	Job	Incorrect instructions
12025	Job	Standard terminology not used
12026	Job	Noisy environment
70000	Job	OHS Order
70001	Job	OHS Committee Inspection
70002	Job	Hazard
19000	Job	Other

## Hazard/Incident Report

### Appendix #7 - Controls

Controls	
1.	Elimination
2.	Engineering (design, redesign)
3.	Engineering – Isolate, enclose
4.	Ergonomic assessment
5.	Improve employee feedback
6.	Improve job plan/briefing
7.	Inspection
8.	Job rotation – limit duration
9.	Other
10.	Personal protective equipment
11.	Preventive maintenance
12.	Procedures – develop/revise
13.	Risk assessment
14.	Safety meetings
15.	Signage/warnings
16.	Substitution
17.	Toolbox talk
18.	Training

## Appendix C-5 Inspection Form

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Jobsite Inspection Checklist

**Inspected by:** \_\_\_\_\_

**Company/Project:** \_\_\_\_\_

**Number of Employees:** \_\_\_\_\_ **Copies to:** \_\_\_\_\_

**Date:** \_\_\_\_\_

<b>1. SITE ACCESS</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Clean, level ground	<input type="checkbox"/>	<input type="checkbox"/>	_____
Adequate ramps	<input type="checkbox"/>	<input type="checkbox"/>	_____
Adequate stairs	<input type="checkbox"/>	<input type="checkbox"/>	_____
Adequate ladders	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>2. PROTECTIVE EQUIPMENT</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Hard hats worn	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fall protection worn	<input type="checkbox"/>	<input type="checkbox"/>	_____
Skin protection:			
Worn	<input type="checkbox"/>	<input type="checkbox"/>	_____
Available	<input type="checkbox"/>	<input type="checkbox"/>	_____
Eye & face protection:			
Worn	<input type="checkbox"/>	<input type="checkbox"/>	_____
Available	<input type="checkbox"/>	<input type="checkbox"/>	_____
Hearing protection:			
Worn	<input type="checkbox"/>	<input type="checkbox"/>	_____
Available	<input type="checkbox"/>	<input type="checkbox"/>	_____
Respiratory protection:			
Worn	<input type="checkbox"/>	<input type="checkbox"/>	_____
Available	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>3. GUARDRAILS, BARRICADES</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Located where required	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly constructed	<input type="checkbox"/>	<input type="checkbox"/>	_____
Adequately secured	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>4. LADDERS</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Secured	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper angle (extension ladders)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper size and type	<input type="checkbox"/>	<input type="checkbox"/>	_____
Safe, usable condition	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly used	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper Handrail and landings	<input type="checkbox"/>	<input type="checkbox"/>	_____
Non-slip bases	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>5. FIRE PROTECTION</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Extinguishers where required	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fully charged	<input type="checkbox"/>	<input type="checkbox"/>	_____
Adequately identified	<input type="checkbox"/>	<input type="checkbox"/>	_____
Master emergency plan	<input type="checkbox"/>	<input type="checkbox"/>	_____

	OK	83 Not OK	ACTION TAKEN
<b>6. PUBLIC WAY PROTECTION</b>			
Properly located (within 4.5 m)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Covered where required	<input type="checkbox"/>	<input type="checkbox"/>	_____
Min. height, width requirement	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper rail on street side	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper lighting, where required	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>7. HOUSEKEEPING</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Clear walkways	<input type="checkbox"/>	<input type="checkbox"/>	_____
Clear work areas	<input type="checkbox"/>	<input type="checkbox"/>	_____
Clear access and landing	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>8. FALL PROTECTION</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
CSA approved	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly worn	<input type="checkbox"/>	<input type="checkbox"/>	_____
Safe, usable condition	<input type="checkbox"/>	<input type="checkbox"/>	_____
Unprotected openings and edges	<input type="checkbox"/>	<input type="checkbox"/>	_____
Working from:			
Ladders	<input type="checkbox"/>	<input type="checkbox"/>	_____
Scaffolds	<input type="checkbox"/>	<input type="checkbox"/>	_____
Swingstages	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>9. STAIRWELLS &amp; RAMPS</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Proper filler blocks in metal stairs	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper cleats on ramps	<input type="checkbox"/>	<input type="checkbox"/>	_____
Adequate lighting in stairwells	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper handrails or guardrails	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>10. SCAFFOLDS</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Properly erected (all parts used)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly secured	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly planked	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper guardrails, toeboards	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper access to platform	<input type="checkbox"/>	<input type="checkbox"/>	_____
Acceptable loading	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>11. POWER TOOLS, EQUIPMENT</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
General condition	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper guards, cords, PPE	<input type="checkbox"/>	<input type="checkbox"/>	_____
Tagging as DEFECTIVE	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>12. EXTENSION CORDS</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Outdoor-type, rated over 300 volts	<input type="checkbox"/>	<input type="checkbox"/>	_____
Condition of casing, ends, connections	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>13. GAS CYLINDERS</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Properly located	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly secured	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly moved or lifted	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly hooked up	<input type="checkbox"/>	<input type="checkbox"/>	_____

	OK	Not OK	ACTION TAKEN
<b>14. WORKER EDUCATION</b>			
WHMIS training	<input type="checkbox"/>	<input type="checkbox"/>	_____
Company safety policy & program	<input type="checkbox"/>	<input type="checkbox"/>	_____
Injury reporting	<input type="checkbox"/>	<input type="checkbox"/>	_____
Hazard reporting	<input type="checkbox"/>	<input type="checkbox"/>	_____
OH&S Act and Regulations	<input type="checkbox"/>	<input type="checkbox"/>	_____
Personal H&S responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>15. FIRST AID REQUIRMENTS</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Adequate qualified first aiders on jobsite	<input type="checkbox"/>	<input type="checkbox"/>	_____
First aid kits: Adequate number	<input type="checkbox"/>	<input type="checkbox"/>	_____
Adequate contents	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>16. CRANES, HOISTS, ETC.</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Safe setup of equipment	<input type="checkbox"/>	<input type="checkbox"/>	_____
Maintenance log available	<input type="checkbox"/>	<input type="checkbox"/>	_____
Competent operator	<input type="checkbox"/>	<input type="checkbox"/>	_____
Condition of slings, hardware	<input type="checkbox"/>	<input type="checkbox"/>	_____
Safety catches on all hooks	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper use of tag lines	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper lifting containers	<input type="checkbox"/>	<input type="checkbox"/>	_____
Competent signaller	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>17. TRAFFIC CONTROL</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Trained traffic controllers	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly located	<input type="checkbox"/>	<input type="checkbox"/>	_____
Clean, regulation sign	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly dressed (including vest)	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>18. WELDING</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Rods & cylinders properly labeled	<input type="checkbox"/>	<input type="checkbox"/>	_____
MSDSs readily available	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly secured ground cables	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper eye protection worn	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper screens and exhaust	<input type="checkbox"/>	<input type="checkbox"/>	_____
Gas cylinders upright and secured	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fire extinguisher readily available	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>19. ELEVATING WORK PLATFORM</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Worker training	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly used	<input type="checkbox"/>	<input type="checkbox"/>	_____
Safe, usable condition	<input type="checkbox"/>	<input type="checkbox"/>	_____
Acceptable loading	<input type="checkbox"/>	<input type="checkbox"/>	_____
Manufacturer's operating manual	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>20. TEMPORARY POWER SUPPLY</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Properly identified	<input type="checkbox"/>	<input type="checkbox"/>	_____
Overhead lines flagged & secured	<input type="checkbox"/>	<input type="checkbox"/>	_____
Surface cables buried or protected	<input type="checkbox"/>	<input type="checkbox"/>	_____

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	OK	Not OK	ACTION TAKEN
<b>21. SIGNS &amp; PRINT MATERIAL</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
OH&S Act and regulations	<input type="checkbox"/>	<input type="checkbox"/>	_____
WSIB Form 82 poster	<input type="checkbox"/>	<input type="checkbox"/>	_____
MSDSs	<input type="checkbox"/>	<input type="checkbox"/>	_____
Warning signs	<input type="checkbox"/>	<input type="checkbox"/>	_____
Emergency phone list	<input type="checkbox"/>	<input type="checkbox"/>	_____
Report forms	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>22. MATERIALS STORAGE</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Properly located	<input type="checkbox"/>	<input type="checkbox"/>	_____
Safely piled, stacked, bundled	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly moved or lifted	<input type="checkbox"/>	<input type="checkbox"/>	_____
Properly labeled (WHMIS)	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>23. TRENCHES &amp; EXCAVATIONS</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Properly sloped, where required	<input type="checkbox"/>	<input type="checkbox"/>	_____
Excavated soil properly placed	<input type="checkbox"/>	<input type="checkbox"/>	_____
Appropriate shoring used	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper access to trench	<input type="checkbox"/>	<input type="checkbox"/>	_____
Proper storage of materials in and above Trench	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>24. CONFINED SPACES</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Proper access	<input type="checkbox"/>	<input type="checkbox"/>	_____
Air testing before entry	<input type="checkbox"/>	<input type="checkbox"/>	_____
Rescue equipment readily available	<input type="checkbox"/>	<input type="checkbox"/>	_____
Safety harness, lifeline properly anchored & used	<input type="checkbox"/>	<input type="checkbox"/>	_____
Second person for rescue	<input type="checkbox"/>	<input type="checkbox"/>	_____
Outgoing air monitored	<input type="checkbox"/>	<input type="checkbox"/>	_____
Entry permit where required	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>25. SUSPENDED SCAFFOLDS</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Properly attached and capable of at least 4 times maximum load	<input type="checkbox"/>	<input type="checkbox"/>	_____
Outrigger beam tied to fixed support with adequate counterweight	<input type="checkbox"/>	<input type="checkbox"/>	_____
All mechanical/electrical devices in good working condition	<input type="checkbox"/>	<input type="checkbox"/>	_____
Independent lifelines for each worker (extend to ground)	<input type="checkbox"/>	<input type="checkbox"/>	_____
Engineer's drawing on site if required	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>26. FORMWORK</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Guardrails and fall-arrest system	<input type="checkbox"/>	<input type="checkbox"/>	_____
Design drawings kept on project	<input type="checkbox"/>	<input type="checkbox"/>	_____
Inspection statement by engineer or competent worker	<input type="checkbox"/>	<input type="checkbox"/>	_____
<b>27. HYGIENE</b>	<b>OK</b>	<b>Not OK</b>	<b>ACTION TAKEN</b>
Cleanliness of facilities	<input type="checkbox"/>	<input type="checkbox"/>	_____

## **Appendix D**

### **IET Documents**

#### **Appendix D-1 IET Audit Checklist**

## Appendix D-1 Department of Industry, Energy and Technology Audit Checklist

**Date:**

**Workplace Location:**

**Names of Inspectors:**

**Site Supervisor:**

**Employees at Site (#):**

**Workplace Phone #:**

Checklist Items	Yes/No/NA	Comments
<b>Personal Protective Equipment (PPE)</b>		
Hard Hats		
Safety Boots		
Safety Glasses		
Hearing Protection		
Work Gloves		
Fall Arrest System		
High Visibility Safety Vest		
Respiratory Protection		
<b>Tools and Machinery</b>		
Guarding and Safety Devices in Place		
Proper Training Given		
Defective Tools Removed		
Lockout Procedures Present		

Extension Cords Secured		
Tools are Grounded		
Tools Manuals Available		
<b>Security</b>		
Emergency Numbers Easily Available		
Safety Measures for Working Alone		
Training on Workplace Violence and Harassment		
<b>Material Handling and Storage</b>		
Materials Stored Neatly and Safely		
Ladders are in Good Condition		
Following Work From Heights Procedures When Above 3m		
Platforms Loaded Within Capacity		
Ladders Positioned Safely When in Use		
<b>Worker Education</b>		
WHIMIS Training		
Company Safety Policy & Program		
Injury Reporting		
Hazard Reporting		
OHS Act and Regulations		
Personal H&S Responsibilities		
<b>First Aid</b>		
Adequate Number of First Aiders		
Adequate Number of First Aid Kits		



**APPENDIX C**

**Consultant Contract**

## AGREEMENT

**THIS AGREEMENT** made at St. John's, in the Province of Newfoundland and Labrador, on

\_\_\_\_\_

**Date**

**BETWEEN:**            **HIS MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR** as  
represented by the Minister of **Industry, Energy and Technology**  
**(“the Client”)**

**AND:**                 **COMPANY NAME**  
**(“the Consultant”)**

**THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

### 1.     Definitions

In addition to the terms defined in the General Terms and Conditions attached as Schedule “C”, the following words and phrases shall have the following meanings:

- a.     “Contract Documents” shall mean and include:
  - i.     This head agreement (the “Head Agreement”);
  - ii.    The Scope of Work attached as Schedule “A”;
  - iii.   The Special Terms and Conditions attached as Schedule “B”;
  - iv.    The General Terms and Conditions attached as Schedule “C”; and
  - v.     Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule “D”.
  
- b.     “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

### 2.     The Consultant’s Work

The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the “Work”). The Work shall be performed by the Consultant to the satisfaction of the Client.

### 3. Payment

#### 3.1 **Consideration**

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with the following:

(a) **Payment Option**

Subject to Article 3.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work an amount not to exceed, **Insert Text of Dollar Value (\$ Insert numeric dollar value)** (plus HST) in accordance with the following payment schedule:

- (i) **Monthly payments – Upon receipt of invoices, in accordance with Section 3.3 (d) of this Head Agreement**

#### 3.2 **Reimbursement of Expenses**

It is agreed and understood that reimbursements for the Consultant's expenses pursuant to this Agreement shall be made in accordance with the following:

- (a) The Client shall be responsible for only those reimbursable expenses as set out in this agreement provided the Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement.

#### 3.3 **Payment General**

- (a) Regardless of the payment option selected in Article 3.1 and/or 3.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of **Insert Absolute Limit on Cost of Services (\$ Insert numeric dollar value)** (plus HST), and a minimum of ten percent (10 %) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client.
- (b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 3.3(a).
- (c) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL1990 cF-8, as amended, all fees

payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.

- (d) Payment will be made within 30 calendar days of receipt of a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item.
- (f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
- (g) The Client shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.
- (h) The Consultant shall submit invoices to:

**Darren Pittman  
Mineral Development Division  
Department of Industry, Energy and Technology  
2<sup>nd</sup> Floor, Industry, Energy and Technology Building  
50 Elizabeth Ave.  
P.O. Box 8700  
St. John's, NL A1B 4J6**

#### **4. Notices**

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

**Darren Pittman  
Mineral Development Division  
Department of Industry, Energy and Technology  
2<sup>nd</sup> Floor, Industry, Energy and Technology Building  
50 Elizabeth Ave.  
P.O. Box 8700  
St. John's, NL A1B 4J6**

**e-mail: darrenpittman@gov.nl.ca**

For the Consultant:

**Consultant Representative  
Consultant Name  
Consultant Mailing Address**

Phone:           **Insert**  
Fax:               **Insert**  
Email:            **Insert email address**

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

- (a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
- (b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
- (c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

**5. Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

**6. Representations and Warranties**

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

**7. Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, if any, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the documents referenced in Schedule A – Scope of Work in the following order: the Request for Proposals, the Technical Proposal and the Cost Proposal.

**8. Start and Completion Date**

The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

Start Date:	Date
Completion Date:	Date

**9. Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

**10. Paragraph Numbering**

In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.

**11. Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

**HIS MAJESTY IN RIGHT OF  
NEWFOUNDLAND AND LABRADOR**

\_\_\_\_\_  
**Minister of Industry, Energy and Technology,**  
or his/her authorized designate

**Company Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

**SCHEDULE "A"****SCOPE OF WORK**

The Consultant shall complete the work and/or perform the following services:

**A-1** Request for Proposals

Date

(# of pages)

**A-2** Technical Proposal

Date

(# of pages)

**A-3** Cost Proposal

Date

(# of pages)

**SCHEDULE "B"****SPECIAL TERMS AND CONDITIONS**

All Special Terms and Conditions must be reviewed by both the departmental solicitor, and the Deputy Minister of the Department requesting the Work (the "Deputy Minister"). These Special Terms and Conditions shall not be of any effect unless initialed by the Deputy Minister.

The Special Terms and Conditions of this Agreement are as follows:

Article 2.5 of the General Terms and Conditions:

Article 2.5 is amended by deleting Article 2.5 and substituting the following:

2.5 The Consultant shall provide the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client. Notwithstanding the foregoing, the Consultant is allowed to maintain one copy of the technical information as per applicable laws and regulations respecting professionals.

Article 7.2 of the General Terms and Conditions:

Article 7.2 is amended by deleting Article 7.2 and substituting the following:

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of action, claims or awards for compensation at law, equity or under any applicable legislation, made or brought against, suffered by or imposed upon the Client or its Representatives by a third party, as a result of or related to any delay, omission, or intentional, willful or negligent act on the part of the Consultant or the Consultant's Representatives in carrying out its obligations under this Agreement.

Article 11.1 of the General Terms and Conditions:

Article 11.1 is amended by deleting Article 11.1 and substituting the following:

11.1 The Client, at its own risk, shall have the right to use the Work or variations thereof in other operations of the Client.

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**Deputy Minister**

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**Consultant**

**SCHEDULE "C"****GENERAL TERMS AND CONDITIONS**

- Article 1 - Information Supplied By The Client
- Article 2 - Confidentiality, Materials and Copyright
- Article 3 - Employees of the Consultant
- Article 4 - Access to Facilities
- Article 5 - Records and Audit
- Article 6 - Termination
- Article 7 - Liability
- Article 8 - Compliance with Law
- Article 9 - Arbitration
- Article 10 - Laws Governing
- Article 11 - Use of Work
- Article 12 - Conflict of Interest
- Article 13 - Subcontractors
- Article 14 - General

## GENERAL TERMS AND CONDITIONS

### Article - 1. INFORMATION SUPPLIED BY THE CLIENT

- 1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.
- 1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

### Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

- 2.1 For the purposes of this Article "Confidential Information" means:
- (a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;
  - (b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
  - (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;
  - (d) all personal information, as defined from time to time under the *Access to Information and Protection of Privacy Act*, SNL2002 cA-1.1, or the *Personal Health Information Act*, SNL2008 cP-7.01, to mean recorded information about an identifiable individual, including
    - (i) the individual's name, address or telephone number,
    - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
    - (iii) the individual's age, sex, sexual orientation, marital status or family status,
    - (iv) an identifying number, symbol or other particular assigned to the individual,

- (v) the individual's fingerprints, blood type or inheritable characteristics,
- (vi) information about the individual's health care status or history, including a physical or mental disability,
- (vii) information about the individual's educational, financial, criminal or employment status or history,
- (viii) the opinions of a person about the individual, and
- (ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

- (e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and
- (f) Confidential Information shall not include any information which:
  - (i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or
  - (ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

**2.2** The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include a subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an Act or Regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

**2.3** The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

**2.4** All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation, computer printouts and computer models and all copyrights thereto and all patents, trademarks and Industrial designs arising therefrom, are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however

arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Consultant's possession.

