



DEC 09 2020

MR. ROCKY SIMPSON
MLA, HAY RIVER SOUTH

Oral Question 278-19(2) Marine Transportation Services

This letter is in follow-up to the Oral Question raised on June 2, 2020 regarding Marine Transportation Services (MTS). The Member asked about the status of the MTS business plan and the Offshore Recruiting Services Inc. (ORSI) contract. My predecessor as Minister of Infrastructure committed to:

1. Engage with the Members about their perspectives on a business structure recommendations paper.
2. Provide any ORSI contract information that is shareable (non-propriety).

During the summer and early fall 2020, INF reviewed three independent reports commissioned to examine the different options for governance models and organizational structure for the delivery of marine transportation services in the Northwest Territories (NWT). The most recent report, completed by Bargery and Associates in September 2020, was set up as a capstone review and analysis of the two previous reports; however, it also goes further to examine the economic viability of the western arctic marine transport marketplace, and how current and potential future events could impact the marketplace. This understanding is essential for designing the most viable operating and governance structure. INF will use the analysis and information contained in these reports to introduce a recommended model for MTS, expected in early 2021.

Prior to adopting a recommended model, I am prepared to provide a briefing to the Standing Committee on Economic Development and Environment on the planned approach for identifying and implementing the most appropriate governance structure and operating model for MTS. I welcome the Committee to contact my office to set up a date and time that is mutually convenient.

Regarding the second question, please see attached a redacted version of the ORSI contract for marine recruiting services.

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I look forward to continuing the dialogue on the review of MTS with Committee, and working to ensure the future success of MTS in the NWT.



Diane Archie
Minister, Infrastructure

Attachment

- c. Clerk of the Legislative Assembly
Legislative Coordinator
Executive and Indigenous Affairs

AGREEMENT

Recruitment Services, Marine Transportation Services

Offshore Recruiting Services Inc.

- and -

The Government of the Northwest Territories

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THIS AGREEMENT is dated for reference the 1st day of February, 2018.

BETWEEN:

OFFSHORE RECRUITING SERVICES INC. a corporation organized and existing under the laws of the NWT (the "Contractor") with an address of 30 Queens Road, St. John's, Newfoundland, A1C 2A5.

AND:

THE GOVERNMENT OF THE NORTHWEST TERRITORIES, as represented by the Minister of Infrastructure (the "GNWT") with an address of Department of Infrastructure, 5009 49th Street, 2nd Floor Stuart Hodges Building, Yellowknife, Northwest Territories, X1A 2L9

WHEREAS:

- (a) The GNWT is now the owner and operator of certain assets formerly owned by the Northern Transportation Company Ltd. ("NTCL") including a fleet of low draft tugs and barges outfitted for navigation and towage at the Hay River marine base and shipyard as well as dry and bulk freight forwarding throughout the Mackenzie River and Western Beaufort Sea communities.
- (b) The Department of Infrastructure, as the Government agency responsible for government infrastructure and services within the Northwest Territories issued a Request for Proposals, reference number 0000001837 (the "RFP") to select and engage a recruiting services firm to hire, employ, provide and position personnel able, skilled and certified in the operation of vessels, tugs and barges, as well as personnel able, skilled and certified to perform operations of the marine terminal and shipyard and the dry bulk and liquid cargo depots at Hay River, Norman Wells, Inuvik and Tuktoyaktuk.
- (c) The Contractor responded to the RFP by way of formal proposal (the "Proposal") dated December 4, 2017;
- (d) The Contractor's business includes the provision of specialized marine transportation and related services in Canada and other international jurisdictions by and through its qualified employees and is a Transport Canada Seafarer Recruitment and Placement Service (SRPS) license holder (license #2013-N004 issued December 11, 2013 attached hereto as Schedule H).
- (e) The parties wish to ensure that the seafaring individuals to be recruited by the Contractor are compliant with the terms and conditions of the Maritime Labour Convention 2006 ("MLC-2006"), Transport Canada's Marine Personnel Regulations ("MPR"), the *Canada Shipping Act 2001* ("CSA-2001") and Transport Canada bulletin TP 15238E, as well as all enabling legislation in effect in Canada in accordance with the International Maritime Organization or any other relevant international authorities.

THEREFORE the GNWT wishes to retain the Contractor on a non-exclusive basis to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the GNWT and the Contractor agree as follows:

1. DEFINITIONS

General

- 1.1. In this Agreement and the attached schedules and appendices hereto, unless the context otherwise requires:

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- (a) **"Applicable Laws"** means any applicable domestic law, including any statute, subordinate legislation or treaty; and any applicable guideline, directive, rule, standard requirement policy, order judgment, award or decree of a governmental authority having the force of law; and includes all laws and regulations as may be prescribed by any governmental authority having jurisdiction over transportation, navigation and shipping in Canada, including, without limitation, the *Canada Shipping Act, 2002*, and the *Canadian Transportation Act*, and any regulations thereunder;
- (b) **"Business Day"** means a day, other than a Saturday or Sunday, on which Territorial government offices are open for normal business in the Northwest Territories;
- (c) **"Main Body"** of the agreement means this Agreement minus the Schedules and Appendices;
- (d) **"Material"** means the Produced Material and the Received Material;
- (e) **"ORSI" or the "Contractor"** means Offshore Recruiting Services Inc.;
- (f) **"Personnel"** means those individuals recruited, hired and employed by the Contractor to work in, on or about vessels and work sites owned by the GNWT from time to time pursuant to the terms of this Agreement;
- (g) **"Produced Material"** means records, software and other material, whether complete or not, that as a result of this Agreement or the performance of the Services are produced or provided by the Contractor, a Subcontractor, but specifically excludes the personal information of all Personnel;
- (h) **"Received Material"** means records, software and other material, whether complete or note, that, as a result of this Agreement or the performance of the Services, are received by the Contractor s from the GNWT or any other person;
- (i) **"Services"** means the services described in Part 2 of Schedule A;
- (j) **"Subcontractor"** means a person described in paragraph (a) or (b) of section 13.4; and
- (k) **"Term"** means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement;
- (l) **"Vessels"** means that fleet of low draft tugs and barges owned by the GNWT outfitted for navigation and towage at the Hay River marine base and shipyard as well as dry and bulk freight forwarding throughout the Mackenzie River and Western Beaufort Sea communities, all as more particularly described in Schedule G; and
- (m) **"Work Release"** has the meaning ascribed to it in Schedule "A".

2. SERVICES

Provision of services

- 2.1. The Contractor must provide the Services in accordance with this Agreement. The GNWT will have the exclusive right to ORSI's services in regard to the recruitment of personnel and payroll management and administration in the Northwest Territories (including those portions of the Beaufort Sea and Arctic Ocean within the Northwest Territories), North Slope of Alaska, Yukon and the Kitikmeot Region of Nunavut during the Term.

Term

- 2.2. Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3. Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, standard mechanical tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement.

Standard of care

- 2.4. Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services. Without limiting the generality of the foregoing, the Contractor shall ensure that the Services carried out by itself and the Personnel in a manner that meets the standards of performance set out in Schedule "A" annexed hereto.

Standards in relation to persons performing Services

- 2.5. The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by GNWT

- 2.6. The GNWT may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7. If the GNWT provides an instruction under section 2.5 other than in writing, the Contractor may request that the instruction be confirmed by the GNWT in writing, which request the GNWT must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8. Requesting written confirmation of an instruction under section 2.6 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9. In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all Applicable Laws.

3. PAYMENT

Fees and expenses

- 3.1. If the Contractor complies with this Agreement, then the GNWT must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the GNWT's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the GNWT under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

Notwithstanding the foregoing, payments made by the GNWT to the Contractor shall not be subject to deductions or withholding in respect of income taxes, employment insurance, workers' compensation health care, professional dues or levies, or other statutory deductions whatsoever.

Statements of accounts

- 3.2. In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the GNWT a written statement of account in a form satisfactory to the GNWT upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3. Without limiting section 9.1, the GNWT may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the GNWT and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the GNWT to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the GNWT.

Appropriation

- 3.4. The GNWT's obligation to pay money to the Contractor is subject to section 97 of the *Financial Administration Act*, (S.N.W.T. 2015, c.13) which makes that obligation subject to an appropriation being available in the fiscal year of the GNWT during which payment becomes due under this Agreement.

Currency

- 3.5. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6. [Intentionally deleted].