- 2.5** The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.
- 2.6** The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in this jurisdiction, including but not limited to the *Access to Information and Protection of Privacy Act*, the *Management of Information Act*, SNL2005, cM-1.01, the *Privacy Act*, RSNL1990 cP-22, and *Personal Health Information Act*, SNL2008 cP-7.01, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents. The client may be compelled to disclose financial information pursuant to the first cited Act.
- 2.7** The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:
- (a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;
  - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
  - (c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;
  - (d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and
  - (e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:

- (i) complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and
- (ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

**2.8** The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

**2.9** The Consultant shall:

- (a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;
- (b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;
- (c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
- (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and
- (e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: <http://www.justice.gov.nl.ca/just/CIVIL/atipp/default.htm>

### **Article - 3. EMPLOYEES OF THE CONSULTANT**

**3.1** The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

- 3.2 The Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

**Article - 4. ACCESS TO FACILITIES**

- 4.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.
- 4.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

**Article - 5. RECORDS AND AUDIT**

- 5.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
- 5.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

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- 6.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and payment(s), as stipulated in the Agreement, has been issued to the Consultant.
- 6.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.
- 6.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto. The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

**Article - 7. LIABILITY**

- 7.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.
- 7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant's Representatives.
- 7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

**Article - 8. COMPLIANCE WITH LAW**

- 8.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.
- 8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant's Representatives in the performance of the Work.

**Article - 9. ARBITRATION**

- 9.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.
- 9.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 9.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the *Arbitration Act*, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

**Article - 10. LAWS GOVERNING**

- 10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

**Article - 11. USE OF WORK**

- 11.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

**Article - 12. CONFLICT OF INTEREST**

- 12.1 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the *Conflict of Interest Act* or the *House of Assembly Act*.

- 12.2 The Consultant and the Consultant's Representatives:

- (a) shall conduct all duties related to this Agreement with impartiality;
- (b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
- (c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

**Article - 13. SUBCONTRACTORS**

- 13.1 The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.
- 13.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

**Article - 14. GENERAL**

- (a) Articles 2 and 7 of this Agreement shall survive the termination or expiration of this Agreement.
- (b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.
- (c) Time shall be of the essence of this Agreement.
- (d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.
- (e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- (f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- (h) The Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE C

## SCHEDULE D

### Protocols for Security of Government Information on Information Technology assets of Contractors

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The Consultant shall confirm with the client Department whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) (“Confidential Information”) received from the Government of Newfoundland and Labrador (“Government”) and will be storing, manipulating or accessing that Confidential Information on the Consultant’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and / or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically separately authorized by the Consultant's contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.
- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- Consultants are not permitted to use any Peer to Peer file sharing program (e.g. Limewire, etc) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act*, the *Management of Information Act*, SNL2005, cM-1.01, and *the Privacy Act*, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant’s operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.

- Where a Consultant will be granted access to the Government computer network during the course of his/her work, in addition to the requirements noted above, the Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
- These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE D

**SCHEDULE "B"****SPECIAL TERMS AND CONDITIONS**

All Special Terms and Conditions must be reviewed by both the departmental solicitor, and the Deputy Minister of the Department requesting the Work (the "Deputy Minister"). These Special Terms and Conditions shall not be of any effect unless initialed by the Deputy Minister.

The Special Terms and Conditions of this Agreement are as follows:

Article 2.5 of the General Terms and Conditions:

Article 2.5 is amended by deleting Article 2.5 and substituting the following:

2.5 The Consultant shall provide the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client. Notwithstanding the foregoing, the Consultant is allowed to maintain one copy of the technical information as per applicable laws and regulations respecting professionals.

Article 7.2 of the General Terms and Conditions:

Article 7.2 is amended by deleting Article 7.2 and substituting the following:

7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of action, claims or awards for compensation at law, equity or under any applicable legislation, made or brought against, suffered by or imposed upon the Client or its Representatives by a third party, as a result of or related to any delay, omission, or intentional, willful or negligent act on the part of the Consultant or the Consultant's Representatives in carrying out its obligations under this Agreement.

Article 11.1 of the General Terms and Conditions:

Article 11.1 is amended by deleting Article 11.1 and substituting the following:

11.1 The Client, at its own risk, shall have the right to use the Work or variations thereof in other operations of the Client.

[Redacted] 40(1)

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**Deputy Minister**

[Redacted] 40(1)

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**Consultant**

**SCHEDULE "C"****GENERAL TERMS AND CONDITIONS**

- Article 1 - Information Supplied By The Client
- Article 2 - Confidentiality, Materials and Copyright
- Article 3 - Employees of the Consultant
- Article 4 - Access to Facilities
- Article 5 - Records and Audit
- Article 6 - Termination
- Article 7 - Liability
- Article 8 - Compliance with Law
- Article 9 - Arbitration
- Article 10 - Laws Governing
- Article 11 - Use of Work
- Article 12 - Conflict of Interest
- Article 13 - Subcontractors
- Article 14 - General

## GENERAL TERMS AND CONDITIONS

### Article - 1. INFORMATION SUPPLIED BY THE CLIENT

- 1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.
- 1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

### Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

- 2.1 For the purposes of this Article "Confidential Information" means:
  - (a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;
  - (b) all information acquired by the Consultant, his/her employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
  - (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;
  - (d) all personal information, as defined from time to time under the *Access to Information and Protection of Privacy Act*, SNL2002 cA-1.1, or the *Personal Health Information Act*, SNL2008 cP-7.01, to mean recorded information about an identifiable individual, including
    - (i) the individual's name, address or telephone number,
    - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
    - (iii) the individual's age, sex, sexual orientation, marital status or family status,
    - (iv) an identifying number, symbol or other particular assigned to the individual,

- (v) the individual's fingerprints, blood type or inheritable characteristics,
- (vi) information about the individual's health care status or history, including a physical or mental disability,
- (vii) information about the individual's educational, financial, criminal or employment status or history,
- (viii) the opinions of a person about the individual, and
- (ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its, his/her employees, servants and/or agents during the performance of the Services or in any way related thereto;

- (e) all information that is developed based upon Confidential Information including the work product of the Consultant, its, his/her employees, servants and/or agents; and
- (f) Confidential Information shall not include any information which:
  - (i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its, his/her Representatives; or
  - (ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

**2.2** The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include a subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an Act or Regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

**2.3** The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

**2.4** All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation, computer printouts and computer models and all copyrights thereto and all patents, trademarks and Industrial designs arising therefrom, are the sole and exclusive property of the Government of Newfoundland and Labrador and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however

arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Consultant's possession.

- 2.5** The Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.
- 2.6** The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in this jurisdiction, including but not limited to the *Access to Information and Protection of Privacy Act*, the *Management of Information Act*, SNL2005, cM-1.01, the *Privacy Act*, RSNL1990 cP-22, and *Personal Health Information Act*, SNL2008 cP-7.01, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents. The client may be compelled to disclose financial information pursuant to the first cited Act.
- 2.7** The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:
- (a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;
  - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
  - (c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;
  - (d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and
  - (e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:

- (i) complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and
- (ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

**2.8** The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

**2.9** The Consultant shall:

- (a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;
- (b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;
- (c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
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- 7.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant's Representatives.
- 7.3 The Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

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**Article - 10. LAWS GOVERNING**

- 10.1** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

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- (a) shall conduct all duties related to this Agreement with impartiality;
- (b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
- (c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

**Article - 13. SUBCONTRACTORS**

- 13.1** The Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.
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- (a) Articles 2 and 7 of this Agreement shall survive the termination or expiration of this Agreement.
- (b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.
- (c) Time shall be of the essence of this Agreement.
- (d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.
- (e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- (f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- (h) The Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE C

## SCHEDULE D

### Protocols for Security of Government Information on Information Technology assets of Contractors

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The Consultant shall confirm with the client Department whether the Consultant will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and / or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically separately authorized by the Consultant's contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Government network.
- Consultants are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- Consultants are not permitted to use any Peer to Peer file sharing program (e.g. Limewire, etc) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act*, the *Management of Information Act*, SNL2005, cM-1.01, and the *Privacy Act*, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.

- Where a Consultant will be granted access to the Government computer network during the course of his/her work, in addition to the requirements noted above, the Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network; or
  - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
- These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE D

**Information Note**  
**Department of Industry, Energy and Technology**

**Title:** Aerospace and Defence

**Issue:** To provide background relating to the province's Aerospace and Defence sector.

**Background and Current Status:**

- The aerospace and defense sector is a strategic priority for the Department of Industry, Energy and Technology (IET). The department works with aerospace and defence companies to advance business development opportunities, develop sector initiatives, and support participation in supply chain and export development opportunities.
- Newfoundland and Labrador (NL) is a hub for innovation in cold ocean technologies. With expertise in subsea imaging, radar systems, and aerial and satellite ice management, the province has fostered growth in this sector, which also helps support aerospace and defence.
- Labrador's strategic location positions it as a critical staging ground for Canada's Arctic security and sovereignty efforts, enabling defence operations, environmental monitoring, and response as northern accessibility increases. The province's geographic advantage also supports training and surveillance operations in extreme northern conditions, contributing to the protection of North American airspace.
- Within the province, aerospace and defence companies work closely with post-secondary and research institutions, such as Memorial University, and use its facilities for research and testing. In addition, several research institutions provide direct benefit to the aerospace and defence sector, including C-Core, the Genesis Centre, and the Marine Institute. Also, the College of the North Atlantic delivers two Transport Canada accredited aerospace programs, including aircraft maintenance engineering technology and aircraft structural repair technician.

**Analysis:**

- The aerospace and defense sector offers growth opportunities for NL. There are approximately 50 aerospace and defence companies in NL with over 1,600 employees and \$330 million in annual sales and services contracts.
- The Atlantic Canada Aerospace and Defence Association (ACADA) works to advance the industry in Atlantic Canada. Aerospace, defence, and security are key drivers of Atlantic Canada's economy. According to the 2022 ACADA Economic Impact Report, the region's industry supports 23,600 jobs and contributed over \$900 million in direct household income in 2020, generating \$1.25 billion in direct GDP. Atlantic Canada represents 16 per cent of Canada's total defence employment and 6 per cent of aerospace employment.

**Action being taken:**

- IET continues to support aerospace and defence companies through its various funding programs, and participation in events such as MASS. Further information relating to sector opportunities is provided in Annex A.

Prepared/Approved by: M. Byrne/S. Butler/K. Youden/H. Tizzard  
 Minister Approval:  
July 9, 2025

## ANNEX A

### Current Opportunities

- **Arctic Sovereignty & Strategic Shipbuilding Opportunities**

NL is uniquely positioned to support Canada's Arctic sovereignty efforts due to its strategic geography and established infrastructure. As melting ice opens new shipping routes and resource access in the North, Labrador serves as a vital staging ground for national defence, environmental monitoring, and security operations. The province's proximity to the Arctic makes it a natural partner in strengthening northern surveillance and sovereignty enforcement.

- **Canada's National Shipbuilding Strategy (NSS)**

Launched in 2010, the NSS is a long-term federal initiative to modernize Canada's naval and coast guard fleets, drive economic growth, and strengthen maritime defence. Designated shipyards - Irving (Halifax), Seaspan (Vancouver), and Chantier Davie (Lévis) - are upgrading infrastructure to support large vessel construction. As Arctic priorities increase, there are emerging opportunities for NL to contribute through strategic assets like Bull Arm.

- **Bull Arm & Arctic Security**

Bull Arm is a world-class industrial site with proven capacity in offshore oil and gas and emerging potential in renewable energy and shipbuilding. With increasing federal investment in Arctic security, Bull Arm is well-suited for vessel repair, construction, and support infrastructure.

- **Bombardier Industrial Benefits Agreement**

The province's agreement with Bombardier secures economic returns from water bomber procurement through local contracts, training, and industrial benefits. IET continues to foster these commitments by facilitating engagement between Bombardier and local NL firms, particularly in the tech sector, to expand provincial participation in aerospace and defence opportunities.

- **Maritime and Arctic Security and Safety Conference**

The Maritime and Arctic Security and Safety (MASS) Conference, hosted annually by ACADA in St. John's, is Atlantic Canada's flagship defence and security event. It brings together national and international leaders to explore solutions for operating in northern and maritime environments. MASS creates significant exposure and business development opportunities for NL's defence and ocean tech sectors.

- **5 Wing Goose Bay**

5 Wing Goose Bay is a critical northern defence asset for Canada and a key economic and strategic hub for Labrador, linking national security goals with regional development and sovereignty in a changing Arctic environment. Its location enables rapid deployment to the North and Atlantic regions, which is crucial for maintaining Arctic sovereignty and security.

- **Port of Argentia**

The Port of Argentia is a strategic, heavy industrial seaport supporting industrial, defence, and renewable energy activities. With deepwater access and strong community engagement, it continues to play a key role in regional development and is well-positioned to support increased Arctic and maritime operations.

- **ACADA**

ACADA is an SME-focused industry association representing the interests of the aerospace, defence and security industries in Atlantic Canada. ACADA works collaboratively with industry members, provincial and federal agencies, and other key stakeholders to facilitate strategic industry development on behalf of the region while promoting the Atlantic Canada brand locally, nationally, and internationally. The association's 175+ members deliver products and services to the global marketplace in the land, marine, air, and space domains for both commercial and defence applications.

- **Industrial and Technological Benefits (ITB)**

ITBs are federal requirements for defence contractors to invest in the Canadian economy equal to the contract value. Atlantic Canada and NL are priority regions for ITB investments, especially in, marine and ocean tech, aerospace and defence, cybersecurity and digital services. ITBs are important to NL's future because they channel major federal defence investments into local industries, driving innovation, job creation, and long-term economic growth in these key sectors.

### **Aerospace and Defence in NL 2023-2025**

- July 2025, Virtual Marine, a Paradise-based growing simulator company signed a five-year lease for its first ever production base. The company builds simulators, which are used in the marine industry such as lifeboats, rescue craft, virtual reality etc.
- In May 2025, Avalon Holographic released NOVAC, the first commercially available, true holographic table display. For the first time, groups can visualize detailed holograms together, turning their 3D content into mechanisms for high-powered decision-making without glasses, headsets or tracking systems. In March, 2025, the federal government invested \$1 million to assist with the deployment of this technology. IET provided \$1.02 million to the company in October, 2024.
- In April 2025, the provincial government announced a new air service agreement with PAL Airlines. PAL will provide an intraprovincial air travel loop between St. John's, Gander, and Deer Lake. The routes will run seasonally from June 15 to September 20, 2025, operating four days per week, creating the potential for additional regional economic benefits.
- In April 2025, the provincial government awarded a contract valued at \$14.8 million to de Havilland Aircraft of Canada for water bomber repair. The work will be carried out in the province by PAL Aerospace, a subcontractor for De Havilland.
- In March 2025, the provincial government, provided an update on the Request for Proposals (RFP) for the possible sale or lease of the Bull Arm Fabrication Site. Following the process, the provincial government will commence commercial negotiations with two proponents – DF Barnes Services Ltd. and NARL Marketing LP. The Bull Arm site is an asset for NL and has created major economic benefits for residents of the province.
- In March 2025, St. John's International Airport received the top award for Best Airport Under two million Passengers in North America. The St. John's International Airport is now a two-time recipient of an ASQ award, having previously been awarded the most Improved Airport in North America for Customer Experience in 2019.

- In January, 2025, Boeing invested \$10.3 Million in Solace Power. Solace Power, a global leader in high-performance, industry-leading wireless power technology, will establish a Surface Mount Technology (SMT) local production facility in NL with Boeing's investment. SMT is a means for applying electronic components directly onto the surface of printed circuit boards for use in commercial, defence, aerospace and adjacent markets. The funding will double Solace Power's local workforce in support of the expansion that also includes support for the company's entry into related industries such as automotive and telecommunications.
- In December, 2024, St. John's headquartered company Altomaxx announced they are opening offices Denmark and Norway, an expansion into Scandinavia. Altomaxx became the first, and still only, firm in the world able to certify other drone companies to international standards. Altomaxx carries a variety of expertise in inspections, from offshore platforms to confined spaces.
- In November, 2024, the provincial government announced an agreement with WestJet that will provide Newfoundlanders and Labradorians with direct access to Europe (London-Gatwick, Dublin, and Paris) seven days per week from May to October. These connections will help facilitate connections that help create opportunities for the province.
- On November 28, 2024, IET announced support of \$488,000 from the Business Growth Program to assist Virtual Marine with its Machine Learning Project. This investment leverages other contributions from investors and the company, for a total project investment of \$977,000.
- C-Core, with funding support from IET, created an R&D project named the Killick-1, a cube satellite that has been sent into space as part of SpaceX's mission to the International Space Station. The Killick-1 cube satellite was designed and built by students at Memorial University.
- In 2023, Kraken Robotics announced multiple million-dollar contracts to supply high-resolution seabed mapping sonar equipment, subsea batteries, and other surveying contracts. Kraken's mine hunting solution, KATFISH, is a high speed, actively stabilized, Synthetic Aperture Sonar (SAS) towfish that operates at speeds up to ten knots.
- In October 2023, NL-based Duxion Motors celebrated the successful ground test of its patented eJet Motor, the electric jet engine poised to make high-speed electric aviation a reality.
- In November 2023, Strobeltek received an order of \$800,000 CAD for their Sprinter 200 system. This contract includes multiple systems and the adoption of those systems to the customer's specific needs. The Sprinter system consists of a fully autonomous Unscrewed Aerial System (UAS), a docking station to automatically deploy and recover the UAS, as well as a control interface.

## **Backgrounder Meeting with TechNL**

**July 24, 2025**

### **Organization Background:**

- techNL is a not-for-profit membership association that enables a thriving innovation-driven economy in Newfoundland and Labrador. techNL is governed by a Board of Directors comprised of industry representatives that prioritize the growth and prosperity of the technology sector in the province.
- techNL has provided visibility, business growth services and a collective influential voice to the tech sector in Newfoundland and Labrador for over 30 years. Its vision is to make Newfoundland and Labrador the most sought-after Canadian tech ecosystem, and globally recognized for its collaborative community, diversity and quality of life.
- Several programs offered by techNL include the High School Tech Emersion program, the annual Innovation Week event, Bounce Health Innovation, Find your Future in tech post-secondary program and will oversees the Innovation Centre, or CoIC.

### **Recent Activities:**

- IET representatives recently attended TechNL's AGM in May 2025.
- In December 2022, the Province, in partnership with the Federal Government, techNL, and industry stakeholders, announced support for the establishment of an Innovation Centre for remote operations that will build on exceptional levels of innovation, diversification and collaboration. Multiple sectors and communities in the province will benefit. The Centre, which opened for operation in June 2024, is accelerating the development of the innovation-driven economy within the Province.
- The Innovation Centre is committed to supporting and enhancing the existing ecosystem, identifying and addressing gaps, and working to establish strong cross-sector connections and partnerships across the entire province.
- The technology sector presents significant employment and business growth opportunities for the province. IET will continue to explore opportunities and work with all ecosystem partners on collaborative approaches.
- The value of the province's technology sector is estimated at \$1.6 billion (2023) with approximately 8,000 employed. Demand is expected to exceed 2,000 new tech jobs over the next three years.
- In 2024, the following NL companies raised combined capital of over \$127M: Mysa raised \$11M, Kraken Robotics raised \$38M, Colab raised \$28.6M, Spellbook raised \$27M and Sparrow Acoustics raised \$23M.

**GNL Support:**

- IET provides partnership funding of \$100,000 annually to techNL and typically supports additional 4-5 projects including Bounce Health Innovation, Innovation Week, and others. IET has provided 7.1M towards the new Innovation Centre (7-year project).
- IET (through its various programs and initiatives) has supported companies and partnered on successful initiatives to advance the tech sector in province.
- TechNL recently received significant funding from IPGS/JIG to continue their talent development with the Find Your Future in Tech initiative. IET are open to working with techNL and other partners such as ACOA to market NL to larger tech employers.
- IET officials meet with techNL regularly and work with the organization on initiatives.



40(1)

**Information Note**  
**Department of Industry, Energy and Technology**

**Title:** Advantage St. John's Marketing Campaign

**Issue:** To provide an overview of recent collaborative efforts by Advantage St. John's to market the region for marine business.

**Background and Current Status:**

- The mandate of Advantage St. John's is to amplify economic growth in Newfoundland and Labrador's Capital Region by leading the regional economic development strategy and selling the Capital Region as a place to do business. Focused on attracting new businesses, investment and talent to the Capital Region, Advantage St. John's targets technology, oceans, aerospace, defence, and energy sectors.
- Advantage St. John's has been engaging with local partners to launch a marketing campaign entitled Ships Stop Here. Together with collaborators Cahill, DF Barnes, Genoa Design International, Horizon Maritime, K&D Pratt, Newdock, the Qalipu First Nations and the Miawpukek First Nations, they aim to promote Newfoundland and Labrador as a top-tier destination to support maritime and arctic activity.

**Analysis:**

- The marketing campaign is a timely initiative as Canada aims to protect its sovereignty in the arctic and northern regions, spurring economic activity in ports along the eastern seaboard.
- The advantages related to the province's strategic geographical position and the unique expertise within ocean activities and industrial maritime operations will amplify the position of Newfoundland and Labrador as the primary port of call for arctic bound activity.
- IET officials recently engaged in discussions with Advantage St. John's with a goal of supporting the initiative. [REDACTED] 29(1)(a), 35(1)(d)
- There is a renewed federal focus on investing in security and defense opportunities and the province has strong companies and advantages in this area.

**Action Being Taken:**

- IET officials will collaborate with all partners in this regional initiative and others in the province to advance marine and ocean opportunities. There is a meeting planned with Advantage St. John's during MASS 25 Conference. Bios of potential attendees are attached as Annex A.

**Prepared/Approved by:** K. Youden/ H. Tizzard

**Ministerial Approval:** [REDACTED]

July 11, 2025

[REDACTED] 40(1)

## Annex A: Bios

### **Gina Pecore, CEO**

#### **Genoa Design**

Ms. Pecore is CEO of Genoa Design International, a leading marine design firm based in Newfoundland and Labrador. A former Royal Canadian Navy officer, she co-founded Genoa in 1994 and has led its growth into a global player in ship design since becoming CEO in 2016. Ms. Pecore is known for her focus on innovation, leadership, and community impact. She serves on several corporate and non-profit boards, including Newfoundland Power, C-CORE, and Business and Arts NL. Genoa's extensive project portfolio falls under two divisions: major government contracts, and commercial contracts, which include projects for mid-tier shipyards across North America. They've completed over 130 projects in the past 29 years including Military, Coast Guard, Ice Breakers, Ferries, Offshore Science Vessels, Towboats, Barges, Tugs, and more.

### **Jason Fudge, President**

#### **DF Barnes**

Mr. Fudge is a St. John's native, who holds a B. Comm (Honours) from Memorial University and an MBA from Dalhousie University. With over 20 years at DF Barnes, Mr. Fudge has led the company's expansion from a local marine service shop into a multi-location industrial powerhouse. Established in 1932, DF Barnes began with a focus on manufacturing marine engines and steel-hulled vessels. Evolving over the years, they now specialize in providing customized maintenance, fabrication, and construction services to the energy, mining, and maritime sectors.

### **Sean Leet, President**

#### **Horizon Navel Engineering – Horizon Maritime**

Mr. Leet is the President of Horizon Navel Engineering and Managing Director of Newdock – St. John's Dockyard Ltd. He is Partner and Director of World Energy GH<sub>2</sub>, a renewable energy firm based in St. John's. He graduated from Western University with a Master of Business Administration. Horizon Naval Engineering, a division of Horizon Maritime, provides specialized naval architecture and marine engineering services to support complex offshore and vessel operations.

### **Charles Pender, Brand Manager**

#### **Qalipu First Nation**

Mr. Pender, is currently serving his second term as the mayor the city of Corner Brook. He was appointed to the Qalipu First Nation band and took on the position February 27, 2023. He is responsible for overseeing and managing band business and programs, including the management of Qalipu staff at six office locations.

Qalipu First Nation, also known as the Qalipu Mi'kmaq First Nation, is a landless Mi'kmaq First Nation based in Newfoundland and Labrador. Established in 2011, it is the second-largest First Nation by population in Canada. Qalipu's membership is primarily spread across 67 communities in Western and Central Newfoundland

### **Chief Brad Benoit,**

#### **Miawpukek First Nation**

Chief Benoit was elected Chief of the Miawpukek First Nation June 4, 2024. Prior to that, he was elected Administrative Chief of Miawpukek First Nation in a byelection January 2024. Miawpukek First Nation Reserve is located at the mouth of the Conne River on the south coast of the island of Newfoundland. Over the years the community has seen a steady growth in Government, Social reforms, Health, Education, Economic Development, Culture and Traditions. Their membership as of 2022 was 822 on-Reserve and 2238 off-Reserve.

**Jocelyn Perry, Chair  
Advantage St. John's**

Jocelyn H. Perry is the Chair of Advantage St. John's Board of Directors. Ms. Perry is Executive Vice President, Chief Financial Officer of Fortis Inc. She has an extensive career in the utility business, having worked at Newfoundland Power for 13 years in a variety of capacities, including Chief Financial Officer, Chief Operating Officer, President, and Chief Executive Officer. She is a prior Director of Finance at Fortis, and previously served in other financial capacities in the private sector. Ms. Perry has considerable community and professional board experience in Newfoundland and Labrador. She currently serves on the board of Shorefast and is a past board member and Chair of the Health Care Foundation. She also serves on the Boards of UNS Energy and ITC Holdings, both Fortis Utilities.

**Andrew Bell, Chief Executive Officer  
K&D Pratt Group Inc.**

K&D Pratt Group Inc. is a comprehensive full-service solutions provider specializing in the Life Safety, Instrumentation, Technical Services, Offshore, and Coatings industries. In recent years they have expanded to Quebec, Ontario, Saskatchewan and British Columbia. This includes their Everguard Fire and Safety division, which is a full-service Fire & Safety sales and service company providing businesses with fire and safety products and the required services. Most recently, they have latest added Meridian 60 Offshore to their company offerings, which is an international joint venture focusing on marine, energy, industrial and offshore supply and services in the country of Guyana. Meridian 60 Offshore is formed by Industrial Safety Supplies Inc. of Guyana and K&D Pratt Group Inc. of Canada.

**James Parmiter, Senior Vice President Strategy & Development  
Cahill (The Cahill Group)**

The Cahill Group is one of the largest multi-disciplinary construction companies in Canada. Their Construction & Fabrication and Technology & Services divisions, along with their affiliated companies, offer single-source solutions for managing multi-trade industrial, commercial, and institutional projects. Their integrated approach utilizes the resources of the entire Cahill Group, including cross-functional teams, advanced project management systems, and state-of-the-art fabrication facilities to streamline even the most complex projects. As a seasoned solution provider across all major markets, Cahill has worked extensively in power, oil and gas, mining, healthcare, and infrastructure, and water.

**Dr. Paul Brett, Vice-president pro tempore  
Marine Institute**

Memorial University's Fisheries and Marine Institute is Canada's largest and most comprehensive post-secondary education, training, and research institute for the oceans industry. Dr. Brett has facilitated the growth and expansion of the Institute through new program development and delivery, international accreditation, extensive industry partnerships and establishment of the institute's first Canada Research Chair in Ocean Mapping. He also leads the institute's ocean research program including the SmartBay Ocean Observation system, in co-operation with Oceans Networks Canada, and SmartBay Holyrood, the institute's ocean technology testing and development environment.

Dr. Brett lends his global industry experience as a member of Oceans Advance and Ocean Learning Partnership boards and as a founding member and past chair of the Canadian Ocean Mapping Research and Education Network. He is also a member of the National Council of Deans of Apprenticeship, Trades and Technology and a Fellow of the Royal Canadian Geographical Society. He holds several degrees from Memorial University.

**Chief Misel Joe, Strategic Advisor & Director  
Horizon Maritime & World Energy GH2**

Chief Joe retired in early 2024 from his role as administrative chief of Miawpukek First Nation and continues in his capacity as Saqamaw (traditional chief). In February 2024, Chief Joe was appointed as a Director on the board of Horizon Maritime and joined World Energy GH2's senior leadership team as Strategic Advisor, supporting Indigenous, government and community relations for Project Nujio'qonik.

World Energy GH2 is a Newfoundland and Labrador-based renewable energy partnership affiliated with World Energy LLC, one of the world's largest producers of green fuels. Project Nujio'qonik is a consortium of partners advancing a cost-effective wind power-to-green hydrogen/ammonia production facility to be located on the west coast of the province.

Formed in 2020, Miawpukek Horizon Maritime Services Ltd. is a company that evolved from a relationship between Horizon Maritime Services Ltd. and Miawpukek First Nation. As owners and operators of the multi-functional vessel Polar Prince, and Canadian representatives for the novel seafood harvesting technology C Robotics, the company's mission is to maximize Indigenous participation in Canada's blue economy.

**Decision/Direction Note**  
**Department of Industry, Energy and Technology**

**Title:** Bombardier Inc.

**Decision/Direction Required:**

[REDACTED]

29(1)(a)

**Background and Current Status:**

- In 2009, the Government of Newfoundland and Labrador announced an agreement to acquire four new Bombardier 415 water bombers, which included an Industrial Benefits Agreement (IBA) to accrue industrial benefits for the province. With an original amount of \$30 million, the IBA was amended in 2011 and again in 2014, and now totals \$47 million.
- The IBA includes three components as follows: 1) \$20.85 million for capacity building initiatives (CBI); 2) \$24.5 million for contracts with individual Newfoundland and Labrador firms; and 3) \$1.65 million for educational and training initiatives.
- Bombardier submits regular status reports to IET outlining and documenting credits to apply to the IBA commitments. Credits applied as of November 2023 total \$23,810,794 as follows: 1) \$11,775,195 to CBI; 2) \$13,900,354 to contracts; and 3) \$1,500,000 to training.

[REDACTED]

29(1)(a),  
35(1)(d)

IET explored other options within the provincial tech sector to help increase the investment return by Bombardier to maximize the economic benefit to the province and the aerospace industry. Several meetings have been organized with local tech firms including:

[REDACTED]

35(1)(d)

**Analysis:**

- As a result of the meetings organized by IET between Bombardier and provincial tech firms there have been some successes.

[REDACTED]

29(1)(a), 35(1)(d), 35(1)(f)

- IET will continue to pursue additional opportunities for local tech firms to work with Bombardier to fulfill all the obligations of its IBA.

**Alternatives:**

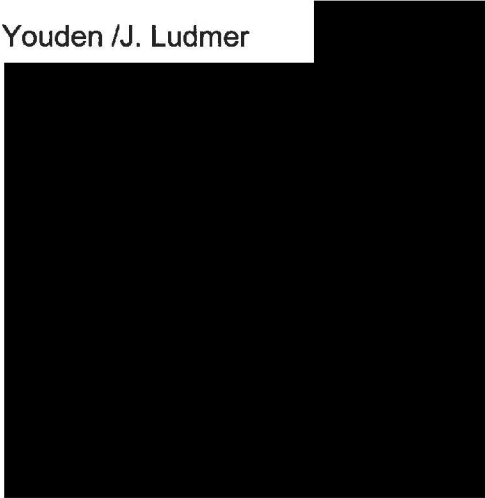
**29(1)(a), 35(1)(d)**



**Prepared/Approved by:** S. Butler /K. Youden /J. Ludmer

**Ministerial Approval:**

July 31, 2025



**40(1)**

**Information Note**  
**Department of Industry, Energy and Technology**

**Title:** Maritime and Arctic Security and Safety Conference

**Issue:** To provide an overview of the Maritime and Arctic Security and Safety Conference

**Background and Current Status:**

- Now in its 12th year, the Maritime & Arctic Security & Safety Conference (MASS) has become a key forum for addressing challenges and opportunities in northern and maritime security. This three-day international conference focuses on emerging threats and highlights Canadian innovation in products, services, and research aimed at enhancing safety and security globally.
- The conference is expected to attract more than 200 attendees and 15 exhibitors and is hosted annually by the Atlantic Canada Aerospace and Defense Association (ACADA) led by CEO Victoria Belbin.
- Highlights of this year's conference program, Appendix A, include:
  - A reception hosted at The Launch, Marine Institute's advanced facility in Holyrood. This event unites two conferences, MASS and POAC (Port and Ocean Engineering under Arctic Conditions).
  - Four panel discussions over 2 days which include topics such as Under the Surface: Enhancing Operational Readiness and Mission Effectiveness in Canada's Submarine Fleet and New Geopolitical World: Changing Landscape of Maritime and Arctic Security and Sovereignty.
  - Keynote speakers include Leslie Canavera, CEO of PolArctic and John Risley, CEO of Arctic Economic Development Corporation.
  - A reception hosted at Quidi Vidi.
- Advantage St. John's, in collaboration with its partners, will officially launch the 'Ships Stop Here' campaign during the upcoming conference. This initiative aims to position the region the organization represents as a strategic trans-Atlantic destination for vessels seeking refit, refueling, and recharging services.
- IET will sponsor this year's MASS conference in the amount of \$10,000. The sponsorship package will include an exhibition space at the conference as well as complimentary registrations.

**Prepared/Approved by:** D. Grant /J. Ludmer

July 11, 2025



40(1)

## Appendix A – Conference Agenda

### July 16<sup>th</sup> – ACADA Meetings and Opening Reception

Salon D – 11: 00 – ACADA AGM

Salon D – 12:00 – CADSI/ACADA Roundtable (invite only)

15:30 Arctic Showcase and Opening Reception at The Launch Marine Institute in Holyrood Bay

### July 17<sup>th</sup> – Conference Day 1

7:00 Registration and Networking

Salon BCD – Breakfast

Salon A – 08:15 – Opening Remarks – Welcome from ACADA and special guests

Salon A – 08:45 – Panel #1 – New Geopolitical World: Changing Landscape of Maritime and Arctic Security and Sovereignty

Salon A – 09:45 – Conference Keynote Speaker: Leslie Canavera, CEO of PolArctic

10:15 – Networking and Refreshment Break in Exhibit Hall

Salon A -11:00 – Panel #2 Setting The Stage: Arctic Opportunities Strengthening North America's Defence and Sovereignty

Salon BCD -12:00 – Lunch – Presenting Sponsor Keynote: John Risley, Arctic Economic Development Corporation

Fireside Chat – John Risley and Indigenous Partners

Salon A -13:30 – Arctic Opportunities Roundtable with Northern Leaders & Conference Attendees

14:30 – Networking and Refreshment Break in Exhibit Hall

Salon A -15:00 – Industry Spotlight

Salon BCD -16:00 – ACOA B2B/B2G Program / Networking in Exhibit Hall

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Offsite – 18:00 – An Evening at Quidi Vidi – A Signature MASS 2025 Experience.

Join us for a special offsite event at Quidi Vidi Brewery, a picturesque and iconic location 10 minutes from downtown St. John's. Nestled in the heart of the historic fishing village of Quidi Vidi, this exclusive evening offers MASS delegates a unique opportunity to network, connect, and unwind in an unforgettable coastal setting.