Prohibition against committing money

- 3.7. Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the GNWT to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8. The Contractor must:
 - (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the GNWT has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the GNWT.

- 3.9. The GNWT may set off any payment due to the Contractor pursuant to this Agreement against any monies owed by the Contractor to the GNWT only in accordance with Section 57 of the *Financial Administration Act*, which provides that:

The Comptroller General may retain money by way of deduction or set-off out of money payable to a person by GNWT out of the Consolidated Revenue Fund or by a public agency, if (a) that person owes money to GNWT or a public agency; (b) GNWT or a public agency has made an overpayment to that person; or (c) that person received an accountable advance and has not repaid or accounted for it.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the GNWT as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the GNWT,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the GNWT in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual or other agreements in place and available to enable the Contractor to fully perform the Services under this Agreement and in accordance with all Applicable Laws; and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor; and
- (c) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5. PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1. The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2. The Contractor must make reasonable security arrangements to protect the Received Material from unauthorized access, collection, use, disclosure, alteration or disposal.

Confidentiality

- 5.3. The Contractor must treat as confidential all information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement or the performance of the Services, and shall not permit its disclosure or use without the GNWT's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with Applicable Laws; or
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement.

Public announcements

- 5.4. Any public announcement relating to this Agreement will be arranged by the GNWT and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5. The Contractor must not, without the prior written approval of the GNWT, refer for promotional purposes to the GNWT being a customer of the Contractor or the GNWT having entered into this Agreement.

6. MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1. If the Contractor receives a request for access to any of the Material from a person other than the GNWT, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the GNWT.

Ownership and delivery of Material

- 6.2. The GNWT exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the GNWT immediately upon the GNWT's request. The Contractor shall not use the Material in any manner or for any purpose except as reasonably required for the performance of the Services.

Matters respecting intellectual property

- 6.3. The GNWT exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the GNWT; and
 - (b) Produced Material.

Upon the GNWT's request, the Contractor must deliver to the GNWT documents satisfactory to the GNWT that irrevocably waive in the GNWT's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the GNWT of the copyright in the Produced Material, other than any Incorporated Material.

7. RECORDS AND REPORTS

Work reporting

- 7.1. Upon the GNWT's request, the Contractor must fully inform the GNWT of all work done by the Contractor or a Subcontractor in connection with providing the Services. The GNWT and the Contractor shall work together in good faith to use the Navision time collection module to capture hours for the union group of employees, including without limitation, shipyard, terminal and marine (vessel) personnel all as more particularly described in Schedule A hereto.

Time and expense records

- 7.2. If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the GNWT. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8. AUDIT

- 8.1. In addition to any other rights of inspection the GNWT may have under statute or otherwise, the GNWT may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the GNWT's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the GNWT of the GNWT's rights under this section. The Contractor shall make available for inspection by the GNWT a current register of all Personnel.

9. INDEMNITY AND INSURANCE

Indemnity

- 9.1. Subject to 9.2 the Contractor shall defend, indemnify and hold harmless the GNWT, its Ministers, officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Contractor in its performance of this Agreement. The obligation to indemnify and hold harmless shall not apply to the extent that a court of competent jurisdiction finally determines that such losses or damages were caused by the intentional or negligent acts or omissions of the GNWT, its Ministers, officers, employees, servants or agents.
- 9.2. The Contractor's indemnity under Section 9.1 shall not extend to any claims, causes of action, demands, costs, losses, damages, expenses, suits or other proceeding resulting from the acts or omissions of the employees of the Contractor acting in the course of their employment in the navigation, management, or operation of any vessel or, any shore based services contemplated by this Agreement, provided the Contractor has utilized all reasonable commercial efforts to comply with the requirements set out in this Agreement.
- 9.3. The Contractor and the GNWT shall each indemnify, defend and hold the other party, its directors, employees, affiliates, clients and officers, harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature, including legal expenses, in respect of loss of or damage to physical property owned, hired supplied or borrowed by itself, its employees or its other contractors or subcontractors of any tier, arising out of or in connection with this Agreement from any cause whatsoever including but not limited to the sole or concurrent negligence of the Contractor or the GNWT.
- 9.4. Except as otherwise provided by this Agreement (including, without limitation, section 9.3 hereof), the Contractor shall be responsible for, and shall indemnify and hold harmless the GNWT from and against any claim incurred in connection with the payment or non-payment of, or arising out of employment of any Personnel or their termination, including all compensation, medical costs, statutory unemployment, insurance premiums and pension plan contributions and other statutory benefits of whatever nature.
- 9.5. Nothing in this agreement is intended to supersede the May 31, 2017 GNWT indemnity to the Contractor.

Insurance

- 9.6. The Contractor and GNWT must comply with the Insurance Schedule attached as Schedule D.

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Workers compensation

- 9.7. Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractor's comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in the Northwest Territories or similar laws in other jurisdictions.

Evidence of coverage

- 9.8. Within 10 Business Days of being requested to do so by the GNWT, the Contractor must provide the GNWT with evidence of the Contractor's compliance with section 9.6.

10. FORCE MAJEURE

Definitions relating to force majeure

- 10.1. In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
- i. a natural disaster, fire, flood, storm, epidemic or power failure,
 - ii. a war (declared and undeclared), insurrection or act of terrorism or piracy, a freight embargo;
 - iii. an internet disruption that is not the fault of any of the parties; or
 - iv. a strike (including illegal work stoppage or slowdown) or lockout
- if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2. An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3. An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

Continuing Event of Force Majeure

- 10.4. If an Event of Force Majeure continues for more than thirty (30) consecutive days and the Contractor is the Affected Party, the Contractor and the Personnel shall remain available to perform the Services and shall not be assigned to other projects for so long as the GNWT continues to pay the Contractor those fees set out in the Work Releases, adjusted only for those Personnel who are incapable or unavailable to perform the Services due to the Event of Force Majeure.

11. DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1. In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement;
 - (iii) the Contractor fails to maintain the insurance described in Schedule "D", or
 - (iv) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the GNWT's reasonable opinion, to carry on business as a going concern.

GNWT's options on default

- 11.2. On the happening of an Event of Default, or at any time thereafter, the GNWT may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3. No failure or delay on the part of the GNWT to exercise its rights in relation to an Event of Default will constitute a waiver by the GNWT of such rights.

GNWT's right to terminate other than for default

- 11.4. In addition to the GNWT's right to terminate this Agreement or a portion of the Services to be provided hereunder (by a reduction of the number of positions to be filled by Personnel) under section 11.2(c) on the happening of an Event of Default, the GNWT may terminate this Agreement for any reason by giving at least 30 days' written notice of termination to the Contractor. In the absence of the prescribed notice, the GNWT shall pay compensation in lieu of notice during the prescribed notice period for any partial or complete termination of the Services provided hereunder

Contractor's right to terminate

- 11.5. In addition to the Contractor's right to terminate this Agreement on the happening of an Event of Default, following the same terms as set out for the GNWT in sections 11.1 and 11.2, the Contractor may terminate this Agreement for any reason by giving at least 30 days' written notice of termination to the GNWT.

Payment consequences of termination

- 11.6. Unless Schedule B otherwise provides, if either party terminates this Agreement under sections 11.2, 11.4 or 11.5:
- (a) the GNWT must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the GNWT's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the GNWT any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the GNWT has notified the Contractor in writing was not completed to the GNWT's satisfaction before termination of this Agreement.

Discharge of liability

- 11.7. The payment by the GNWT of the amount described in section 11.5(a) discharges the GNWT from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.8. If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the GNWT of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default.

A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12. DISPUTE RESOLUTION

Dispute resolution process

- 12.1. In the event of any dispute between the parties arising out of or in connection with this Agreement, (including any question regarding its existence, validity or termination), unless the parties otherwise agree in writing, the parties shall use the dispute resolution process set out in this Article 12. Notwithstanding the foregoing, disputes relating to any of the following matters may be submitted at any time to the jurisdiction of the courts:
- (a) questions or legal relationships arising out of or in connection with devolution or constitutional change;
 - (b) questions of law; and
 - (c) protection of confidential information or rights on an interim basis.

The parties must initially attempt to resolve the dispute through collaborative negotiation. If the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. If the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2. Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Yellowknife, Northwest Territories.