**July 18<sup>th</sup> – Conference Day 2**

Salon BCD – 07:30 – Networking Breakfast

Salon A – 08:30 – Opening Remarks, Welcome to Day 2

Salon A – 08:45 – Canadian Arctic Outlook – Featuring leaders from Canadian Armed Forces and Canadian Coast Guard

Panel Moderator: Admiral (Retired) Art McDonald (former Chief of the Defence Staff & Commander Royal Canadian Navy)

- BGen Daniel Riviere, Commander Joint Task Force North based in Yellowknife
  - Commodore Jake French, Commander Canadian Fleet Atlantic based in Halifax (and a former D/Comd of JTFN in Yellowknife)
  - BGen Mark Parsons, Commander 5th Cdn Army Division based in Halifax
  - Colonel Joe Oldford, Commander 22 Wing & NORAD Canadian Air Defence Sector (and former Commanding Officer based in North Bay Ontario (& former 5 Wing Goose Bay Operational Support Squadron Commanding Officer)
  - Senior Director Fleet Trevor Hodgson of CCG(A) based in St. John's
- 10:15 – Networking and Refreshment Break in Exhibit Hall

Salon A – 10:45 – Panel #3 – Icebreaker Collaboration Effort or “ICE PACT” – Innovating Icebreakers – What does this mean for Shipbuilding in Canada?

Salon A – 11:45 – Lunch & Panel #4 – Under the Surface: Enhancing Operational Readiness and Mission Effectiveness in Canada's Submarine Fleet

Salon A – 13:30 – Final Perspectives on Maritime and Arctic Security

Salon A – 14:00 – Conference Close

**Meeting Note**  
**Department of Industry, Energy and Technology**  
**Meeting with Joint Task Force North**  
**3:30PM – 4:00PM, Thursday July 17, 2025**  
**Delta Hotel, Placentia Bay Room**

**Attendees:**

- Honourable Steve Crocker, Minister, Industry, Energy and Technology (IET)
- John Cowan, Deputy Minister, IET
- Brigadier Gen Daniel Rivière, Commander, Joint Task Force North
- Don Farr, Chief Warrant Officer
- Julian Ludmer, Assistant Deputy Minister, IET

**Purpose of Meeting:**

- To increase visibility with the Joint Task Force North regarding the strategic and economic benefits of increasing Canadian Armed Forces investment and operations in Newfoundland and Labrador (NL).
- To affirm NL's commitment to northern security by highlighting its strategic location, maritime expertise and infrastructure to support Arctic operations, surveillance, and logistics.

**Background:**

- Joint Task Force North (JTFN) is one of six regional joint task forces of the Canadian Armed Forces (CAF). The task forces are situated in key locations across Canada, and they are responsible for conducting CAF continental operations.
- Established in 1970 as the Canadian Forces Northern Area to uphold Canadian sovereignty and support military activities in the North, the organization was re-designated as Joint Task Force North in 2006. As a joint headquarters, JTFN includes personnel from the Royal Canadian Navy, Canadian Army, and Royal Canadian Air Force, along with exchange officers from Allied nations.
- JTFN plays a vital role in defending Canada by maintaining a military presence across the Yukon, the Northwest Territories, and Nunavut. Headquartered in Yellowknife, JTFN coordinates and conducts year-round operations and exercises. The formation includes approximately 300 military and civilian personnel.
- JTFN's enduring military presence enables joint and Allied operations across the Canadian Arctic and strengthens collaboration across the whole-of-government framework.
- JTFN's responsibilities encompass territorial waterways in Canada's North, which include:
  - the Arctic Region - the part of Canada that lies north of 60 degrees North latitude; and
  - the High Arctic Region - the part of the Arctic Region that lies north of the Arctic Circle, which is 66.5 degrees North latitude.

**Agenda Item #1: Commitment to the Aerospace and Defence Sector**

Aerospace and Defence is a priority sector for NL.

Potential Speaking Points

- NL actively supports the growth of its aerospace and defence sector, focusing on innovation, export development, and supply chain integration, with companies delivering globally competitive solutions tested in harsh North Atlantic conditions
- NL aerospace and defence companies are doing business internationally both as partners in the supply chain and directly with aerospace and defence procurement. This includes ocean tech companies that develop and produce technologies that have defence applications.
- NL's strategic location enhances Canada's civil and military capabilities, supporting training, surveillance, and defence operations in harsh northern environments, with Labrador serving as a key staging ground for Arctic sovereignty and eastern North American security.

[REDACTED] 29(1)(a), 35(1)(d)

- As a large industrial facility with direct water access, the Bull Arm site also has the potential to support ship fabrication and disposal operations. Similarly, there are other ports and facilities in NL with additional capabilities to provide maintenance, fabrication and disposal services for CAF vessels operating in the Arctic and Atlantic.

**Agenda item #2: Benefits of increasing CAF investment and operations in NL**

The province is well-positioned to support the mandate and operations of the JTFN.

Potential Speaking Points

- NL has a strategically advantageous location with its access to the Atlantic and Arctic, ice free and deepwater ports, [REDACTED] 35(1)(d)
- As a smaller jurisdiction, Newfoundland and Labrador offers a uniquely agile environment for business collaboration, where close-knit networks enable direct access to key decision-makers, streamlined communication, and faster decision-making. This creates ideal conditions for public-private partnerships, innovation, and rapid project advancement.
- NL's skilled workforce has world-class experience delivering complex infrastructure projects, particularly offshore, and can be relied upon [REDACTED] 35(1)(d)
- NL is Canada's ocean industry leader with world-leading research facilities and many innovative companies developing leading-edge and emerging technologies and services.
- For example, The Launch, in Holyrood, NL, is a marine testing and training facility operated by the Marine Institute of Memorial University that was recently designated as a NATO Defense Innovation Accelerator for the North Atlantic. This affirms The Launch's status as a top testing and development site for cold water technologies that can contribute to Canada's northern defence capabilities as well as those of Canada's allies.

- NL has never benefited from a large federal defence contract, and the province has underutilized infrastructure and capabilities that can offer significant value to the CAF as Canada increases defence spending in the coming years.

**Agenda item #3: NL's strategic location, infrastructure, and proximity to the North.**

NL occupies a strategic geographic position offering direct access to both the Atlantic and Arctic regions.

Potential Speaking Points

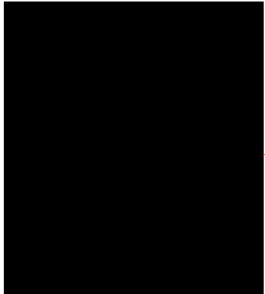
- 5 Wing Goose Bay in Labrador is NL's primary military installation, serving as a forward operating location for Arctic and North Atlantic missions and multinational training exercises, as well as a NORAD air defense station. The base's location and robust infrastructure position it to significantly enhance northern defence capabilities and reinforce Canada's Arctic sovereignty.
- Ice-free deepwater ports in Newfoundland and Labrador provide year-round access to the North Atlantic and Arctic regions, offering a critical logistical advantage for rapid deployment, resupply, and sustained military operations in support of northern and Arctic defence objective.
- Given the current focus on Arctic security, the Province, and particularly Labrador with its strategic northern setting and existing infrastructure, would support the establishment of new forward operating bases that could support CAF operations in the Arctic.
- The northern tip of the Labrador coast crosses the 60<sup>th</sup> parallel and sits at the mouth of the Hudson Bay. This positions Labrador as a location that can provide operational advantages in the Arctic and the Hudson Bay, particularly with regard to the potential warming and opening of the Northwest Passage.

**Prepared/Approved by:** D. Grant / J Ludmer

July 16, 2025



40(1)



40(1)

## Annex A: Biographies



Brigadier General Daniel Rivière is the Commander of the Joint Task Force (North). Prior to this appointment he assumed command of Canadian Forces Base (CFB) Borden on September 2, 2020, succeeding Brigadier-General Andrew Atherton. In addition to his role as base commander, Col. Rivière oversaw the Military Personnel Generation Training Group (MPGTG), responsible for training and educating Canadian Armed Forces members in support roles.

A seasoned logistics officer and respected leader, Col. Rivière brings extensive operational experience, having served on multiple overseas deployments including missions in Haiti, Bosnia-Herzegovina, and Afghanistan. His leadership is grounded in a deep commitment to service and community.

**Meeting Note**  
**Department of Industry, Energy and Technology**

[REDACTED] 35(1)(d)  
12:30 – 1:00pm, Wednesday, July 16, 2025  
Location: Virtual

**Attendees:**

- Honourable Steve Crocker, Minister, IET
- John Cowan, Deputy Minister, IET
- Julian Ludmer, Assistant Deputy Minister, IET

[REDACTED] 35(1)(d)

**Purpose of Meeting:**

[REDACTED] 35(1)(d)

- To reaffirm the Province's commitment to advocate for significant defence, shipbuilding and related contracts to be awarded to companies prepared to conduct these activities in NL.

**Background:**

29(1)(a), 35(1)(d)

[REDACTED]

The CPSP will be subject to Canada's Industrial and Technological Benefits Policy, which mandates that contractors generate economic activity in Canada equal to the contract value.

[REDACTED]

29(1)(a), 35(1)(d)



**Agenda item #1: Current Status of the Bidding Process for the Bull Arm Fabrication Site**

The bidding process is ongoing and remains restricted to the two companies that responded to the Request for Proposals (RFP) that the Province issued in 2024.

Potential Speaking Points

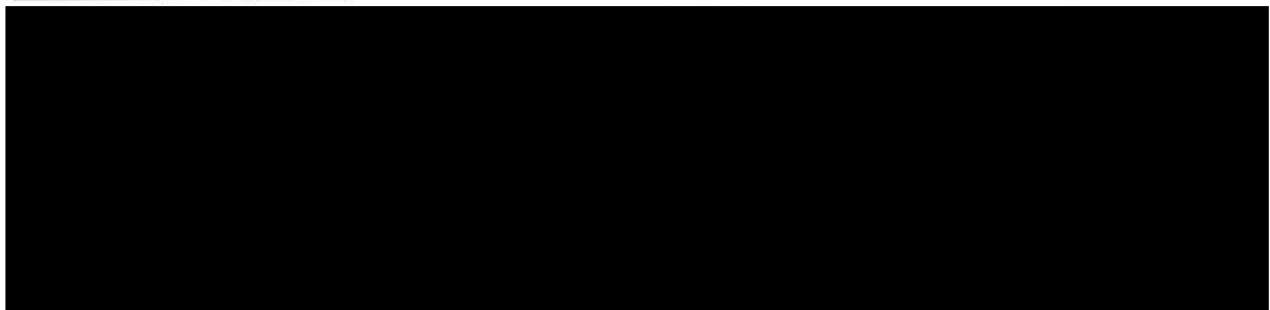
- The bidding process for Bull Arm is not yet concluded. The Province continues to be engaged with the two companies that submitted bids in response to the RFP that the Province issued in 2024.
- The Province has advised any third parties with potential interests in the site to engage with the two companies in the bidding process to determine whether their interests would align with the two companies' planned uses and requirements for the site.
- The Province's primary interest in the outcome of the RFP is to ensure that the Province receives the maximum possible benefit from the site through its full utilization.
- Accordingly, the two companies' bids will be assessed, in part, on their ability to demonstrate that they will ensure full utilization of the site, including by accommodating other parties that would occupy and use areas of the site that the two companies would not require.

**Agenda Item #2:**



29(1)(a), 35(1)(d)

Potential Speaking Points



29(1)(a), 35(1)(d)

Prepared/Approved by:

D. Grant / J. Ludmer



July 15, 2025



40(1)

**Meeting Note**  
**Department of Industry, Energy and Technology**  
**Meeting with [REDACTED] 35(1)(d)**  
**11:30 – 12:00PM Thursday, July 17, 2025**  
**Delta Hotels, Placentia Boardroom**

**Attendees:**

- Honourable Steve Crocker, Minister, Industry, Energy and Technology (IET)
- John Cowan, Deputy Minister, IET

[REDACTED] 35(1)(d)

[REDACTED] 34(1)(a)(iii)

- Julian Ludmer, Assistant Deputy Minister, IET

**Purpose of Meeting:**

[REDACTED] 35(1)(d)

- To indicate NL's commitment to promoting the province's capabilities and infrastructure in support of efforts to secure the CPSP submarine sustainment contract at a site in NL.

**Background:**

29(1)(a), 35(1)(d)

[REDACTED]

- CPSP aims to deliver up to 12 new conventional submarines by 2035 that will be optimized for long-endurance operations, including missions in the Arctic. The build and sustainment contracts will be separate and are expected to be awarded in phases.

- The CPSP will be subject to Canada's Industrial and Technological Benefits (ITB) Policy, which mandates that contractors generate economic activity in Canada equal to the contract value.

35(1)(d)

#### Agenda Item #1: Commitment to the Aerospace and Defence Sector

- Aerospace and Defence is a priority sector for NL.

##### Potential Speaking Points

- NL actively supports the growth of its aerospace and defence sector, focusing on innovation, export development, and supply chain integration, with companies delivering globally competitive solutions tested in harsh North Atlantic conditions
- NL aerospace and defence companies are doing business internationally both as partners in the supply chain and directly with aerospace and defence procurement. This includes ocean tech companies that develop and produce technologies that have defence applications.
- Newfoundland and Labrador's strategic location enhances Canada's civil and military capabilities, supporting training, surveillance, and defence operations in harsh northern environments, with Labrador serving as a key staging ground for Arctic sovereignty and eastern North American security.

29(1)(a), 35(1)(d)

#### Agenda item #2: Benefits [REDACTED] in NL

- The province is an ideal location in eastern Canada [REDACTED] 35(1)(d)

##### Potential Speaking Points

- NL has a strategically advantageous location with its access to the Atlantic and Arctic, ice free and deepwater ports, and industrial sites [REDACTED] 35(1)(d)
- The Bull Arm Fabrication Site is presently subject to a Request for Proposal process that may result in its acquisition. The Province is currently engaged with two local bidders that are participating in this process.

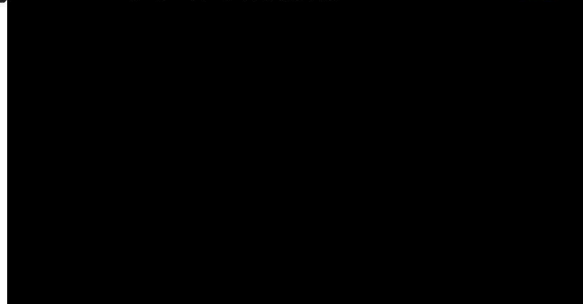
- [REDACTED] The Province's primary objective is to ensure that the RFP result generates the maximum benefit for NL through full utilization of the site. 35(1)(d)

- As a smaller jurisdiction, Newfoundland and Labrador offers a uniquely agile environment for business collaboration, where close-knit networks enable direct access to key decision-makers, streamlined communication, and faster decision-making. This creates ideal conditions for public-private partnerships, innovation, and rapid project advancement.
- NL's skilled workforce has world-class experience delivering complex infrastructure projects, particularly offshore, and can be relied upon [REDACTED] 35(1)(d)

- NL is Canada's ocean industry leader with world-leading research facilities and many innovative companies developing leading-edge and emerging technologies and services.

**Prepared/Approved by:** D. Grant / J Ludmer

July 15, 2025



40(1)

**Backgrounder: ICI Innovations  
July 2, 2025**

**Company Background:**

- ICI Innovations, led by President Corey Tucker, delivers tailored Interactive Data Visualization and Reporting solutions to a diverse range of clients, including government agencies, non-governmental organizations and industry leaders.
- RIVAS is ICI Innovations' comprehensive project information management solution. It combines a software system with rapid implementation and support services that can address project needs across sectors such as energy, mining, oil and gas, and transportation. Clients of the company include Atlas Salt, Oilco, TriplePoint and Everwind.
- RIVAS is a flexible and customizable project information management platform designed to support every stage of a project, from planning and environmental assessment to permitting and beyond. It is built to scale with evolving project needs while helping clients streamline information flow and accelerate goal achievement. This streamlined information flow, which covers the collection and presentation of critical data such as geospatial mapping, helps projects move faster while reducing risk throughout all phases.
- The company offers either a RIVAS Plan or RIVAS Navigate solution to clients. RIVAS Plan is purpose-built for projects in the early planning phase, particularly those with smaller teams preparing for Project Registration and Environmental Assessment (EA) submission. This solution provides all the essential tools to plan, organize, and structure teams and systems cost-effectively, including features for supplier registration and engagement management as needed.
- The company is currently preparing to launch a marketing campaign across Canada and the United States to promote RIVAS and drive further growth and expansion.

**GNL Support:**

- To date, the only funding given to ICI Innovations from the Province has been a \$3,000 travel stipend to support travel to the Artic Technology Conference in Copenhagen, Denmark in March of 2015.



40(1)

**Decision Note**  
**Department of Industry, Energy and Technology**

**Title:** Spellbook

**Decision/Direction Required:**



29(1)(a), 35(1)(d)

**Background and Current Status:**

- On May 6, 2015, the Province, through a Limited Partnership Agreement (LP Agreement), became a limited partner (LP) in the Venture Newfoundland and Labrador Limited Partnership (VNL I). Pelorus Venture Capital (Pelorus), is the General Partner (GP) of VNL I.

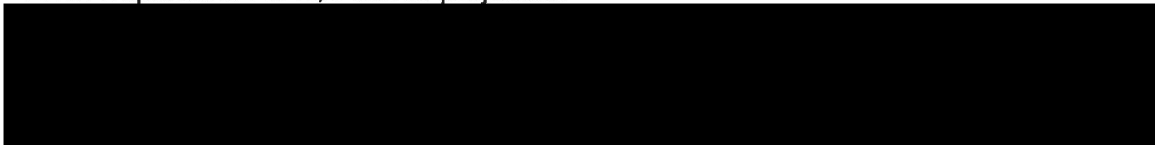
- VNL I, is a 10-year venture capital fund with a total commitment of \$14,303,500, of which the Province committed \$10 million (69.9% of the total fund). Other equity partner commitments include \$2 million from BDC, \$1 million from Klister Credit Corp., and the remaining commitment from eight other equity partners.

35(1)(d)

- To date, VNL I has implemented a total drawdown of [REDACTED] from the LPs, including 35(1)(d) [REDACTED] from the Province.

- While the ten-year term of the fund was reached in 2025, the GP exercised the option to extend the term for one additional year, as allowed under the Limited Partnership Agreement, to continue working to divest of the remaining eight portfolio companies could be reached. The GP retains the further option to extend the term of the fund for a second additional year.

- As of September 2024, Pelorus projected:



35(1)(d)

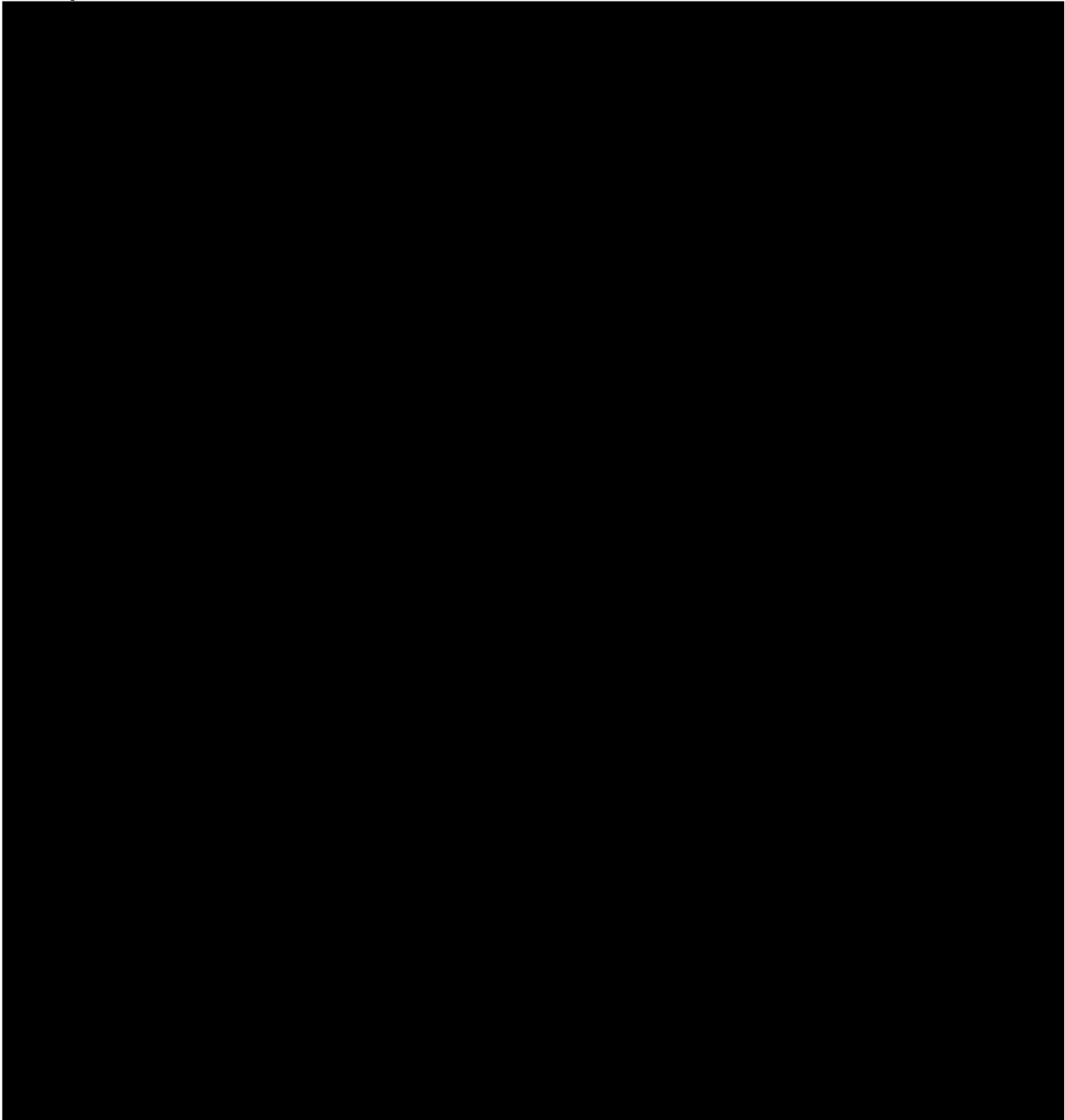
- Of the total drawdown for VNL I, 35(1)(d) [REDACTED] was used to invest in Spellbook, which launched in 2019 as Rally until its rebranding in June 2023. Accordingly, the Province's 69.9 per cent share of this investment amounts to [REDACTED]. Spellbook is headquartered in St. John's, Newfoundland and Labrador, and has built the very first generative Artificial Intelligence (AI) copilot for lawyers in 2022.

35(1)(d)

- In August 2024, Spellbook launched a sophisticated AI agent for law capable of planning and executing complex, multi-step workflows, and then later rolled out Playbooks, a contract-review feature designed for in-house teams working in corporate legal departments. Scott Stevenson is the co-founder and CEO of Spellbook.

- Since its launch, Spellbook has grown its client base quickly and raised substantial funding to support its development and expansion. In 2023, Spellbook secured \$15 (CAD) million in funding to enhance its AI capabilities and bring AI to more legal professionals. By early 2024, the company had raised an additional \$27 (CAD) million, underscoring the growing demand for AI-driven legal tools. (Source: ACOA Press Release, October 28, 2024)
- IET also provided Spellbook two grants with a combined value of \$765,655 to support research and development projects from 2020-2024 for proof of concept.

**Analysis:**



**Backgrounder**  
**Department of Industry, Energy and Technology**

**Title:** Flanders Investment & Trade and Green Energy

**Background and Current Status:**

- Flanders is a federal state in the northern region of Belgium with its own legislative and executive powers. Flanders Investment and Trade (FIT) is an external independent government agency that supports foreign companies seeking to invest in Flanders, while helping companies in Flanders grow their businesses globally.
- FIT Has almost 100 offices worldwide, Including 2 offices in Canada (Toronto and Vancouver). FIT works to create partnerships, share information, and support trade and investment opportunities.
- FIT Supports clean and green energy projects, and views green energy/clean technology and environmental solutions as important sectors for the future, as such it helps to promote and grow these industries both in Flanders and around the world.
- FIT Brings together companies from Flanders with global partners at events like offshore wind shows and green energy conferences which helps make them connections and share ideas. Flanders has a strong hydrogen network and FIT help support projects that bring in clean hydrogen from other countries.
- FIT promotes Flanders major ports port as key locations for importing and exporting clean energy like hydrogen and wind power these ports are being developed to support more green energy infrastructure. The agency works with businesses researchers and governments to attract investments in clean energy and help make Flanders a leader in sustainable industries.
- In May 2024 FIT hosted a webinar titled “Flanders - a hotspot for hydrogen innovation” featuring speakers from other companies such as WaterstofNet, Port of Antwerp-Bruges, VITO, Fluxys, and Hydrogenics. The event emphasized Flanders strategic role in advancing commercial scale green hydrogen solutions across industrial transport and port sectors.
- In September 2024 FIT representatives visited NL as part of a business delegation co-organized by FIT and the Canadian Trade Commissioner Service and led by the Belgian Embassy and the Belgian Hydrogen Council. During the mission, GNL signed an Memorandum of Understanding (MOU) with the Port of Antwerp - Bruges.
- In June 2025, Toronto-based FIT representative Yves Lapere attended the Energy NL conference in St. John’s and met with IET. [REDACTED]

34(1)(a)(iii),  
34(1)(b)

**Prepared/Approved by:** C. Keeping/B. Norman/K. Day/S. Wilkins

July 28, 2025

40(1)

## Backgrounder Industry, Energy and Technology

**Title:** Belgian Hydrogen Council

### Background and Current Status:

- On March 17, 2023 in Brussels, the regional cluster organizations WaterstofNet<sup>1</sup> and Cluster Tweed<sup>2</sup> launched the Belgian Hydrogen Council (BHC) to enhance Belgium's role in Europe and globally as a leading center for clean hydrogen.
- The BHC promotes Belgium's hydrogen sector nationally and internationally while advising policymakers on hydrogen strategies. It functions as a national entity driven by the hydrogen industry, distinct from regional or federal initiatives.
- The BHC has prioritized the following five areas as core tasks for the organization to focus upon:
  - **Policy & Certification:** Monitor EU policy and legislation, draft proposals for optimal translation to Belgian and regional legislation.
  - **H2-Infrastructure:** Support the development of hydrogen infrastructure in Belgium with a strategic focus on coordinated use, requirements, and locations.
  - **Promotion of Belgium (BE) Industry:** Development of promotion tools for BE H2 industry; organization of matchmaking, missions of BE H2 industry to interesting regions.
  - **International Collaborations:** Establish structured collaborations with similar organizations in other countries. Identify partnering countries for future bilateral agreements with Belgium.
  - **Training & Education:** Analyze needs of the industry & propose initiatives for development of new programs.
- The BHC Board for 2025–2026 includes organizations representing key hydrogen value chain sectors: production, technology, infrastructure, ports, imports, industry, mobility, Small and Medium-sized Enterprises, and research. Refer to **Annex A** for a list of participating organizations. Tom Hautekiet (See **Annex B** for Bio), Chief Business Development and Transition Officer at the Port of Antwerp-Bruges, chairs the BHC, which is supported by a nine-member board and a program office (See **Annex A** for the list of board members).
- On September 27, 2024, Tom Hautekiet met with IET Minister during an incoming Belgian hydrogen energy mission. Following the meeting a Memorandum of Understanding (MOU) was signed between the Port of Antwerp-Bruges and the Government of NL to enhance cooperation on hydrogen production and export, and to develop a green shipping corridor between NL's renewable resources and European markets.
- Since 2024, the BHC has signed MOUs with other international associations including: the Dutch hydrogen industry association, NLHydrogen and the German National Hydrogen Council; France Hydrogène; Hydrom Oman; and GH2 India. The MOUs are intended to promote hydrogen business cooperation, hydrogen project development, and to generally advance the hydrogen economy.

**Approved by:** W. Skinner/B. Norman/K. Day/S. Wilkins

**Date:** July 23, 2025

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<sup>1</sup> [WaterstofNet | Home](#)

<sup>2</sup> [Cluster Tweed - Innovation Zero 2025](#)

## **Annex A**

### **Board Organization List 2025-26**

- DEME (production),
- John Cockerill (technology),
- Fluxys (infrastructure),
- Port of Antwerp-Bruges (ports & import),
- ArcelorMittal (industry),
- TotalEnergies (industry),
- Virya Energy (mobility),
- Beblue Cryotech (SME) and,
- Sirris (research and innovation).

### **Board Membership List 2025-26**

- Tom Hautekiet, Chief Business Development & Transition Officer, Port of Antwerp-Bruges
- Raphael Tilot, Managing Director, John Cockerill Hydrogen
- Jean-Baptiste De Cuyper, Head of Business Development, Green Hydrogen, DEME
- Philippe Alboort, Energy Manager, ArcelorMittal Ghent
- Hany Aouad, External Communication Manager, Fluxys
- Stephan Windels, Head of Hydrogen Operations, Virya Energy
- Jerome d'Agruma, Co-founder & CEO BEBLUE Cryotech; Owner Aéro-X Consulting
- Tom Claerbout, Managing Director, TotalEnergies Belgium Services
- Pieter Jan Jordaens, Program Manager Energy Transition Industry, Sirris

## **Annex B Biography of Tom Hautekiet**



**MR. TOM HAUTEKIET, Chief Commercial Officer at Port of Antwerp-Bruges**

Tom Hautekiet (°1970) graduated as a Master Industrial Engineer – option Construction at the KIRO in Ghent (Belgium). Subsequently, he attended additional management trainings in Fontainebleau: INSEAD and CEDEP. He started his professional career in 1993 as Project Manager of industrial projects at Lafaut NV.

As a job site manager, he supervised new industrial projects and concepts. In 1998, he joined the West Flemish multinational Bekaert and became a passionate General Manager with strong international experience. At Bekaert, he rose to Senior Vice President within the Building Products division, which consists of 700 people all over the world.

He also negotiated various partnerships across several continents, such as with China in Asia. As from the 1st of October 2020, he took up the role of CEO at the Port of Zeebrugge. After the merger with the Port of Antwerp (April 2022), he was appointed as Chief Commercial Officer. Tom is a very strong, down to earth team leader.

He also transfers this positive quality to his whole team. Not only because of his strategic thinking and operational experience, but also because of his passion and impressive track record in highly internationalized environments, he is considered a brilliant expert in his field.

**Backgrounder**  
**Department of Industry, Energy and Technology**

**Title:** Gunvor Energy Rotterdam

**Background and Current Status:**

- Gunvor Energy Rotterdam (GER) is a subsidiary of Gunvor Group (GG), a global energy trading firm operating in over 100 countries with around 1,800 employees and \$136 billion in annual revenue. Besides trading oil, gas, and liquid natural gas, GG is expanding into biofuels, renewables, and energy storage markets.
- In March 2021, Nyera, another subsidiary of GG, was created to lead the company's investments in the energy transition area. It focuses on identifying and investing in sustainable commodities and businesses, such as renewables, biofuels, and energy storage.
- In June 2022 GPR, aided by Nyera, signed an agreement with global industrial gas supplier Air Products to create a green ammonia import terminal in Rotterdam. The Gunvor site in Europoort Rotterdam offers strategic access for receiving green ammonia from large-scale green hydrogen production locations globally. The green ammonia will be converted to hydrogen and distributed to markets within Europe, including the Netherlands, Germany, and Belgium. At the time of the signing the facility was expected to provide green hydrogen to the Netherlands in 2026.
- In January 2023, Gunvor Petroleum Rotterdam (GPR), and Stargate Oil Terminal Rotterdam B.V. merged to form GER B.V.. GER operates a refinery and terminal within the Port of Rotterdam currently producing and distributing liquified petroleum gas, naphtha, gasoline, diesel, kerosene, and blue hydrogen. It employs 255 to 300 people and has been in operation for 60 years.
- On September 7, 2023, Swiss-based energy company VARO Energy revealed plans to build a major Sustainable Aviation Fuel (SAF) production facility at the Gunvor Energy site in Rotterdam. With a \$600 million investment, the plant aims to help airlines reduce carbon emissions and is expected to meet seven percent of the European Union's 2030 SAF target.
- GER's website notes that they are gradually transitioning from a traditional fossil fuel refinery to a hub for sustainable energy using clean, CO<sub>2</sub>-neutral energy sources. This transition includes the introduction of sustainable aviation fuel, circular naphtha<sup>1</sup>, and the storage and distribution of hydrogen carriers, emphasizing their commitment to sustainability in energy practices.

**Prepared/Approved by:** W. Skinner/B. Norman/K. Day/S. Wilkins

July 29, 2025

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<sup>1</sup> Refined petroleum fraction boiling between 122°F and 400°F.

## Backgrounder Industry, Energy and Technology

**Title:** Port of Antwerp-Bruges

### Background and Current Status:

- Port of Antwerp-Bruges (PoAB) in Belgium, formed from the merger of the Antwerp and Zeebrugge ports in 2022, is a vital economic engine for both Belgium and Europe. As the second-largest port in Europe, it is a key logistics and industrial hub, handling over 235 million tonnes of maritime cargo annually, with connections to over 800 destinations globally.
  - In 2024, the Port generated €21 billion in added value and provided 74,000 direct jobs. It is known for its versatility, handling a wide range of cargo including containers, steel, chemicals, and bulk goods. The Port also boasts Europe's largest integrated chemical cluster that offers specialized handling for hazardous materials or bulk chemicals, making it a crucial player in the region's industrial supply chain.
  - The PoAB is key to the import of Canadian minerals, forest products, and agricultural products to European markets. Its breakbulk handling capabilities, including efficient processing of raw materials and heavy goods, make it a valuable partner for Canadian exporters of natural resources.
  - The PoAB is aiming to become climate-neutral by 2050 and has several partnerships focused on hydrogen, supporting its goal of becoming a major hub for green hydrogen production and usage in Europe. Current collaborations focus on decarbonizing port operations and fostering the broader use of hydrogen in industry, transport, and logistics (see **Annex A** for details).
  - The Port of Antwerp-Bruges International (PoABI), established in 2010, is the international consulting and investment branch of the PoAB. Its primary focus is providing consultancy, technical expertise, and strategic investments to ports and terminals around the world, aiming to boost global trade efficiency. Through partnerships, PoABI engages in various projects, such as developing port infrastructure and offering training programs for professionals (see Annex B for details on key partnerships worldwide).
  - The PoAB has been active in building relationships with NL, including attending the Energy NL conference in June 2024 and signing a Memorandum of Understanding (MOU) with Exploits Valley Renewable Energy Corporation (EVREC) in fall 2023 [REDACTED]
- 29(1)(a), 35(1)(d), 35(1)(f)**
- On September 26, 2024, during an incoming energy mission to NL, GNL and the PoAB signed a MOU to explore renewable energy opportunities, focusing on green hydrogen and ammonia. The MOU promotes non-binding cooperation in green energy trade and aims to establish a green shipping corridor between NL and Europe. (See **Annex C** for MOU).
  - In May 2025, the Ports of Belledune (Northeastern New Brunswick) and PoAB signed a MOU at the World Hydrogen Summit to establish a transatlantic supply chain for clean fuels, with a focus on green hydrogen and its derivatives, aiming to support sustainable industrial development and energy transition in both regions.

**Prepared/Approved by:** W. Skinner/ B. Norman/ K. Day/ S. Wilkins [REDACTED]

July 29, 2025

**40(1)**

## ANNEX A

### PoAB's Key Hydrogen Partnerships

- **HyOffWind Consortium:** The port is part of the HyoffWind consortium, which aims to build a green hydrogen production facility. This partnership includes energy players like ENGIE and Fluxys. The goal is to create a 25 MW electrolyzer that will use renewable energy to produce green hydrogen, which can then be used in local industry and as a clean fuel for shipping.
- **Hydrogen Import Coalition:** In collaboration with companies such as Deme, Engie, Exmar, Fluxys, and WaterstofNet, the Port of Antwerp-Bruges formed the Hydrogen Import Coalition. The goal of this coalition is to establish hydrogen supply chains from countries with abundant renewable energy to Europe. The coalition is working on projects that focus on importing green hydrogen into the port, positioning it as a future hydrogen hub for Europe.
- **HydroPorts Initiative:** The HydroPorts partnership is a collaboration between the ports of Antwerp, Rotterdam, and North Sea Port to facilitate the transport of hydrogen between different European hubs. This initiative aims to establish a robust hydrogen corridor that enables the safe and efficient transport of hydrogen across borders.
- **Port's Hydrogen Valley Project:** The port is also developing a local Hydrogen Valley in collaboration with industrial partners, focusing on the production, storage, and distribution of hydrogen within the port area. This initiative will support both local industries and transportation sectors in transitioning to hydrogen-based operations.
- **Collaborations with Hydrogen Companies:** The Port of Antwerp-Bruges works closely with various hydrogen technology companies to integrate hydrogen solutions into port operations. This includes partnerships with firms specializing in hydrogen-powered machinery, vehicles, and vessels, such as the Hydrotug 1, the world's first hydrogen-powered tugboat.