Costs of mediation or arbitration

- 12.3. Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13. MISCELLANEOUS

Delivery of notices

- 13.1. Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified in section 13.2 of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified in section 13.2 of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified in section 13.2 of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Designated Representatives

- 13.2. The designated representative and address for notices under this Agreement shall be:

(a) For GNWT:

Government of the Northwest Territories
Department of Infrastructure
5009 49th Street
2nd Floor Stuart Hodges Bldg.
Yellowknife, NWT X1A 2L9
Attention: Derrick Briggs
Tel: 867-767-9048 Ext. 49005
Fax: 867-920-0226
Email: derrick_briggs@gov.nt.ca

(b) For the Contractor :

Offshore Recruiting Services Inc.
30 Queen's Road
St. John's, Newfoundland, Canada A1C 2A5
Attention: Adrian Coady - President
Tel: 709-576-8560
Fax: 709-576-1983
E-mail: acoady@orsi.ca

Change of address or fax number

- 13.3. Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given, will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.4. The Contractor shall not assign, transfer or sub-contract any of the Services, or any part thereof, to any Party without written consent from the GNWT. If, with the consent of the GNWT the Services or any part thereof is performed by a sub-contractor, the Contractor shall be fully responsible to the GNWT for the acts and omissions of the sub-contractor and all its officers, servants and agents. In the case of a proposed assignment of monies owing to the Contractor under this Agreement, the Contractor acknowledges that the consent in writing of the Comptroller General of the GNWT must be obtained for such assignment in accordance with s.130(3) of the *Financial Administration Act*.

Subcontracting

- 13.5. The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the GNWT's prior written consent; such consent will not be unreasonably withheld. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.6. A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.7. No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.8. This Agreement (including any modification of it) constitutes the entire agreement between the parties as to the performance of the Services.

Survival of certain provisions

- 13.9. Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.3, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 9.6 10.1 to 10.4, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.4, 13.9, and 13.11, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

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Schedules

13.10. The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent Contractor

13.11. In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the GNWT; or
- (b) an agent of the GNWT except as may be expressly provided for in this Agreement,

the Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of GNWT

13.12. The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the GNWT. Notwithstanding any involvement by the GNWT in the recruitment or selection of any Personnel or that any part of the Services or the Personnel have been the subject of any instruction, review, approval, acknowledgment or inspection by the GNWT, the Contractor is an independent contractor and the Personnel shall remain at all times employees of the Contractor solely, for all purposes.

Key Personnel

13.13. If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the GNWT otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.14. The GNWT must make available to the Contractor all information in the GNWT's possession which the GNWT considers pertinent to the performance of the Services.

Conflict of interest

13.15. The Contractor must not provide any services to any person in circumstances which, in the GNWT's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the GNWT under this Agreement.

Time

13.16. Time is of the essence in this Agreement and without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.17. Conflicts among provisions of this Agreement will be resolved as follows:

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- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise;
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise;
- (c) a provision in 'Schedule A - Appendix A2' will prevail over any conflicting provision in 'Schedule A - Appendix A3'; and
- (d) a provision in 'Schedule B' will prevail over any conflicting provision in 'Schedule A - Appendix A3'.

Agreement not a permit nor fetter

- 13.18. This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the GNWT or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the GNWT or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.19. If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.20. Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

No Partnership

- 13.21. Nothing in this Agreement creates a relationship of agency, partnership, fiduciary, joint venture or similar relationship between the parties.

Additional terms

- 13.22. Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.23. This Agreement is governed by, and is to be interpreted and construed in accordance with, and any arbitration or court proceeding shall apply the laws of the Northwest Territories and the federal laws of Canada applicable therein.

- 13.24. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

14. INTERPRETATION

14.1. In this Agreement:



- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the GNWT are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;

- (e) unless otherwise specified, a reference to a statute by name means the statute of the Northwest Territories by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature;
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*; and
- (i) unless the context otherwise requires, this Agreement is gender neutral.

15. EXECUTION AND DELIVERY OF AGREEMENT

15.1. This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>18th</u> day of September, 2018 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p>  <p>_____ Signature(s)</p> <p>ADRIAN COADY _____ Print Name(s)</p> <p>PRESIDENT _____ Print Title(s)</p>	<p>SIGNED on the ____ day of September, 2018 on behalf of the GNWT by its duly authorized representative:</p>  <p>_____ Signature</p> <p>Bill Kaip _____ Print Name</p> <p>Procurement Shared _____ Print Title</p> <p>Services</p>
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Schedule A Services

PART 1 TERM:

The term of this Agreement commences on or about March 31, 2018 and shall remain in effect until December 31, 2018. The term can be extended as deemed necessary by the GNWT, subject always to the termination provisions contained herein.

PART 2 SERVICES:

I. General:

Without limiting the generality of the foregoing, as the employer under the *Canada Labour Code* and upon execution of this Agreement, the Contractor agrees to commence negotiating collective agreements with all three (3) bargaining units – namely, the Canadian Merchant Service Guild (“CMSG”), the Seafarers International Union of Canada (“SIU”) and the Public Service Alliance of Canada (“PSAC”).

As the Employer, the Contractor has full authority to conclude collective agreements without exceeding monetary increases of [REDACTED]. Should the Contractor deem it necessary to exceed this amount to conclude an agreement, the Contractor will obtain approval from the GNWT to exceed prior to making the offer.

The Contractor shall provide the GNWT with services related to the recruitment and employment of all skilled, qualified and where required licensed personnel necessary for the marine transportation services which the GNWT will be conducting during the 2018 shipping season on Great Slave Lake, the Mackenzie River, the Beaufort Sea and the Arctic Ocean. These services include recruitment, payroll administration and other administrative matters in regard to the employment of such personnel. Without limiting the generality of the foregoing, the Contractor shall:

- (a) provide all necessary skilled, qualified, Canadian licensed and unlicensed marine and shore based personnel to operate the Vessels and to perform operations at the marine terminal and shipyard and the dry bulk and liquid cargo depots at Hay River, Norman Wells, Inuvik and Tuktoyaktuk in support of the 2018 Western Arctic Sealift; and
- (b) provide all necessary qualified and skilled equipment operators, trades persons, cargo handlers, management personnel, safety officers, and procurement personnel to manage the GNWT's Hay River marine based synchro lift shipyard as well as marine depots at Norman Wells, Inuvik and Tuktoyaktuk; and
- (c) provide, as required, skilled and qualified personnel to accommodate for the Vessel, “Pat Lyall” in Churchill, Manitoba.

Without limiting the generality of the foregoing, the Services to be performed or discharged and the operational positions to be performed by the Contractor with qualified personnel throughout the duration of Services, are defined in this Agreement which includes Appendix A9, Attachments 1 - 11 (attached to this Schedule A)

The Contractor will ensure that all Personnel are competent and certified to operate on board the Vessels and/or work sites in a safe and efficient manner acceptable to GNWT and in accordance with all Applicable Laws and this Agreement.

II. Scope

If, at any time during the Term, the GNWT wishes to change the scope of the Services provided under this Agreement, or the number of Personnel assigned to the Vessels or work sites, or to continue such Services but at a varied location, the GNWT shall make a request in writing for the desired amendment to the scope of Services that is the subject of a Work Release. The Contractor shall provide to the GNWT in writing, within five (5) days of receipt of such request: (a) the revised timing of the Services; (b) the revised resources or personnel necessary to perform the changed work, if

any; and (c) the revised cost estimate for the proposed change in the Services, if any adjustment thereto is agreed by the GNWT and Contractor for the changed scope.

Following agreement by the parties on the details in (a), (b) and (c) above, the GNWT shall amend the scope of the Services by issuing a revised Schedule A which refers to the agreed details and includes any reasonable revision to the cost and progress reporting requirements and the applicable document requirements or procedures, which shall be counter-signed by the Contractor.

III. Outputs

The Contractor shall be the employer of the Personnel and the Contractor shall be liable for and indemnify the GNWT for any claims relating to wages, salaries, or benefits payable to Personnel or other matters relating to payroll management and administration, or from any claims arising from intentional or negligent acts or omissions of the Contractor or its Key Personnel under the terms of this Agreement.

The Contractor shall be responsible for the payment of wages of all Personnel, as employer, including the withholding and remission of all applicable income tax and other statutory, union or contractual deductions, and the payment of Contractor's periodic statutory or contractual financial obligations related to such employment, including without limitation, payroll tax, worker's compensation assessments, CPP and EI.

The Contractor shall pay Personnel certain approved or negotiated auxiliary costs and expenses related to their employment, including approved travel and accommodation expenses.