## ANNEX B

### PoABI's Key Partnerships Worldwide

The PoABI has established several key partnerships worldwide, focusing on the development and enhancement of port infrastructure, consultancy, and management solutions:

- **Port of Duqm, Oman:** the PoABI is a shareholder in the development of the Port of Duqm, located on the southeastern coast of Oman. This Port is a strategic asset for regional trade due to its proximity to major shipping routes between Europe, Asia, and the Middle East. The PoABI's involvement focuses on infrastructure development, logistics, and enhancing Duqm's role as an industrial and petrochemical hub. The Port is crucial for Oman's long-term economic diversification, and its free zone is intended to attract global businesses.
- **Port of Açú, Brazil:** the PoABI has made significant investments in Porto do Açú, one of the largest port complexes in Latin America. Located in the state of Rio de Janeiro, Port of Açú is pivotal for Brazil's oil and gas exports and other industrial sectors like mining and steel. The PoABI's role in the development of this port includes port management consultancy, optimization of logistics, and infrastructure improvements. This partnership enhances Port of Açú's role as a gateway for Brazil's exports and has attracted multinational corporations.
- **San Pedro Manutention, Ivory Coast:** the Port of San Pedro is the second-largest port in Ivory Coast, primarily handling cocoa and timber exports. The PoABI's partnership involves modernizing port operations, improving logistical efficiency, and optimizing terminal management. San Pedro is crucial for regional trade in West Africa, and the PoABI's expertise has been instrumental in boosting its operational capacity, contributing to the economic development of Cote d'Ivoire and neighboring countries.
- **Port of Lumut, Malaysia:** the PoABI partnered with the Perak State Development Corporation (PKNP) in Malaysia to develop the Port of Lumut into a major maritime hub. This is the PoABI's first large-scale project in Southeast Asia. The Port is strategically located along the busy shipping lanes between the Strait of Malacca and the South China Sea. A €1.9 million grant from the European Commission supports feasibility studies and master planning for the Port. The aim is to establish Lumut as a key logistics hub for industrial growth in the region and as a gateway for European trade with Southeast Asia.

ANNEX C  
MOU with PoAB



**MEMORANDUM OF UNDERSTANDING ("MOU")  
TO ENHANCE MUTUAL COOPERATION  
ON RENEWABLE ENERGY AND MARKET OPPORTUNITIES**

- BETWEEN:** **Government of Newfoundland and Labrador**, as represented by the Minister of Industry, Energy and Technology, with registered address at 50 Elizabeth Avenue, P.O. Box 8700, St. John's, NL Canada A1B 4J6 ("**Newfoundland and Labrador**")
- AND:** **Port of Antwerp-Bruges (PoAB), LLC of Public Law incorporated under Belgian law**, a Port Authority, with registered office at the 'Port House', Zaha Hadidplein 1, 2030 Antwerp, Belgium, registered in the Belgian trade companies register under the number 0248.399.380 ("**Port of Antwerp-Bruges**"), and
- Port of Antwerp-Bruges International (PoABI), LLC incorporated under Belgian law**, a full consultancy daughter of the above Port Authority, with registered office at the same address, registered in the Belgian trade companies register under the number 0466.583.658 ("**Port of Antwerp-Bruges International**")

Newfoundland and Labrador, Port of Antwerp-Bruges and Port of Antwerp-Bruges International are hereinafter referred to collectively as "**the Participants**".

**WHEREAS:**

- A.** Newfoundland and Labrador has an abundance of developed and undeveloped renewable energy resources as well as experience and expertise in its technology and energy sectors, allowing it not only to reduce provincial greenhouse gas emissions and reach its net-zero commitments, but also to export green energy to international markets;
- B.** Renewable energy companies from Canada and abroad have recognized the competitive advantages Newfoundland and Labrador has in meeting the need for green energy, and international companies have expressed interest in securing access to the province's renewable energy resources to produce green hydrogen and ammonia for export to Europe;
- C.** Newfoundland and Labrador has committed through its Hydrogen Development Action Plan to enhance the province's ability to determine hydrogen opportunities that provide the best long-term benefit for its residents (e.g. increased jobs, gross domestic product, and tax revenue to support government programs and services);

- A. Belgium adopted a Hydrogen Strategy in 2021, positioning Belgium as a hub for import and transit of renewable and green molecules. Moreover, Belgium is already an energy hub in the center of Europe with the Port of Antwerp-Bruges as a crucial player with extensive storage capacity and multimodal (rail, barge, truck, pipeline) connectivity to the European hinterland;
- B. The Port of Antwerp-Bruges is home to the largest European Chemical Cluster and one of Europe's largest bunker-ports, both industries in full transition aiming to reach climate neutrality by 2050, guaranteeing already sufficient future off-take in the Port itself;
- C. The Port of Antwerp-Bruges International, a full daughter of Port of Antwerp-Bruges, helps overseas ports and terminals to strengthen their local and international position through consultancy, management solutions, investment projects and training;
- D. The Participants, in addition to their matching strategic goals for climate protection and innovation, have already established a common understanding through previous in-person contact, and wish to explore further possibilities and opportunities to enhance mutual cooperation on renewable energy and market opportunities.

**NOW THEREFORE**, Newfoundland and Labrador, the Port of Antwerp-Bruges and Port of Antwerp-Bruges International have reached the following understanding:

1. Through this Memorandum of Understanding, the Participants wish to explore further possibilities and opportunities to enhance mutual cooperation in bridging the future Newfoundland and Labrador supply and European demand of renewable and green molecules.
2. The Participants agree to work together on advancing a green energy initiative to tackle the challenges of the energy transition, taking into account the evolving regulatory frameworks in Canada and Europe and the need to meet ambitious climate targets. This initiative could include import-export cooperation for renewable and green molecules, sharing of experience and best practices on both export and import port platform building and establishing a green shipping corridor between Newfoundland and Labrador and the Port of Antwerp-Bruges.
3. In addition, the Participants will consider the following, amongst other measures:
  - Exchanges of information regarding joint market opportunities and trade;
  - Encouragement of exchanges between companies from the Participants' regions;
  - Encouragement of events and the networking of stakeholders to prepare opportunities for mutual cooperation or investments in the Participants' regions; and
  - Joint communication and dissemination to the public to improve perceptions of the benefits of hydrogen technology and of the Participants' regions in particular.
4. This Memorandum of Understanding only sets forth the general intentions of the Participants and does not entail any legal binding rights or obligations. It is only intended to set out the principles of Participants' mutual understanding, and any legal binding rights or obligations remain to be defined in potential further formal agreements.
5. The discussions and cooperation under this MOU will be realized in accordance with the laws, regulations, and policies of each jurisdiction. This MOU shall not in any way limit the ability of either of the Participants to independently determine and pursue its own objectives or priorities.

#### **COSTS**

6. Each Participant will be responsible for its own costs and expenditures with regard to its participation and involvement in this MOU. Neither Participant will be liable for any type of financial compensation, expenses, damages or contribution, whatsoever to the other Participant in relation to or arising out of this MOU. Neither Participant has any authority to represent the other Participant, or to incur any obligations, costs or expenses on behalf of the other Participant.

**DURATION AND EFFECT**

1. This MOU will come into effect on the date it is signed by the Participants (the "Effective Date") and will remain in effect for a period of five years from the Effective Date. The MOU may thereafter be extended by mutual written agreement for periods to be determined between the Participants.
2. This MOU may be amended at any time through written agreement signed by the Participants.
3. Either of the Participants may terminate its involvement in this MOU by providing the other with written notice, forwarded to the address of the Participant as outlined on the first page of this MOU. The MOU will expire ninety (90) days after such written notice of termination has been received.
4. This MOU is not intended to and shall not be deemed to be legally binding and is not meant to constitute an international treaty or to create any rights or obligations under international law. In addition, nothing in this MOU shall be construed as creating any obligation on the part of either Participant to enter into a business relationship or any further agreement with the other Participant, or as creating any partnership or any other legal entity between the Participants. This MOU will also not prevent or bar the Participants from pursuing similar bilateral opportunities with other jurisdictions or parties in Europe, North America, or elsewhere.
5. Further, the MOU is not meant to commit either Participant to provide financial resources or permit any claim to such provision. Nor is it intended to serve as a basis for the transfer of financial resources.
6. The Participants will amicably resolve any differences that may arise from the application or interpretation of this MOU through mutual consultations.

**SIGNING**

Signed in the English language on the dates set out below in two original copies, each Participant acknowledging receipt of one.

**NEWFOUNDLAND AND LABRADOR**


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The Honourable Andrew Parsons, K.C., E.C.N.L.  
 Minister of Industry, Energy and Technology  
 Date: September 26, 2024

**PORT OF ANTWERP-BRUGES (POAB), LLC OF PUBLIC LAW**


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Mr. Tom Hautekiet  
 Title: Chief Business Development & Transition Officer  
 Date: September 26, 2024

**PORT OF ANTWERP-BRUGES INTERNATIONAL (POABI), LLC**


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Mr. Tom Hautekiet  
 Title: Member of the Board  
 Date: September 26, 2024

**Backgrounder**  
**Department of Industry, Energy and Technology**

**Title:** Port of Rotterdam

**Background and Current Status:**

- The Port of Rotterdam (PoR), Europe's largest seaport, handles 13 per cent of European energy demand over 12,500 hectares. It processes 436 million tonnes of cargo annually through 28,000 seagoing and 91,000 inland vessels, contributing €29.6 billion to the Dutch economy and supporting 192,000 direct and indirect jobs.
- According to PoR website it is estimated that the amount of hydrogen passing through Rotterdam in 2050 could rise to 20 million tonnes. Besides for local consumption in Rotterdam and the Netherlands, the majority is intended for use in neighbouring countries, particularly Germany.
- To facilitate imports, various parties in Rotterdam are looking at the development of import terminals. Currently, several types of hydrogen carriers can be handled in Rotterdam. It is expected that the terminal capacity for (green) hydrogen will be increased in the coming years.
- In the first half of 2025, cargo throughput declined by 4.1 per cent, with drops in dry and liquid bulk, while container traffic rose slightly. The Port is advancing sustainability through projects like Porthos Carbon Capture and Storage (CCS), shore power for cruise ships, and the Portlantis experience center:
  - **Porthos CCS:** This initiative is underway, with the onshore pipeline now complete and construction of the offshore infrastructure in progress. Operations for CO<sub>2</sub> storage in the North Sea are expected to begin by 2026.
  - **Shore Power For Cruise Ships:** On March 31, 2025, Cruise Port Shore Power's shore-power system at Holland Amerikakade began operations, ahead of 2030 European regulations. This sustainability project provides electricity for docked ships, enabling them to shut off diesel power, and aims for 75 per cent of cruise ships in Rotterdam to connect within its first year.
  - **Portlantis:** Opened March 22, 2025 Portlantis an interactive experience center in the PoR showcasing its operations, sustainability efforts, and future potential.
- On May 9, 2023, during the World Hydrogen Summit in Rotterdam, the Government of Newfoundland and Labrador signed a Memorandum of Understanding with the PoR. This partnership encourages the establishment of hydrogen supply chains to support Newfoundland and Labrador's export of green hydrogen to the Netherlands, and onward to other parts of Europe.
- On May 7, 2025, the PoR announced that its hydrogen system is under construction, backed by twelve related projects. This system combines hydrogen production and industrial use at the port while enabling hydrogen import and transit to Northwest Europe. For more information, a complete project list with hyperlinks for each, is included in **Annex A**.

**Prepared/Approved by:** W. Skinner/B. Norman/K. Day/S. Wilkins

July 29, 2025

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**Annex A**  
**List of Projects**

- Holland Hydrogen 1, under construction
- Announcement second green hydrogen plant, ELYgator
- Production and storage facility for, sustainable aviation fuel
- Successful bunkering ammonia
- Porthos: CO<sub>2</sub> transport and storage under the North Sea
- Offshore wind park Zeevonk II
- Brazilian green hydrogen for Germany via Rotterdam
- Fertiglobe: first delivery of green ammonia for EU via Rotterdam
- CO<sub>2</sub>next: temporary storage and transshipment of CO<sub>2</sub>
- Ammonia terminal and cracker VTTI
- Construction hydrogen network
- Delta Rhine Corridor

**Information Note**  
**Department of Industry, Energy and Technology**

**Title: Background Information on Hydrogen**

**Issue:** To provide general hydrogen information.

**Background and Current Status:**

- Hydrogen is the most abundant element on Earth but normally exists only as part of other compounds. At room temperature, it is an invisible, odorless, tasteless, and non-toxic gas.
- Hydrogen is also an energy carrier that can transport energy created at one location to another location for use. Hydrogen does not produce carbon dioxide (CO<sub>2</sub>) when burned. Instead, it reacts with the oxygen (O<sub>2</sub>) in the air to create water (H<sub>2</sub>O).
- The International Energy Agency (IEA) utilizes a system of colours to categorize hydrogen production methods based on their environmental impact, with Grey, Blue, and Green Hydrogen illustrating common production types: Grey hydrogen generates high CO<sub>2</sub> emissions from natural gas; Blue hydrogen incorporates carbon capture to reduce emissions; Green hydrogen is created through renewable-powered electrolysis, producing zero emissions and being the most eco-friendly option.
- According to the IEA, today green hydrogen accounts for less than 0.1 per cent of hydrogen produced. Hydrogen is used widely as an industrial feedstock, including in oil refining, ammonia (NH<sub>3</sub>) and fertilizer production, methanol production, and iron and steel production. Emerging applications may include transportation (particularly heavy on-road transport and marine vessels), power generation (including blending in natural gas networks), and heating.

**Analysis:**

- Hydrogen has gained significant interest globally as a potential means to decarbonize hard-to-abate sectors. This includes both replacing current grey hydrogen use in existing industrial uses with blue or green hydrogen, and by identifying new uses for hydrogen in applications that are traditionally powered by fossil fuels.
- According to the IEA, in 2023 (latest data available), the average levelized costs of hydrogen production globally are approximately USD 0.8-5.7/kg H<sub>2</sub> for grey hydrogen, USD 1.25-6.80/kg H<sub>2</sub> for blue hydrogen, and USD 2.6-12.00/kg H<sub>2</sub> for green hydrogen.
- A number of challenges are preventing large-scale adoption of green or blue hydrogen:
  - The IEA and the Hydrogen Strategy for Canada note that hydrogen is suited to hard-to-abate applications.
  - According to the Hydrogen Strategy for Canada (2020), hydrogen has low energy by volume relative to other fuels, making it challenging to store and distribute. Robust transportation networks (such as pipelines) often have not been established, and technological barriers exist to transport liquid hydrogen at scale. In the near-term, distribution via chemical carrier (e.g., ammonia), is anticipated to be the preferred pathway for transcontinental trade (see Annex A for further details).
- Hydrogen regulatory frameworks and certification systems are in development worldwide. The International Renewable Energy Agency (IRENA) notes (2023) that no existing certification is suitable for cross-border trade, and that the lack of a standardized certification system will

impede trade growth. Three certifications are working towards international recognition: the Green Hydrogen Standard, CertifHy, and the Zero Carbon Certification Scheme.

- As of October 2024, the IEA identified 60 governments with released hydrogen strategies (up from 41 in 2023). Depending on the jurisdiction, strategies focus primarily on importing hydrogen for domestic decarbonization, or on producing to meet local needs and for export. Many jurisdictions have announced hydrogen strategies with targets, including ways to enable: long-term signals to investors; transparent regulatory frameworks; financial support; and projects reaching final investment decision.
- The IEA has highlighted that measures to generate demand for hydrogen are insufficient. Government targets for low-emission hydrogen production account for 43 million metric tonnes (Mt) annually, but targets for demand creation account for only 1.1 Mt (revised downward by 3 Mt since 2023). The IEA anticipates that achieving a global net-zero carbon emissions by 2050 pathway would necessitate more than 150 Mt of hydrogen use by 2030.
- NL has several strategic advantages that can support green hydrogen production, including:
  - abundant wind, land, and water resources;
  - strategic location as the closest North American jurisdiction to Europe;
  - deep-sea ice-free ports adjacent to major shipping lanes;
  - workforce skilled in large-scale construction and energy projects in challenging and offshore environments; and,
  - Environmental, Social and Governance advantages (under Canada).
- To support NL as an attractive investment destination for green hydrogen, Government has undertaken a number of activities and initiatives, including (see Annex B for further details):
  - launching a Crown Lands Call for Bids for Wind Energy Projects and issuing Wind Application Recommendation Letters to four successful companies in August 2023;
  - establishing a Wind Energy Contingency Land Reserve (April 2024) and a Wind Hydrogen Hub Land Reserve (July 2024) to enable two more companies to apply for Crown land to further advance their proposed wind-hydrogen projects;
  - signing a Joint Declaration of Intent with the City of Hamburg, Germany in September 2022 to encourage the establishment of hydrogen supply chains;
  - signing a Memorandum of Understanding (MOU) with the Port of Rotterdam in the Netherlands in May 2023 to cooperate and explore green hydrogen opportunities;
  - signing an MOU with the Port of Antwerp-Bruges in Belgium to further advance a green shipping corridor to connect NL's renewable energy supply with European demand;
  - releasing a Hydrogen Development Action Plan in May 2024, to further enable the development of a green hydrogen and ammonia production industry in NL;
  - signing a Memorandum of Understanding (MOU) with the Port of Amsterdam in the Netherlands in May 2025 to cooperate and explore green hydrogen opportunities; and,
  - developing renewable energy legislation in 2024-25, for debate in the House of assembly.

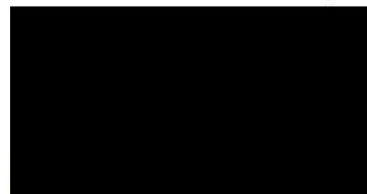
**Action Being Taken:**

- For information purposes only.

**Prepared/Approved by:** W. Skinner/J. Collins / M. Hunter / B. Norman/K. Day/S. Wilkins

**Ministerial Approval:**

July 28, 2025



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**Annex A**  
**Comparison of Hydrogen Conversion Methods**

		<b>Compressed Gas</b>	<b>Liquid Hydrogen</b>	<b>Ammonia</b>
<b>Process and technology maturity</b>	Conversion	High	Small scale: high Large scale: low	High
	Tank storage	High	High	High
	Reconversion	High	High	Medium
<b>Hazards</b>		Potential for leakage High pressure gas on public routes	Flammable No smell or flame visibility	Flammable Acute toxicity Precursor to air pollution Corrosive
Conversion and reconversion energy required (percentage of hydrogen lost)		N/A	Current: 15-35% Potential: 18%	Conversion: 718% Reconversion:
Technology improvements/scale-up needs		Compressor cost, reliability and efficiency management	Production plan efficiency Boil-off management	Integration with flexible electrolyzers Improved conversion efficiency Hydrogen purification

Source: Hatch, "Lifecycle of Green Hydrogen Production," for Government of Newfoundland and Labrador ET (April 26, 2022), p. 67.

## Annex B

## Summary of the Provincial Government's Wind-Hydrogen Activities

- On April 5, 2022, the Provincial Government lifted the 15-year moratorium on onshore wind farms, creating an opportunity for industrial customers to generate wind energy for their own consumption and wind generation export.
- On April 5, 2022, the Province and the Government of Canada jointly announced the intention to expand the mandate of the Canada-Newfoundland and Labrador Offshore Petroleum Board (C-NLOPB) to include the regulation of offshore renewables.
- As of March 2025, both federal and provincial legislation to amend the Atlantic Accord Acts to enable this expanded mandate had been passed by the House of Commons and the House of Assembly, and had received Royal Assent. IET continues to work with federal counterparts and the C-NLOPB on a jointly-managed regulatory framework for offshore renewable energy.
- On July 26, 2022, IET launched a call for submission of Nominations of Areas of Interest for wind energy projects in the province, open for any available Crown lands. The department received 31 land nomination submissions.
- On September 27, 2022, the Province signed a Joint Declaration of Intent with the Free and Hanseatic City of Hamburg on cooperation in the field of green hydrogen and hydrogen technologies.
- In Fall 2022, IET released the Renewable Energy Resources Data Hub, providing information to industry and the public on developed and undeveloped renewable energy resources and supporting infrastructure in the province.
- On December 14, 2022, IET launched the Crown Lands Call for Bids for Wind Energy Projects. IET received 24 bids from 19 companies, all of which went through a first initial review. On July 6, 2023, IET announced that nine bids from nine companies advanced to a more in-depth second stage.
- On February 23, 2023, IET released the Wind-Hydrogen Fiscal Framework, to Provide a predictable and transparent fiscal system to inform investment decisions and resource development for wind-hydrogen projects.
- On March 23, 2023, Newfoundland and Labrador and the Government of Canada launched the Regional Assessment of Offshore Wind Development in Newfoundland and Labrador. The assessment was conducted by an arms-length committee which engaged Indigenous groups, federal and provincial authorities, non-government organizations and the public. The Regional Assessment will help inform future project-specific federal impact assessments and decisions for offshore wind projects in these areas. The committee issued its final report to federal and provincial Ministers on January 23, 2025.
- On May 9, 2023, the Province signed MOU with the Port of Rotterdam in the Netherlands to cooperate and explore opportunities around green hydrogen and hydrogen technologies.
- On August 30, 2023, IET announced four successful proponents in the Crown Lands Call for Bids for Wind-Hydrogen projects:
  - Toqlukuti'k Wind and Hydrogen (TQK) (formerly known as ABO Wind);
  - Evenwind NL Company;
  - Exploits Valley Renewable Energy Corporation (EVREC); and,
  - World Energy GH2 (WEGH2).
- In October 2023, Government hosted a delegation from the City of Hamburg representing hydrogen companies and service providers in the energy industry.

- On December 6, 2023, the Province signed a MOU with the Government of Canada on offshore wind development which establishes a framework for Government to administer land tenure and life-cycle regulation in areas in provincial bays that will not be jointly regulated under the **Accord Acts**.
- On March 20, 2024, the Government of Canada released the Newfoundland and Labrador Regional Energy and Resource Table — Framework for Collaboration on the Path to Net-Zero was released on March 20, 2024. The Framework includes a Wind and Hydrogen stream with collaborative actions for the Province and the federal government to undertake to develop the provincial wind-hydrogen industry.
- On May 14, 2024, IET launched its Hydrogen Development Action Plan to provide a focused policy approach to hydrogen development in the province to guide involvement in initiatives that are imminent or currently underway, with action items categorized into four pillars:
  - Export and Domestic Markets;
  - Partnership, Innovation and Industry Support;
  - raining and Jobs; and,
  - Regulatory Framework.
- On April 1, 2024, IET established a 2,500-hectare Wind Energy Contingency Land Reserve for Argentia Renewables LP (Pattern). Pattern is pursuing a wind-hydrogen project on private Port of Argentia land. The contingent reserve is intended to accommodate any potential infrastructure movement into adjacent Crown lands if required by the Environmental Assessment process or project development.
- On July 23, 2024, IET established a 10,316-hectare Wind Hydrogen Hub Land Reserve for North Atlantic Refining Limited (NARL).
- On September 27, 2024, an MOU was signed between the Provincial Government and the Port of Antwerp-Bruges to enhance cooperation in establishing a green shipping corridor for Canadian renewable energy to meet European demand. During the signing, Brussels-based consultancy Hincio announced that EVREC and WEGH2 received CertifHy precertification, indicating that their hydrogen fuel is nearly ready for full commercial certification for export to Belgium, a vital step towards export of hydrogen to European.
- On February 13, 2025, the Provincial Government, the Government of Nova Scotia, and the Government of Canada jointly announced they were all joining the Global Offshore Wind Alliance (GOWA), which aims to mobilize international economies and agreements to accelerate offshore wind uptake.
- On April 14, 2025, the **Renewable Energy Act** was introduced for first reading in the House of Assembly, [REDACTED] **29(1)(a)**
- In May 2025, NL signed an MOU with the Port of Amsterdam (PoA), Netherlands in advance of the World Hydrogen Summit and Exhibition in Rotterdam. PoA is focused specifically on liquid organic hydrogen carrier (LOHC) imports versus ammonia. The agreement supports Newfoundland and Labrador's goals for green hydrogen export development through information sharing, project opportunities, and global supply chain development. It aligns with a similar partnership formed between the Port of Rotterdam and North Atlantic Refining Limited.

Department of Industry, Energy and Technology

**Title:** Belgium

**Issue:** To provide an overview of Belgium's renewable energy resources and policies.

**Background and Current Status:**

- Belgium is in Northwestern Europe and is bordered by France, Germany, Luxembourg, and the Netherlands. In 2024, Belgium had a population of approximately 11.8 million. Belgium has a land area of 30,667 km<sup>2</sup>, and one of the highest population densities in the European Union at 386/km<sup>2</sup>. Belgium has approximately 65 km of coastline and an offshore Exclusive Economic Zone (EEZ) of 3,454 km<sup>2</sup>.
- As a member of the European Union (EU), Belgium has committed to reduce greenhouse gas (GHG) emissions by 47 per cent by 2030 to support the EU-wide goals of reducing emissions by 55 per cent by 2030 and reaching net zero emissions by 2050.
- Belgium's National Energy and Climate Plan (2021-2030) (NECP) aims to reduce GHG emissions not covered by the EU Emissions Trading System by 35 per cent, and to reach 17.5 per cent (raised to 21.6 per cent in a 2023 update) of final energy consumption from renewable sources by 2030. Belgium's three regions (Flanders, Wallonia, and Brussels-Capital Region) have also set individual energy and climate targets. Additionally, Belgium is aligned with the EU's provisional target of at least 42.5% reduction by member states by 2030.
- Belgium's 2023 electricity mix was comprised of nuclear (39.9 per cent), natural gas (21.4 per cent), wind (19 per cent), solar (8.8 per cent), biofuels (3.3 per cent), and coal (2.2 per cent).
- As of February 2023, Belgium has nine operational offshore wind farms and is the fourth largest offshore wind energy producer globally (behind the United Kingdom, Germany, and China). In 2022, Belgium had approximately 2.9 gigawatts (GW) of installed onshore wind capacity and approximately 2.3 GW of installed offshore wind capacity.
- In 2021 the Belgian government released its national hydrogen strategy. The plan is built on the following four pillars: import and transit hub; technology leadership; market development; and cooperation facilitation. It calls for all hydrogen in the national energy mix to be of renewable origin by 2050 and seeks to position Belgium as a hydrogen import and transit hub for Europe. It includes a key role for the Port of Antwerp-Bruges, the second-largest seaport in Europe (after the Port of Rotterdam).
- Belgium has set an import target of 20 terawatt hours (TWh) of renewable hydrogen and derivatives in 2030 and between 200 and 350 TWh by 2050. Belgium aims to have a hydrogen transport network interconnected with at least Germany, France, and the Netherlands by 2028 to support its positioning as a renewable energy import hub for Europe.
- In 2025, the hydrogen councils of Belgium, Germany and the Dutch hydrogen association presented their priorities for the Clean Industrial Deal (CID), calling for a harmonized regulatory framework to support cross-border development of hydrogen technologies and efficient infrastructure. Belgium has also recently signed Memoranda of Understanding (MoUs) with Oman and Namibia on cooperation in green hydrogen.
- In 2024, the Port of Antwerp Bruges released HyBex, (Hydrogen Business Exchange), a project aimed at developing a hydrogen market in Belgium by creating a platform for trading hydrogen as a commodity and establishing a commercial balancing model. It also focuses on hydrogen certification and aims to position Belgium as a key hydrogen hub in Europe. The project is being supported by physical pipeline infrastructure that is being built in phases by Belgian gas transmission system operator Fluxys.
- In 2025, Hydrogen Central reported that the construction of Belgium's first green hydrogen plant (Hyoffwind) was announced in Zeebrugge. It is a collaboration between Messer and Virya Energy and should be operational in 2026. Also, TotalEnergies in partnership with Air Liquide plan to build a 250 MW electrolyser, to be completed by 2029 with a capacity to produce

30,000 tonnes of green hydrogen per year.<sup>229</sup> The project will receive 600 million euros in government support.

**Analysis:**

- Belgium is positioning itself as a European hydrogen gateway, while Newfoundland and Labrador is emerging as a major producer of wind-powered green hydrogen. Their collaboration supports both regions' climate goals and energy security strategies.
- A 2023 update to Belgium's NECP states that due to "high demographic and geographical constraints," national contributions to the EU's renewable energy targets will be "extremely difficult to reach on Belgian territory," but that the country's location allows for the import for renewable electricity from the North Sea.

[REDACTED]

29(1)(a)

- Exploits Valley Renewable Energy Corporation (EVREC) has an MOU with the Port of Antwerp-Bruges, [REDACTED]
- In February 2023, CTV News reported that Belgium had identified NS as a potential major export partner for a green energy hub in Europe, citing a strong trading relationship with Canada, growing demand for green hydrogen in Europe, and Belgium's expertise in offshore wind energy development. [REDACTED]

29(1)(a),  
35(1)(d)

[REDACTED]

29(1)(a)

- In September 2024, GNL hosted a business delegation led by H.E. Patrick Van Gheel, the Ambassador of Belgium to Canada, to showcase Newfoundland and Labrador's strategic advantages in the development of wind energy and the production of green hydrogen. The visit also provided valuable opportunities for Belgian companies to make direct connections with the province's wind and hydrogen stakeholders.
- During the visit, Tom Hautekiet, Chief Business Development and Transition Officer with the Port of Antwerp-Bruges and President of the Belgian Hydrogen Council, and Minister Parsons signed an MOU between GNL and the Port of Antwerp-Bruges. The agreement aims to enhance cooperation and assist in establishing a green shipping corridor to connect our renewable energy supply with European demand.
- Also, during the visit, Brussels-based consultancy firm Hinicio, announced two NL hydrogen project developers, Exploits Valley Renewable Energy Corporation and World Energy GH2 received pre-certification of their products through Hinicio's CertifHy system. These were the first CertifHy designations issued in North America and are a vital step in guaranteeing that these provincial products will meet European Union import rules for green hydrogen.

**Action Being Taken:**

- For information purposes only.

**Prepared/Approved by:** H. Kirby/W. Skinner/B. Norman/ K. Day/S. Wilkins

**Ministerial Approval:**

July 29, 2025

[REDACTED]

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**Information Note**  
**Department of Industry, Energy and Technology**

**Title:** France

**Issue:** To provide an overview of hydrogen opportunities in France.

**Background and Current Status:**

- France is located primarily in Western Europe. Metropolitan France (mainland France and Corsica) borders Belgium, Luxembourg, Germany, Switzerland, Italy, Monaco, Spain, and Andorra. France also includes 13 overseas territories located outside of Europe, including Saint-Pierre and Miquelon. France is divided into 18 regions, of which 13 are located in Metropolitan France. The regions are further divided in 101 departments.
- In 2024 population of France was approximately 68.4 million people. With a land area of 638,475 km<sup>2</sup>, the population density is 107.1/km<sup>2</sup>. See Annex A for comparison table between France and Newfoundland and Labrador.
- France has a coastline of 4,853 km. Due to its large number of overseas territories, France has the second largest exclusive economic zone (EEZ) in the world following the United States, estimated at about 10.2 million km<sup>2</sup> globally.
- France is a semi-presidential republic with a bicameral legislature. It is a member of the European Union, the G7, and the Organization for Economic Co-operation and Development (OECD). A number of international and multilateral organizations are headquartered in France, including the International Energy Agency (IEA) and the United Nations Educational, Scientific and Cultural Organization (UNESCO).
- In 2024 France exported approximately 67B\$ worth of goods to its primary trading partners. Primary exports were air/spacecraft, motor vehicles, pharmaceutical preparations and basic chemicals etc., and its primary export markets were Germany, United States, Belgium, and Italy.
- Exports to Canada in the first half of 2025, were valued at \$4.1B and consisted primarily of machinery and mechanical appliances; pharmaceuticals; and beverages.
- The IEA reports that France has the second largest nuclear reactor fleet in the world, following the United States, with legislated net zero targets by 2050 and a 55% reduction in greenhouse gas emissions by 2030 per its 2019 Energy and Climate Act.
- In 2023, France's electricity mix was comprised primarily of nuclear (40.3%), followed by oil (29.4%), natural gas (13.4%), biofuels and waste (8.7%), wind/solar (3.2%), coal (2.7%) and, hydro (2.2%).
- In April 2025, France revised their 2020 National Hydrogen Strategy, with updated production targets of 4.5 GW by 2030 and 8 GW by 2035. The government also reaffirmed its support of €9 billion funding announced in 2020, to be committed by 2030.
- The update notes that the new targets set a realistic course, backed by concrete means, namely: the production component of the EU's Important Projects of Common European Interest on hydrogen; the creation of favorable conditions for long-term electricity agreements;

and extension beyond 2030 for indirect carbon cost compensation for energy-intensive industries.

- The associated press indicates that the revised Strategy reaffirms France's ambition to become a producer of renewable and low carbon hydrogen via electrolysis, capitalizing on the country's strengths in nuclear and renewable electricity production.
- In October 2024, France's first floating offshore wind farm started delivering power to the national electricity grid. The Provence Grand Large is a pilot project with three Siemens Gamesa 8 MW wind turbines installed 17 kilometres off the coast of Port-Saint-Louis-du-Rhône.
- Following a recent call for tenders for the construction of an onshore wind power generation facility, 51 projects were selected, representing a cumulative capacity of 930.05 MW and a weighted average price of €87.61/MWh.

#### Analysis:

- Despite the newly revised National Hydrogen Strategy, there remains concern regarding the prioritization of nuclear power generation when compared to other renewable sources, with critics citing slow rollout and not ambitious enough targets. [REDACTED] 29(1)(a)
- Current projections suggest, that unless it accelerates deployment, France might only have 3 GW of operational offshore wind by 2032, leaving it off track to achieve the government's target of 18 GW by 2035. This means the technology would play a limited role in replacing nuclear reactors due to be decommissioned.
- In May 2025, one of NL's six wind-hydrogen project proponents, North Atlantic Refining Ltd. (NARL), entered exclusive negotiations with ExxonMobil France Holding SAS to acquire an 82.89% controlling interest in Esso Société Anonyme Française SA and 100% of ExxonMobil Chemical France SAS. NARL aims to develop this site into a green energy hub, leveraging its infrastructure to accelerate the deployment of low-carbon fuels and renewable power. The refinery is located in Port- Jérôme, France.
- Also located in Port-Jérôme is the Air Liquide Normand'Hy project, which involves the installation of a 200 MW electrolyzer for the large-scale production of renewable hydrogen. This strategic investment will additionally support the development of a low-carbon hydrogen ecosystem in the Normandy industrial basin. IET met with Air Liquide in France in June 2025 and there is considerable interest from both sides in continuing to build this relationship.
- Both the Air Liquide relationship and NARL's plans for the France refinery facility to develop an energy hub for distribution and export, [REDACTED] 29(1)(a)

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**Ministerial Approval:** [REDACTED] 40(1)

July 28, 2025

**Annex A**  
**France/NL Comparison**

	<b>France</b>	<b>NL</b>
Population	68,401,997 (2024)	545,579 (2025)
Land area	638,475 km <sup>2</sup>	405,720 km <sup>2</sup>
Population density	107.1/km <sup>2</sup>	1.34/km <sup>2</sup>
Marine coastline	4,853 km	29,000 km
Offshore exclusive economic zone	10.2 million km <sup>2</sup>	Approx. 1,000,000 km <sup>2</sup>
Permits nuclear power generation	Yes	No
Offshore wind - installed capacity	25 MW (2025)	0
Onshore wind - installed capacity	22.9GW (2024)	54 MW
Renewable Electricity Mix	16.25%	Over 90%
Net Zero Commitment	Yes	Yes

**Information Note**  
**Department of Industry, Energy and Technology**

**Title:** Hydrogen Europe and European Hydrogen Week

**Background and Current Status:**

- Hydrogen Europe (H.E.) is a member of the Clean Hydrogen Partnership (CHP), a public-private partnership legally known as the Clean Hydrogen Joint Undertaking. This partnership supports research and innovation in hydrogen technologies across Europe and is composed of three key members:
  - European Commission – acting on behalf of the public sector.
  - Hydrogen Europe – representing the hydrogen industry.
  - Hydrogen Europe Research<sup>1</sup> – representing the research community
  
- The H.E organization consists of more than 600 members, including companies, national hydrogen associations, and regions within the European Union (EU). It represents the interests of the hydrogen sector stakeholders, supporting hydrogen to create a zero-emission society. It is governed by a Board of Directors consisting of fifteen members. The complete list can be found in **Annex A**.
  