Except as otherwise provided in this Schedule A, the Contractor shall be liable and responsible for the reporting, filing and payment of any business, income, payroll, gross receipts, unemployment, medical, statutory remittances or any other taxes, fees and similar charges imposed on the Contractor or the Personnel by any jurisdiction as a result of or arising from the business carried on by the Contractor in performing the Services for the GNWT under this Agreement. For greater certainty, to the extent applicable, the Contractor shall be liable for all such taxes or charges originating in Canada, if any, in respect of the performance of the Services outside Canada.

The GNWT agrees, however, that the fees due to the Contractor as set forth in this Agreement, in particular Schedules A and B, are:

- (a) exclusive of any value added tax, sales tax or similar taxes or charges which may be levied by any jurisdiction on such compensation to the Contractor or payments to the Contractor or its personnel; and
- (b) exclusive of any business, income or similar taxes levied only by the jurisdiction(s) in which the Vessel or work site is located during the performance of the Services by the Contractor on behalf of the GNWT.

Notwithstanding the foregoing, the business of performing the Services and the work of the Personnel for the GNWT shall be and constitute the business of and performance by the Contractor alone, and not of the GNWT, for all purposes.

IV. Inputs

Having regard to the unique navigational and operational challenges that the Mackenzie River Watershed, Beaufort Sea Region and the high arctic present as a result of shallow water, changing delta conditions, high tides, high winds, first year sea ice erosion as well as climate change, the Contractor shall recruit and hire Personnel who:

- a. in respect of Vessel operations, have significant operational experience in the navigation of the Mackenzie River and Beaufort Sea waters; and
- b. in respect of the shore based operations, are aware of freight forwarding hazards and limitations in landing liquid and dry cargo in remote Western Arctic communities.

The Contractor shall collaborate with the bargaining units, namely the CMSG for the provision of Arctic experienced marine officers and marine engineers, the SIU for experienced arctic unlicensed personnel including A/B Seaman, Engine Room Assistants, Catering crew and Navigational Pilots and the PSAC for the provision of operational and management personnel in support of the GNWT's shore base and shipyard at Hay River as well as marine depots at Norman Wells, Inuvik and Tuktoyaktuk. It is the intent of both parties that, except for certain managerial personnel, the Contractor shall employ marine and operational personnel through the aforementioned bargaining units upon similar terms and conditions as under their previous employment with NTCL, or as may be amended by negotiation with the bargaining units. The Contractor will assign Personnel to the Vessels and work sites in numbers and at times and locations in accordance with the day rates and hourly rates referenced in the attached Appendix A9, Attachments 1 - 11 (attached to this Schedule A), or as may be negotiated.

The Contractor and the GNWT acknowledge and agree that those matters not addressed in the Appendices hereto or the documents incorporated by reference into this Schedule A, including without limitation, seniority, pension, employee benefits, union dues and contributions shall, if necessary, be negotiated with the respective bargaining units in order to determine the cost of each employee work category for the 2018 operating season referred by the three unions: CMSG, SIU and PSAC.

V. List of Contractor Personnel

The Contractor shall, as soon as reasonably practicable and prior to initiating the performance of any Services, provide the GNWT with a written list of the personnel it proposes to provide as Personnel to perform the Services together with a written profile of each individual employee. All Personnel assigned to the Vessels or work sites by the Contractor to perform the Services shall be approved by the GNWT prior to mobilization.

VI. Performance Standards

The Contractor shall ensure all Personnel who are seafaring employees shall have the necessary licenses, education, training and expertise as may be required by the GNWT and all Applicable Laws. The Contractor shall require all assigned Personnel to perform their duties to the best of their respective skill and ability and in a competent, professional, workmanlike manner, with the degree of skill and care that is required by current sound professional offshore and marine operations, procedures and practices and in conformity with the generally accepted offshore and marine industry standards for such Services. Without limiting the generality of the foregoing, the Contractor shall ensure that Personnel observe and comply with:

- (a) all rules, policies and procedures set by the GNWT for work onboard the Vessels or at other work sites, including without limitation relating to occupational health and safety, workplace discrimination and harassment; and
- (b) all lawful instructions, directions and operational policies and procedures imposed from time to time by the Master of a Vessel or the superintendent having responsibility for shore based operations.

VII. Employee Conduct

It is the responsibility of the Personnel to always conduct themselves in a sober and drug free manner, on board the Vessels or at the work sites, as well as while in transit to and from the Vessels or work sites. In the event that the Personnel should violate any of the Contractor or GNWT policies related to employee conduct and standards referenced herein, the Contractor will exercise warnings and discipline as deemed necessary. In the event of a serious violation, Contractor, or his designates may choose to dismiss the Personnel forthright from the Vessel or work sites for reasons of just cause, or take other disciplinary measures as deemed appropriate.

VIII. Training and Certification

The Contractor shall ensure that prior to commencement of work on board the Vessels or at GNWT shore based worksites all Personnel possess all mandatory occupational health and safety training and certification required by all Applicable Laws and shall provide the GNWT with all individual and group validated certificates to confirm compliance this provision.

It is also the responsibility of Personnel to obtain and secure and to have on his/her person whilst assigned a Vessel or work site all certification and accreditations required hereunder including but not limited to valid Passports, Seaman Record Books, Certificate of Competency, Survival Training Certificate, Fire/Fighting Certificates, First Aid Certificates, WHMIS Certificates and Security Awareness certificates.

IX. Safety Equipment

The Contractor and the GNWT shall use best efforts to ensure that all Personnel are provided with all necessary and required personal protective equipment in compliance with all Applicable Laws, including without limitation those laws and policies concerning occupational health and safety. The GNWT acknowledge and agree that Personnel may refuse to continue working in an unsafe worksite or to perform any unsafe or dangerous scheduled work activity. Upon remediation of such unsafe working conditions or procedures to the satisfaction of the Contractor, Personnel and the GNWT, the Contractor shall ensure that the Personnel resume their work.

The parties acknowledge and agree that it is the responsibility of Personnel to obtain and secure all personal protective equipment (PPE) issued to them and to have on his/her person whilst assigned a Vessel or other work site.

X. GNWT Authority and Access to Vessels/Worksites

The GNWT shall retain ultimate control over access to and the operational manning of the Vessels and work sites. The Contractor acknowledges that entry onto GNWT property or Vessels is a revocable privilege even if the GNWT may be liable to the Contractor, in some circumstances, for compensation in lieu of the notice required under Paragraph XI below for the termination of the Services of one or more Personnel.

XI. Termination and Replacement of Contractor Personnel

The Contractor shall promptly remove from any Vessel, worksite or GNWT property, any Personnel which the GNWT has requested be removed for any lawful reason, including lack of competence or conduct which interferes with or is inconsistent with GNWT's operations. No such action by the GNWT pursuant to this Paragraph XI shall constitute the termination or discipline of any Personnel by the GNWT, and the GNWT acknowledges that nothing herein shall affect the rights of the Contractor, as employer, to hire, reassign, discipline or terminate the Personnel.

The Contractor agrees that it shall not replace or substitute any Personnel named in the initial or any subsequent Work Releases referenced in the attached Appendix A8, Attachments 1 - 11 (attached to this Schedule A) without engaging in a process similar to the initial selection of employees to perform the Services and shall not do so without the written consent of the GNWT except where there has been a breach of the individual's employment contract with the Contractor.

In circumstances where one or more of the Personnel performing the Services becomes unavailable or is unable or ceases for any reason to be capable of continuing to provide Services on the Vessels or at GNWT work sites (or is removed at the request of the GNWT or pursuant to a lawful decision of the Contractor) or otherwise, the Contractor shall propose an alternative qualified employee to the GNWT where the Contractor then has the capability to do so and, subject to GNWT approval, shall continue to provide the Services with its substituted employee on the same terms and conditions and at no additional cost to the GNWT arising from such substitution. If no such alternate qualified person is then available to the Contractor, then the Services (and the compensation to the Contractor) shall

be adjusted forthwith without penalty by exclusion of the position or Services previously being provided by the Contractor Personnel in question.

Where circumstances at the Vessels or work sites or the nature of any incident does not permit a reasonable advance time for consultation between the parties and the implementation of an agreed or contractually required action by the Contractor, the GNWT may suspend participation in the work or prohibit access by any of the Personnel forthwith, provided that the GNWT agrees not to act in a discriminatory manner or without reasonable cause in taking any such action.

XII. Reporting requirements

Both parties shall work together in good faith with respect to the collection, transmission and reporting of all data related to payroll processing. The GNWT, through its Marine Transportation Services Division ("MTS") shall provide the appropriate input data required by the Contractor for accurate payroll processing on the respective due dates for each payroll period. The Contractor shall provide a summarized and detailed pay period information file within 14 Business Days of the pay period ending date. The Contractor shall work with MTS to generate a data information file for each pay period in a mutually acceptable form that will facilitate the importation of the payroll data into accounting software.

Contractor shall maintain and submit to the GNWT accurate timesheet(s) showing the actual days/hours worked by the Contractor through its Personnel and a detailed description of the work performed by the Contractor and the Personnel. The data for such timesheets shall originate on board the Vessel or at the GNWT's work sites. The GNWT shall ensure that the Contractor has access to and receives, in a timely manner, from the GNWT's onboard and shore base personnel a biweekly timesheet and performance information summary specifying at least the following data in respect of each of the Personnel on board the Vessels or at the GNWT's worksites. Bi-weekly timesheets should be emailed by the GNWT to Payroll Specialist [REDACTED] at [REDACTED]@orsi.ca and should be recorded having regard to the following:

Regular Days - Normally durations of twelve (12) hours per calendar day or eight (8) hours per calendar day or as deemed necessary by operational circumstances;

Overtime Hours - Hours worked in excess of twelve (12) hours per calendar day or hours worked in excess of eight (8) hours per calendar day;

Cargo Handling Hours Payable at straight time for hours worked during regular working shift. Payable at overtime rate if call in. Cargo handling rates are established as per the former SIU/NTCL and CMSG/NTCL collective agreements.

Extra Duty Pay Payable as per the terms inherent within the former pre-negotiated NTCL/CMSG and NTCL/SIU collective agreements.

All timesheets must be signed by the Master of the Vessel or authorized designate on board the Vessels or at the GNWT's work sites for approval and will serve as a backup basis for invoicing by Contractor and payment of the Contractor's invoices.

The Contractor shall include the following items within the Contractor's employee data records:

- a. Copy of curriculum vitae;
- b. Copies of personal particulars, including all payroll information;
- c. Certified copies of certificates of competency and any maritime diplomas or certificates;
- d. Copies of valid safety training certificates; and
- e. Copies of valid medical examination and drug screen certificates.

The Contractor shall ensure that all components of the Contractor's employee data records format will be forwarded on request to the Master of the Vessel or the Superintendent of the GNWT work site at least two (2) calendar days prior to the mobilization of the Personnel.

The Contractor will also provide timely statistical reporting to the GNWT in respect of the Services performed by its Personnel, as specified in the GNWT's QHSE Procedures Manual, attached hereto as Schedule I.

PART 3 RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including the engagement letter, solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:
 - **Appendix A1** - Engagement Letter
 - **Appendix A2** - The RFP Terms of Reference
 - **Appendix A3** - The Proposal
 - **Appendix A4** - Summary of Employer/Employee remittances to Canadian Merchant Service Guild (CMSG), Seafarers International Union of Canada (SIU), and Public Service Alliance of Canada (PSAC) 2018 western Arctic Sealift.
 - **Appendix A5** - Mid-Season Break - Applicable to the Contractor /Employer's Canadian Merchant Service Guild (CMSG) and Seafarers International Union of Canada (SIU) Employees for the 2018 Western Arctic Sealift.
 - **Appendix A6** - As per Appendix 4 MOU's- to all three (3) bargaining units 2018 Western Arctic Sealift- Payment in lieu of pensions.
 - **Appendix A7** - Provision of Personal Protective Equipment (PPE) to the three (3) bargaining units.
 - **Appendix A8** - Monthly premium rates - Province of British Columbia - Medical Service Plan
 - **Appendix A9** - 2018 Rates
 - **Attachment 1** - Day-rates Applicable to Provision of Canadian Licensed Marine Officers (158 Day Contract)
 - **Attachment 2** - Day-rates Applicable to Provision of Canadian Licensed Marine Officers (142 Day Contract)
 - **Attachment 3** - Hourly Fit Out Rates Provision of Canadian Licensed Marine Officers (142-158 day Contracts)
 - **Attachment 4** - Provision of Qualified Shore-based personnel in support of Shipyard and Freight Forwarding Facilities
 - **Attachment 5** - Hourly Nightshift and Weekend Premium Rates applicable Shore-based personnel in support of Shipyard and Freight Forwarding Facilities
 - **Attachment 6** - Hourly Rates applicable to Provision of Canadian unlicensed marine crew
 - **Attachment 7** - Monthly Rates applicable to Provision of Canadian Senior River Navigators
 - **Attachment 8** - Monthly Salary Provision of Services of [REDACTED]
 - **Attachment 9** - Monthly Salary Provision of [REDACTED]

- o Attachment 10 - Monthly Salary Provision of [REDACTED]
- o Attachment 11 - Monthly Salary Provision of [REDACTED]

4. The following documentation is incorporated by reference into this Schedule A:

- Contractor Company Handbook**
- Camp Policy and Guidelines**
- Drug and Alcohol Policy**
- Environmental Policy**
- Health, Safety and Environmental Policy**
- Harassment Free and Respectful Workplace Policy**
- Quality Policy**
- Safety and Environmental Policy**
- Zero Harm Policy**

PART 4 KEY PERSONNEL:

The following individuals shall be deemed to be Key Personnel of the Contractor:

- (a) [REDACTED] President and designated representative for the Contractor;
- (b) [REDACTED] Human Resources Coordinator;
- (c) [REDACTED] Human Resources Manager
- (d) [REDACTED] Comptroller
- (e) [REDACTED] Payroll/Accounting Specialist
- (f) [REDACTED] Payroll/Accounting Assistant

For all purposes of this Agreement, the Key Personnel of the Contractor shall not be considered to be Personnel.

**Schedule A - Appendix A1
Engagement Letter**

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Schedule A - Appendix A2
The RFP Terms of Reference

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**Schedule A - Appendix A3
Contractor (ORSI) Proposal**

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**Schedule A – Appendix A4
Employer / Employee Remittances**

Summary of Employer/Employee remittances to Canadian Merchant Service Guild (CMSG), Seafarers International Union of Canada (SIU), and Public Service Alliance of Canada (PSAC) 2018 western Arctic Sealift.

Canadian Merchant Service Guild (CMSG) – Employer will with-hold from the employee and remit to the CMSG a monthly amount of dues to be calculated on the basis of [REDACTED]. For employees who work in excess of one [REDACTED] the employer will with-hold from the employee and remit to CMSG an amount equal to [REDACTED]. For purposes of new hire CMSG members, the employer will with-hold from the employee and remit to [REDACTED]. The employer will remit to the CMSG an amount of [REDACTED] in support of CMSG's legal defense fund. The employer will pay to the CMSG an amount not to exceed [REDACTED] in support of the CMSG hiring hall fund. For employees who work for the employer for more than [REDACTED] the employer must remit [REDACTED] to the CMSG hiring hall fund. For the employees who work for less than [REDACTED] the employer will remit an amount of [REDACTED] to the CMSG hiring hall fund. The employer/Contractor will invoice the Government of the Northwest Territories (GNWT) at its documented cost [REDACTED] for the employer remitting cost to the CMSG.

Seafarer's International Union of Canada (SIU) – The employer will with-hold from the employee an amount of [REDACTED] for payment of SIU membership dues. For the new hire SIU members, the employer will with-hold from the employee an amount of [REDACTED] as payment for the SIU initiation fee. The employer will remit the initiation fee on the basis of [REDACTED] of employment. The employer will remit to the Seafarer's Medical Plan an amount of [REDACTED]. Payment to this medical fund will preclude SIU employee's participation in the employer's SunLife Benefits Plan. The employer will remit an amount of [REDACTED] commencing May 1/2018 up to October 31/2018 in support of the SIU's hiring hall fund. The employer/Contractor will invoice the Government of the Northwest Territories (GNWT) at its documented cost [REDACTED] handling fee for employer remitting cost to the SIU.

Public Service Alliance of Canada (PSAC) – The employer will withhold from the employee on a bi-weekly basis and remit to PSAC on a monthly basis an amount PSAC dues file number [REDACTED] biweekly dues will range from [REDACTED] for level 1 employees to a max of [REDACTED] for level 13 employees. These rates will be adjusted for the 2018 season when received from PSAC.