- As per its website, H.E's mission is to:
  - Promote clean hydrogen as a plentiful, cost-effective energy source for Europe's net-zero economy transition.
  - Unite diverse stakeholders, including large and small enterprises, hydrogen associations, non-governmental organizations, regional authorities, and relevant organizations to promote clean hydrogen and fuel cell technologies.
  - Promote policies that enhance market penetration of European hydrogen technologies both domestically and internationally.
  - Promote and coordinate research, development and innovation of reliable clean hydrogen technologies.
  - Be the voice of the European hydrogen sector through the joint efforts of its members at European level.
  - Be the driving force for the future direction of the hydrogen sector, creating sustainable jobs and growth.
  
- H.E provides industry expertise and strategic direction for the CHP partnership, which is supported by €1 billion EU funding (2021-2027) and potential private investment. This funding helps projects throughout the hydrogen value chain, encompassing production, storage, and transport.
  
- H.E co-signed the Joint Declaration on Hydrogen Valleys on March 1, 2023, with the European Commission, Hydrogen Europe Research, and the S3 European Hydrogen Valleys Partnership<sup>2</sup>.

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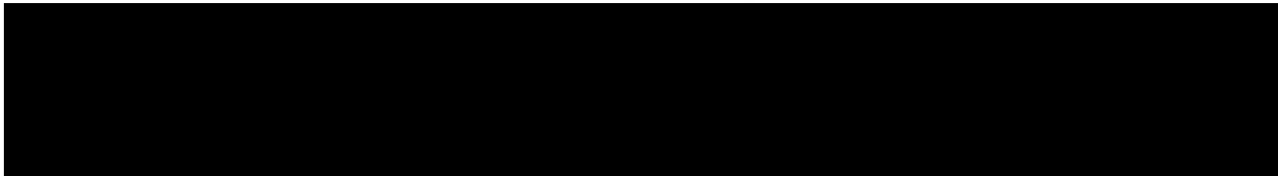
<sup>1</sup> Hydrogen Europe Research is an international non-profit association comprising over 150 universities and research & technology organizations (RTOs) from 29+ countries 1. It represents the scientific and academic community within the Clean Hydrogen Partnership.

<sup>2</sup> [Inforegio - Hydrogen Valleys S3 Partnership](#)

- H.E.'s CEO is Jorgo Chatzimarkakis. Mr. Chatzimarkakis was a member of European Parliament from 2004-2016. See **Annex B** for full biography.

**Analysis:**

- European Hydrogen Week, a leading EU hydrogen event, is co-organized by Hydrogen Europe, the European Commission, and the Clean Hydrogen Partnership and is an annual event focused on the development and application of hydrogen technologies.
- The event typically features a high-level policy conference, an innovation forum, and an exhibition showcasing the latest advancements in the field. Hydrogen Europe plays a key role in this event, representing the European hydrogen industry and advocating for its growth.
- Based on participant feedback, this year, the European Hydrogen Week is evolving to a bi-annual format, alternating between a Conference Edition in even years and an Exhibition Edition in odd years.
- The 2025 event, taking place in Brussels from September 29 – October 3, 2025 will be the Conference Edition, focusing on high-level discussions, expanded content, and enhanced networking. The 2026 event, taking place in Brussels from October 26-30, 2026 will be the Exhibition Edition, featuring a greater focus on practical solutions, scalable projects, and cross-sector collaboration.



29(1)(a), 35(1)(d)

- The Executive Director of Renewable Energy, IET, has been approached to speak at the 2025 European Hydrogen Week (co-organized by H.E) in Brussels. This conference will encompass EU policy discussions, hydrogen innovation workshops, and networking opportunities for stakeholders. For the tentative agenda, see **Annex C**.

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**Ministerial Approval:**

July 29, 2025

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**Annex A**  
**List of Board Members**

<b>Name</b>	<b>Position</b>	<b>Company</b>	<b>Mandate until</b>
Sopna Sury	Chair	RWE Generation SE	June, 2028
Sebastian Boden	Treasury	Air Liquide	June, 2027
AIVARS STARIKOVŠ	Member	Latvia	June, 2027
Dennis Schulz	Member	ITM Power	June, 2028
BEATE GROTA	Member	Robert Bosch	June, 2027
DANICA MALJKOVIĆ	Member	Indeloop	June, 2027
Javier Navarro Espada	Member	Aragon	June, 2028
Laurent Carne	Member	OPmobility	June, 2026
Marco Alverà	Member	Tree Energy Solutions	June, 2026
Nils Aldag	Member	Sunfire	June, 2026
PIERO ERCOLI	Member	SNAM	June, 2027
STEFANO INNOCENZI	Member	LINDE	June, 2027
Tejs Laustsen Jensen	Member	Denmark	June, 2026
TOM HAUTEKIET	Member	Port of Antwerp-Bruges	June, 2027
Charlotte Roule	Member	ENGIE Group	June, 2028

## **Annex B**

### **Biography for Jorgo Chatzimarkakis**



Jorgo Chatzimarkakis was appointed as Hydrogen Europe CEO in August 2021. Prior to this role, Chatzimarkakis served as the association's Secretary General, a position he held since 2016. In his leadership role, he continues to guide Hydrogen Europe in its mission to accelerate the development of the European hydrogen industry and drive global carbon neutrality.

Before he was Representative of Infineon Technologies in Brussels and Member of the European Parliament (2004 – 2014) inter alia in the ITRE Committee (Industry, Technology, Research and Energy) where he could contribute to lay the cornerstone for the first and the second Joint Undertaking on hydrogen and fuel cells. In 2007 he was elected "MEP of the year" by his colleagues of the European Parliament in the category "Research and Innovation". In 2015 he was appointed ambassador at large for Greece.

Mr Chatzimarkakis was born in Duisburg, Germany. He holds German and Greek nationality, a degree in political science from the University of Bonn. He holds a degree in political science from the University of Bonn.

**Information Note**  
**Department of Industry, Energy and Technology**

**Title:** The Netherlands

**Issue:** To provide overview of hydrogen opportunities with the Netherlands.

**Background and Current Status:**

- The Netherlands, located in Northwestern Europe, borders Germany and Belgium. With a population of 18.07 million in approximately 33,500 km<sup>2</sup>, it has a high density of 540 individuals per km<sup>2</sup>. The country features a coastline of 451 km and an offshore Exclusive Economic Zone of 58,000 km<sup>2</sup>. **Annex A** compares the Netherlands and Newfoundland and Labrador.
- The Netherlands electricity mix is 54 per cent non-emitting (27 per cent wind, 17.7 per cent solar, 5.9 per cent biofuels, and 2.9 per cent nuclear), with 46 per cent coming from fossil fuels (36 per cent natural gas, 6.7 per cent coal, and 3.6 per cent unspecified fossil fuel).
- The Port of Rotterdam (PoR), Europe's largest, covers approximately 12,500 hectares (ha), including 6,000 ha of industrial sites. It handles about 28,000 seagoing and 90,000 inland vessels annually, generating around €840 million in revenue mainly from land leases and port dues. In 2023, total cargo throughput reached 438.8 million metric tonnes, importing various dry and liquid bulk goods (e.g., iron ore, coal, crude oil, liquid natural gas, and general cargo).
- The Port of Amsterdam (PoA), covering 1,200 ha, is the second largest port in the Netherlands after Rotterdam and is one of 5 Dutch ports of significance. It specializes in bio and synthetic fuels, hydrogen initiatives, and circular manufacturing. The Port ranks as the fourteenth largest in Europe based on total cargo tonnage, managing around 63 million tons each year.
- The first Dutch offshore wind farms were established in 2007-08, and by 2021 it had the fifth highest offshore wind capacity globally at 2,460 MW, producing nearly six terawatt hours per year. The Netherlands Enterprise Agency reports that at the end of 2023 more than 4.5GW of wind energy was operating offshore, and 6.8 GW has been installed onshore.
- In 2022, the Government raised the target for offshore wind capacity from 11 to 21 GW by 2030/2031. In addition, the Netherlands is focusing on the generation of energy from approximately 50 GW of offshore wind in 2040 and approximately 70 GW in 2050.
- The Netherlands plans to cut greenhouse gas emissions by 49 per cent by 2030 and 95 per cent by 2050 compared to 1990 levels. These targets became law in 2019, backed by Dutch climate change plans and the National Climate Agreement. This Agreement focuses on electricity, industry, buildings, transportation, and agriculture. Its goal is to reduce carbon emissions while ensuring a fair distribution of costs between households and businesses.
- In April 2020, the Netherlands released its hydrogen strategy. It has four pillars: 1) hydrogen market legislation and regulation; 2) cost reduction and scaling up green hydrogen; 3) sustainability of consumption; and 4) supporting policy (e.g., codes/standards on hydrogen sustainability and safety, developing local infrastructure, supporting research and innovation).
- In December 2021, the Governments of Canada and the Netherlands signed a non-binding Hydrogen Memorandum of Understanding (MOU), which outlined plans for increased cooperation between the two countries in developing green hydrogen.
- In May 2023, Newfoundland and Labrador signed a MOU with the PoR to collaborate on green hydrogen issues and support the establishment of hydrogen supply chains to assist Newfoundland and Labrador's export of green hydrogen to the Netherlands, and to other parts of Europe.

- In March 2024, Deputy Chief of Mission and First Secretary, Trade and Economy, Netherlands Embassy in Canada, visited NL. During their visit, embassy officials met with Energy NL, econext, World Energy GH2, officials from Global Affairs Canada, ACOA, the Port of Argentinia, and North Atlantic Refining Limited. The officials met with Provincial Government officials (IET) and discussed Netherlands and provincial green hydrogen developments.
- The Netherlands Embassy returned with a delegation of energy firms in June 2024 and presented at the Energy NL Conference: Dr. Michel Heijdra, Vice Minister for Climate & Energy at the Netherlands' Ministry of Economic Affairs and Climate Policy spoke on a panel about "Regulatory Uncertainty" and several energy organizations, including PoR and the DOB Academy, presented on energy opportunities in the Netherlands market.
- In 2025, the Netherlands will prioritize offshore wind energy and a national hydrogen network. The Netherlands Enterprise Agency is driving green hydrogen technologies via the Hydrogen Holland I initiative. The project is a partnership with Shell and PoR to create Europe's largest renewable hydrogen plant. The project involves building a 200 MW electrolyzer in the PoR and will produce green hydrogen from renewable energy sources, primarily offshore wind, for industrial and mobility sectors.
- In May 2025, Premier John Hogan signed an MOU with the Port of Amsterdam in the Netherlands in advance of the World Hydrogen Summit and Exhibition in Rotterdam. This partnership focuses on promoting green hydrogen development through information sharing, project opportunities, and global supply chains. The agreement supports Newfoundland and Labrador's goals for green hydrogen exports and aligns with a similar partnership formed between the Port of Rotterdam and North Atlantic Refining Limited.
- The PoA MOU is mirrored to the province's agreement with the PoR, which focuses on collaboration on green hydrogen issues, opportunities, and projects. The PoA is focused specifically on liquid organic hydrogen carrier (LOHC) imports versus ammonia which will be complementary given that the PoR is already focused on ammonia delivery.

**Analysis:**

- The Netherlands had set a 3-4 GW hydrogen electrolysis capacity target by 2030, however, the country's Environmental Assessment Agency (PBL) recently indicated that challenges, from sharply increased power grid tariffs, rising electrolyser costs, and market uncertainty on hydrogen demand may affect plans. The PBL now forecasts that the Netherlands will have 1.2 - 1.5 GW of electrolyser capacity installed by 2030, less than half of its target.
- The Netherlands hydrogen strategy acknowledges that hydrogen imports will play a key role in achieving national clean energy and hydrogen targets and highlights the importance of the PoR to the development of European hydrogen markets.
- The PoR is developing as an international hydrogen import, production and transportation hub. The Port notes that hydrogen demand in the Netherlands is anticipated to increase to approximately 14 million metric tonnes (Mt) by 2050, with approximately 50 per cent flowing through Rotterdam. Due to projected European demand, it anticipates the total amount of hydrogen to flow through Rotterdam to be up to 20 Mt by 2050.
- The PoR notes that local production of hydrogen will fill some of this demand but import of hydrogen will be essential to position the Port as a Northwestern Europe hydrogen hub. By 2030, the Port anticipates 4 Mt of hydrogen imports.
- Dutch gas grid operator Gasunie is working to establish an open access hydrogen grid linking major industrial clusters. Work on the 1,200 km hydrogen network was started in October

2023 and the network was initially projected to be operational in 2030. The operations date has recently been revised to 2033.

- The grid will use existing gas pipelines, new constructions, and salt caverns for hydrogen storage, and will connect major industrial hubs, import terminals at seaports, and hydrogen production facilities within the Netherlands. It will also connect with Belgium and Germany, with a focus on the German market. See **Annex B**.
- A proposed hydrogen network in Germany will span 5,100 km, with 3,700 km converted from natural gas pipelines, to transport peak demand of 10 GWh/h. In 2023, Germany partnered with Belgium and the Netherlands to connect their hydrogen networks. See **Annex C** for map.

**Action Being Taken:**

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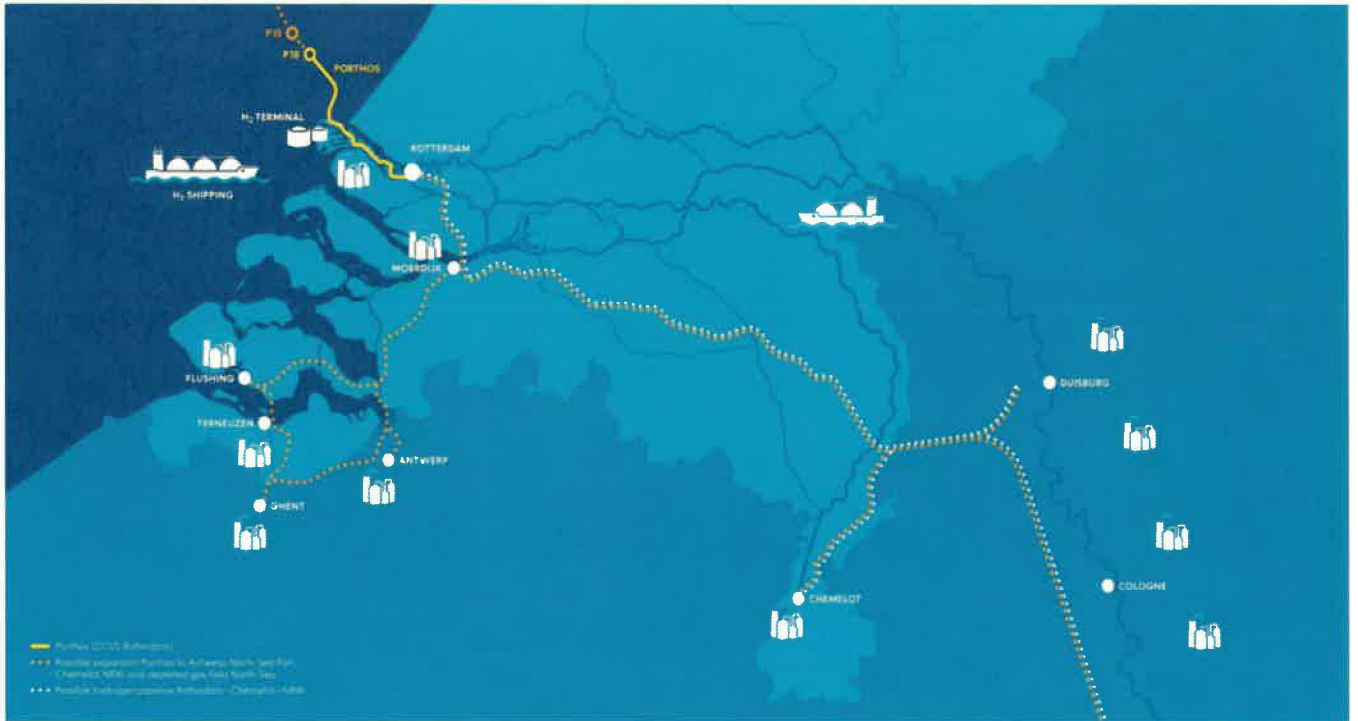
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**Annex A**  
Comparison of the Netherlands to Newfoundland and Labrador

	<b>Netherlands</b>	<b>Newfoundland and Labrador</b>
Population	18,066,249 (Mar 2025)	545,579 (Jan 2025)*
Land area	33,481 km <sup>2</sup>	405,720 km <sup>2</sup>
Population density	540 people/km <sup>2</sup>	1.34 people/km <sup>2</sup>
Marine coastline	451 km	29,000 km
Offshore exclusive economic zone	58,000 km <sup>2</sup>	Approx. 1,000,000 km <sup>2</sup>
Permits nuclear power generation	Yes	No
Offshore wind - installed capacity	4,500 MW	0
Onshore wind - installed capacity	6,800 MW	54 MW
Renewable Electricity Mix (including nuclear)	53.5%	Over 90%
Net zero commitment	Yes	Yes

- Newfoundland and Labrador population is from Statistics Canada, Table 17-10-0009-01 Population estimates, quarterly

## Annex B Port of Rotterdam – Europe Hydrogen Corridor



### Annex C

#### Illustrative Map of Germany's Planned Hydrogen Distribution Network 2030