NB I - All Rates, Terms and Conditions quoted herein are subject to change depending on ORSI negotiations with all three (3) bargaining units namely CMSG, SIU and PSAC as well as GNWT's requirement for non-union management personnel in support of 2018 Western Arctic Sealift operations.

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**Schedule A - Appendix A5
Mid-Season Break**

Mid-Season Break – Applicable to the Contractor /Employer's Canadian Merchant Service Guild (CMSG) and Seafarers International Union of Canada (SIU) Employees for the 2018 Western Arctic Sealift.

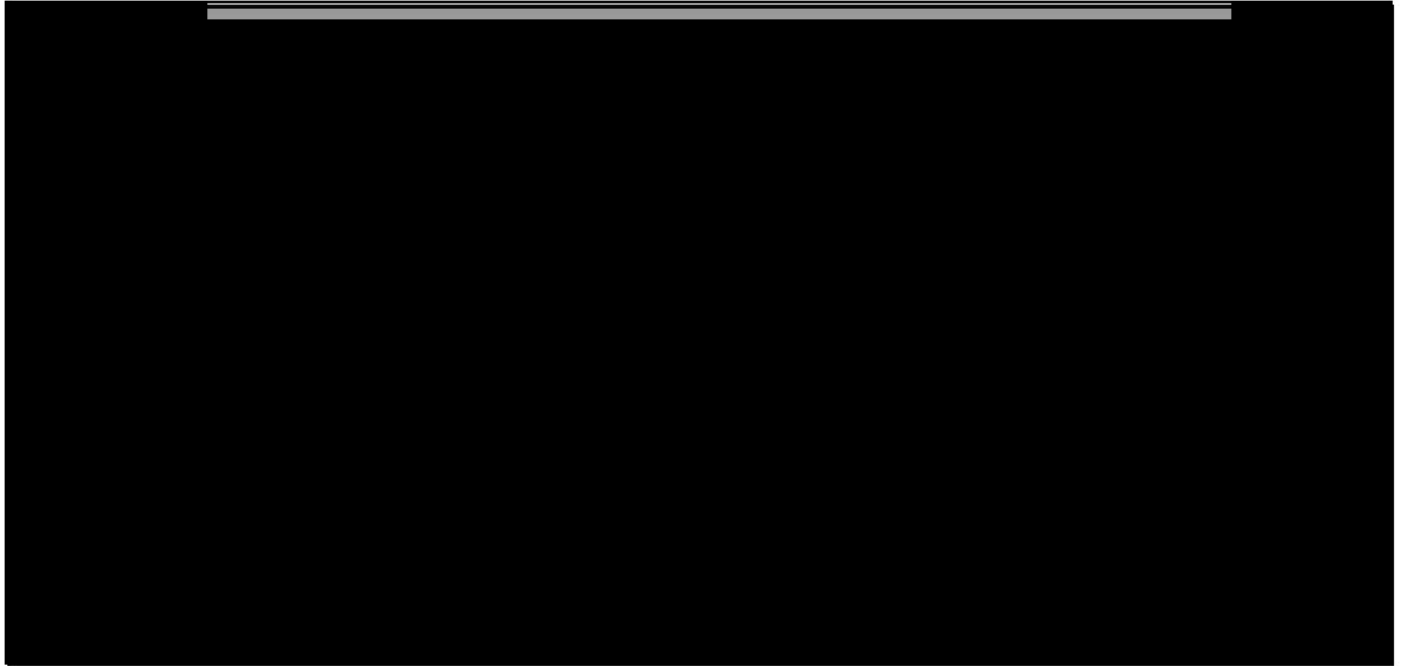
Canadian Merchant Service Guild (CMSG) – The GNWT, the Contractor, and the CMSG mutually acknowledge that as a Condition of employment CMSG employees have the option of taking an eighteen (18) day mid-season break during the 2018 Western Arctic Sealift. The schedule for such a mid-season break is based on operational circumstances and consensus of all parties, including the GNWT and the employer ORSI. However, all of the parties agree – whenever possible – with much employee notice-agree to permit midseason break for CMSG employees. The eighteen (18) day mid-season break includes required travel days to disembark the employee's vessel and transit to the employee's destination plus return to the vessel within the eighteen (18) day window. In the event that the employees midseason eighteen (18) day unpaid leave should be delayed as a result of issues beyond the control of all parties – weather delays/mechanical breakdowns, airfare cancellation etc., the employee's mid-season eighteen (18) day break will be adjusted accordingly. The contractor/employer convents to utilize best efforts to provide relief crews so as to facilitate the CMSG employee's eighteen (18) day leave. The Contractor/Employer will free issue the employee all required travel and living costs to complete the planned mid-season break. Such cost will be invoiced to the GNWT at documented cost [REDACTED] handling fee. In the event that the CMSG employee should decide to waive the mid-season break and successfully complete the 2017 operation sealift, he/she will be paid a premium of [REDACTED] of gross wages earned after the 2017 operational season. The Contractor/Employer will remit such wages at the end of the operational season and will invoice the GNWT on the basis of the Contractor's posted rate schedules herein attached.

Seafarer's International Union of Canada (SIU) – The GNWT, the Contractor and the SIU mutually acknowledge that as a condition of employment, all SIU employees have the option of taking a mid-season break for a duration of twenty (20) days or a duration of sixteen (16) days during the 2018 Western Arctic Sealift. The schedule for such a mid-season break is based on operational circumstances as well as consensus amount the parties including the GNWT – and the Employer – ORSI. However, all of the parties agree to permit mid-season break for SIU employees. The mid-season break – be it twenty (20) days or sixteen (16) days includes required travel and living days to disembark the employees assigned vessel and transit to the employees destination plus return to the vessel when the employees planned mid-season break is complete. In the event that the employee's mid-season break should be delayed because of issues beyond the control of all parties – weather delays, mechanical breakdowns, airfare cancellation etc., the SIU employee's mid-season break will be adjusted accordingly. The Contractor/Employer covenants to utilize best efforts to provide relief so as to facilitate SIU employee's planned leave. For SIU employees seeking twenty (20) day mid-season break, they will be free issued all travel and living including airfares to support the employee's mid-season break. If the SIU employee is seeking a sixteen (16) day mid-season break, the employee will be free issued [REDACTED] at the employee's basic hourly rate. In the event that SIU employee should waive his/her eligibility for the mid-season break, he/she will receive a lump sum payment of [REDACTED] payable after the successful completion of the 2018 Western Arctic Sealift season. The Contractor/Employer will invoice GNWT all mid-season break related travel and living costs including airfare at its documented cost plus [REDACTED] handling fee. For the payment of eligible SIU employee wages during the mid-season sixteen (16) day break, the Contractor will invoice the GNWT on the basis of the Contractor's posted wage schedules – attached herein.

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Schedule A - Appendix A6
MOU - Payment in Lieu of Pensions

Memorandum of Understanding - 2018 Western Arctic Sealift - Payment in Lieu of Pensions



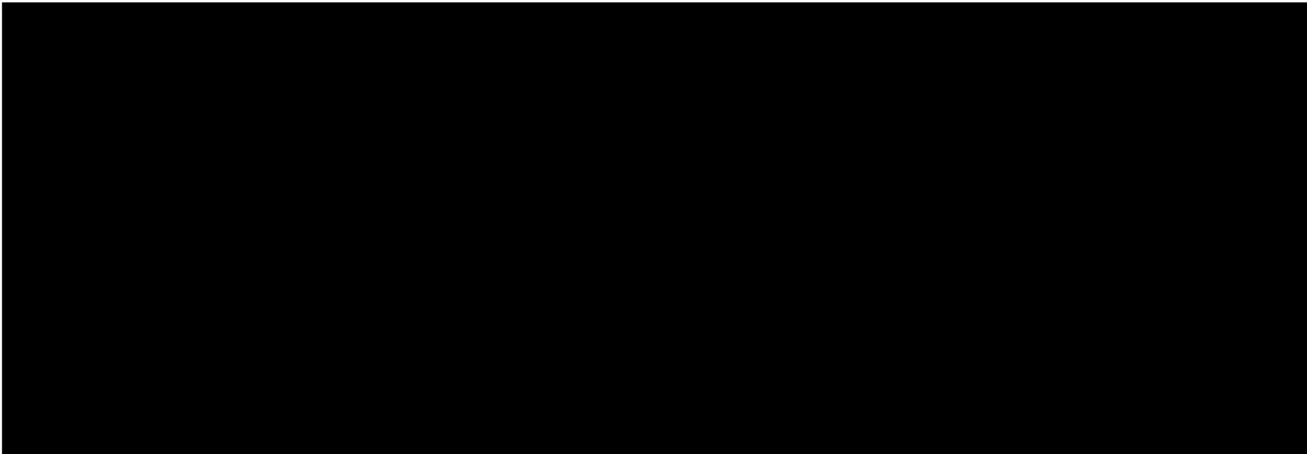
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**Schedule A - Appendix A7
Personal Protective Equipment**

Provision of Personal Protective Equipment (PPE)

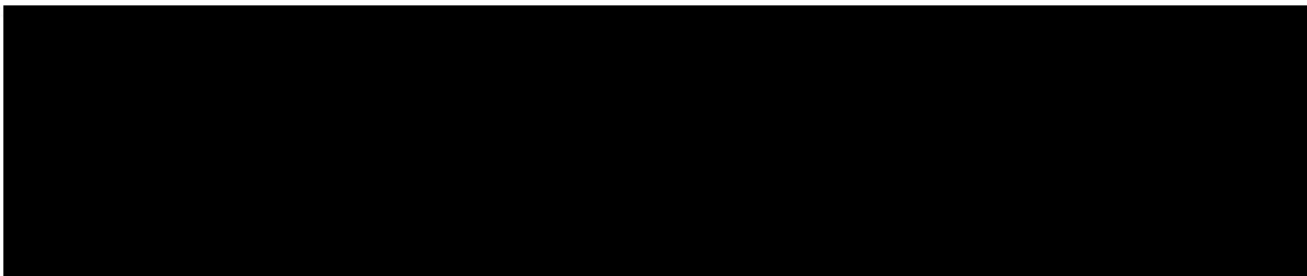
Canadian Merchant Service Guild (CMSG) – the Employer will free issue to each CMSG employee the following PPE when they are reporting to work:

- To marine engineers, two (2) sets of fire retardant coveralls. To deck officers one (1) set of fire retardant coveralls.
- 1 set of raingear – jacket and pants
- 1 hard hat
- A supply of work gloves
- A pair of safety glasses

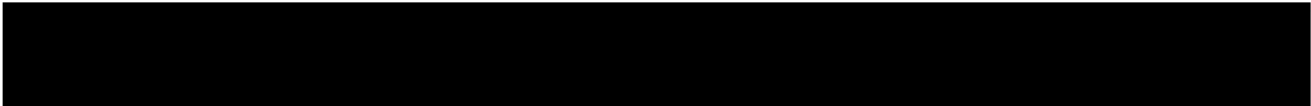


Seafarer's International Union of Canada (SIU) – The Employer will free issue to each employee the following PPE when reporting for work:

- Two (2) sets of fire retardant coveralls to engine room crew, one (1) pair to deck crew.
- One (1) set of rain gear – jacket and pants
- One (1) hard hat
- A supply of work gloves
- A pair of safety glasses
- Cooks/stewards will be issued two (2) sets of whites and pants

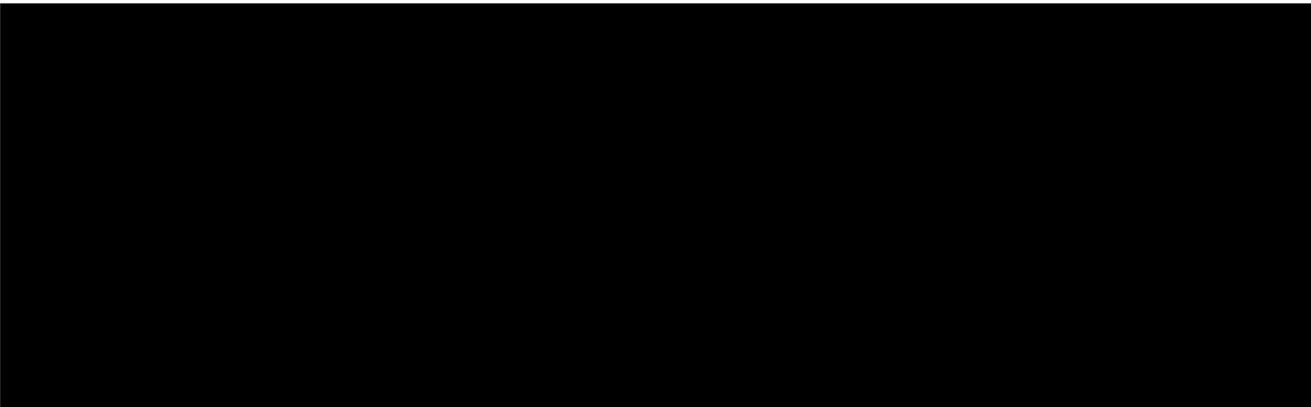


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Public Service Alliance of Canada (PSAC) – The Employer will free issue to each PSAC Employee the following PPE when reporting for work

- Two (2) pairs of fire retardant coveralls
- One (1) set of rain gear – jacket and pants
- A supply of work gloves
- One (1) pair of safety glasses
- One (1) hard hat



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Appendix A8 - Province of British Columbia Medical Services Plan (MSP)

Monthly Premium Rates - Province of British Columbia

<https://www.w2.gov.bc.ca/gov.bc/health/health/health-coverage/msp/bc-resident-premiums...>



Monthly Premium Rates

Basic Premium Rates
Qualifying for Regular Premium Assistance

In B.C. residents pay monthly MSP rates (premiums). Although not all medical services are mostly paid for by government, these premiums help meet the costs of B.C.'s health-care system.

Basic Premium Rates

Effective Jan. 1, 2018

- Current rates for MSP Premiums will be reduced by 50 per cent for all British Columbians.
- There is no need to apply for the reduction as premium amounts will be automatically adjusted for all British Columbians.
- The Regular Premium Assistance program remains in place, providing financial assistance to those with an annual adjusted net income of \$42,000 or less.
- Families with an annual adjusted net income of \$26,000 or less will pay no MSP premiums at all. This is a \$7,000 increase from the current \$24,000.

New Premium Rates Effective Jan. 1, 2018

Adjusted Net Income	One Adult	Two Adults in a Family
\$0 - \$26,000	\$0.00	\$0.00
\$26,001 - \$28,000	\$11.50	\$23.00
\$28,001 - \$30,000	\$17.50	\$35.00
\$30,001 - \$34,000	\$23.00	\$46.00
\$34,001 - \$38,000	\$28.00	\$56.00
\$38,001 - \$42,000	\$32.50	\$65.00
Over \$42,000	\$37.50	\$75.00

Premium Rates Effective Jan. 1 to Dec. 31, 2017

of 2

2018.2.14 PM

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**Schedule A - Appendix A9
2018 Rates**

SCHEDULE A - APPENDIX A9 - ATTACHMENTS:

- **Attachment 1** - Day-rates Applicable to Provision of Canadian Licensed Marine Officers (158 Day Contract)
- **Attachment 2** - Day-rates Applicable to Provision of Canadian Licensed Marine Officers (142 Day Contract)
- **Attachment 3** - Hourly Fit Out Rates Provision of Canadian Licensed Marine Officers (142-158 day Contracts)
- **Attachment 4** - Provision of Qualified Shore-based personnel in support of Shipyard and Freight Forwarding Facilities
- **Attachment 5** - Hourly Nightshift and Weekend Premium Rates applicable Shore-based personnel in support of Shipyard and Freight Forwarding Facilities
- **Attachment 6** - Hourly Rates applicable to Provision of Canadian unlicensed marine crew
- **Attachment 7** - Monthly Rates applicable to Provision of Canadian Senior River Navigators
- **Attachment 8** - Monthly Salary Provision of [REDACTED]
- **Attachment 9** - Monthly Salary Provision of [REDACTED]
- **Attachment 10** - Monthly Salary Provision of [REDACTED]
- **Attachment 11** - Monthly Salary Provision of [REDACTED]

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Schedule A - Appendix A9

ATTACHMENT 1

**GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)
ALL INCLUSIVE CANADIAN DOLLAR (CAD) DAY RATES PER
TWELVE (12) HOUR CALENDAR DAY APPLICABLE TO
PROVISION OF CANADIAN LICENSED MARINE OFFICERS (158 DAY CONTRACT) IN SUPPORT OF SEALIFT
OPERATIONS WITH THE PORT OF HAY RIVER NWT, MACKENZIE RIVER WATERSHED, BEAUFORT REGION, AND
NUNAVUT UTILIZING CANADIAN MERCHANT SERVICE GUILD (CMSG) RATES IN EFFECT FOR NOW DEFUNCT
NTCL VESSELS AND BARGES COMMENCING 2ND QUARTER 2018**

MASTER

CHIEF ENGINEER

SECOND ENGINEER

CHIEF OFFICER

2ND OFFICER



NB I - The Contractor will comply with the wage rates, the terms and conditions of employment prescribed by an award, workplace agreement, industrial agreement, code, law or other requirement applicable to the services. As a Transport Canada licensed Seafarer Recruitment and Placement Services (SRPS) provider, all services provided by the Contractor will be Maritime Labour Convention 2006 (MLC 2006) compliant.

NB II - Scales reflect inclusion of all Canadian burdens (Statutory Holidays, Vacation Pay, Canada Pension Plan, Employment Insurance, Workers Safety Compensation Commission (WSCC) Northwest Territories/Nunavut), Employee Sun Life Insurance benefits cost shared [redacted] between Employer/Employee (Short Term Disability, Accidental Death & Dismemberment, Life, Dependent Life, Employee Assistance Program (EAP), Extended Health, Vision, and Dental Care). On successful completion of the 2018 Western Arctic Sealift and subsequent layoff, the Employee will be eligible to receive all of the registered Sun Life benefits but with [redacted] of the Sun Life premiums paid by the Employer. This shoulder season coverage will apply from November 2018 to April 2019. Rates are inclusive of our fee for recruitment, mobilization, payroll and administrative services. Rates are inclusive of current Transport Canada medical, current Marine Basic First Aid, and current WHMIS certificates. Rates are inclusive of all required unlimited STCW '95 Transport Canada Certificate of Competencies (COC's) for all officers. Rates are also inclusive of a valid STCW 95 Marine Emergency Duties (MED) A, B1, B2 certificates or alternately STCW 2010 Marine Emergency Duties Basic Safety and Proficiency of Survival Craft certificate (COP) for all hands. Day rates include compliance with vessel flag authorities Maritime Labour Convention 2006 (MLC-2006) requirements including seafarer abandonment insurance.

NB III - Day rates quoted are in compliance with Canada Labour Code, Part III, East Coast and Great Lakes Shipping Employees Hours of Work Regulations, 1985. Normal day rates are applicable to a twelve (12) hour calendar day. The invoice rate for overtime will be calculated as day rate divided by twelve (12), multiplied by time and one half (1.5), or day rate divided by twelve (12) multiplied by two (2) double time depending on the hours of work within a calendar day. Any overtime hours must be pre-approved by the Master or his designate.

NB IV - [redacted]



NB V -

NB VI - As the Government Northwest Territories/Nunavut is exempt from General Sales Tax (GST) of five percent (5%), there will be no General Sales Tax (GST) applied.

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Schedule A – Appendix A9

ATTACHMENT 2

**GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)
ALL INCLUSIVE CANADIAN DOLLAR (CAD) DAY RATES PER
TWELVE (12) HOUR CALENDAR DAY APPLICABLE TO
PROVISION OF CANADIAN LICENSED MARINE OFFICERS (142 DAY CONTRACT) IN SUPPORT OF SEALIFT
OPERATIONS WITH THE PORT OF HAY RIVER NWT, MACKENZIE RIVER WATERSHED, BEAUFORT REGION, AND
NUNAVUT UTILIZING CANADIAN MERCHANT SERVICE GUILD (CMSG) RATES IN EFFECT FOR NOW DEFUNCT
NTCL VESSELS AND BARGES COMMENCING 2ND QUARTER 2018**

MASTER

MASTER KAKISA

CHIEF ENGINEER

SECOND ENGINEER

CHIEF OFFICER

2ND OFFICER



NB I - The Contractor will comply with the wage rates, the terms and conditions of employment prescribed by an award, workplace agreement, industrial agreement, code, law or other requirement applicable to the services. As a Transport Canada licensed Seafarer Recruitment and Placement Services (SRPS) provider, all services provided by the Contractor will be Maritime Labour Convention 2006 (MLC 2006) compliant.

NB II - Scales reflect inclusion of all Canadian burdens (Statutory Holidays, Vacation Pay, Canada Pension Plan, Employment Insurance, Workers Safety Compensation Commission (WSCC) Province of Northwest Territories/Nunavut), Employee Sun Life Insurance benefits cost shared [REDACTED] cost shared between Employer/Employee (Short Term Disability, Accidental Death & Dismemberment, Life, Dependent Life, Employee Assistance Program (EAP), Extended Health, Vision, and Dental Care). On successful completion of the 2018 Western Arctic Sealift and subsequent layoff, the Employee will be eligible to receive all of the registered Sun Life benefits but with [REDACTED] of the Sun Life premiums paid by the Employer. This shoulder season coverage will apply from November 2018 to April 2019. Rates are inclusive of our fee for recruitment, mobilization, payroll and administrative services. Rates are inclusive of current Transport Canada medical, current Marine Basic First Aid, and current WHMIS certificates. Rates are inclusive of all required unlimited STCW '95 Transport Canada Certificate of Competencies (COC's) for all officers. Rates are also inclusive of a valid STCW 95 Marine Emergency Duties (MED) A, B1, B2 certificates or alternately STCW 2010 Marine Emergency Duties Basic Safety and Proficiency of Survival Craft certificate (COP) for all hands. Day rates include compliance with vessel flag authorities Maritime Labour Convention 2006 (MLC-2006) requirements including seafarer abandonment insurance.

NB III - Day rates quoted are in compliance with Canada Labour Code, Part III, East Coast and Great Lakes Shipping Employees Hours of Work Regulations, 1985. Normal day rates are applicable to a twelve (12) hour calendar day. The invoice rate for overtime will be calculated as day rate divided by twelve (12), multiplied by time and one half (1.5), or

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day rate divided by twelve (12) multiplied by two (2) double time depending on the hours of work within a calendar day. Any overtime hours must be pre-approved by the Master or his designate.

NB IV -



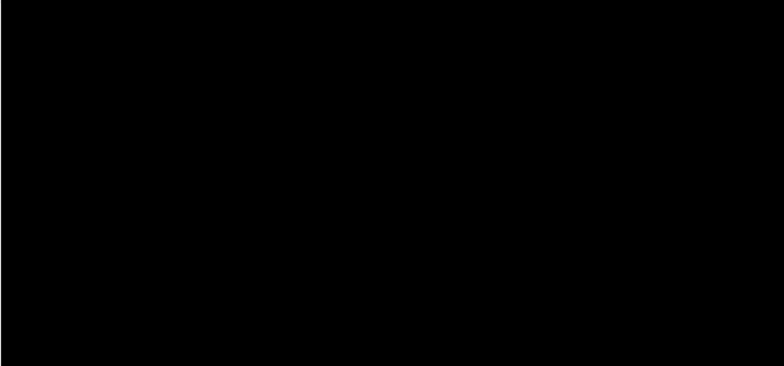
NB V - Rates are exclusive of [redacted] payout in lieu pension plan, Provincial Medical Plans, and Mid-Season Break payouts for Masters, Deck Officers and Engineers.

NB VI - As the Government Northwest Territories/Nunavut is exempt from General Sales Tax (GST) of five percent (5%), there will be no General Sales Tax (GST) applied.



SCHEDULE A - APPENDIX A9

ATTACHMENT 3

**GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)
ALL INCLUSIVE CANADIAN DOLLAR (CAD) HOURLY FIT OUT RATES
APPLICABLE TO PROVISION OF CANADIAN LICENSED MARINE OFFICERS (142 - 158 DAY CONTRACT) IN
SUPPORT OF SEALIFT OPERATIONS WITHIN THE PORT OF HAY RIVER NWT, MACKENZIE RIVER WATERSHED,
BEAUFORT REGION, AND NUNAVUT UTILIZING CANADIAN MERCHANT SERVICE GUILD (CMSG) RATES IN
EFFECT FOR NOW DEFUNCT NTCL VESSELS AND BARGES COMMENCING 2ND QUARTER 2018**

	REG HOURLY	TIME ½ RATE	DOUBLE TIME
MASTER			
CHIEF ENGINEER			
SECOND ENGINEER			
CHIEF OFFICER			
2 ND OFFICER			
CARGO HANDLING RATES			

NB I - The Contractor will comply with the wage rates, the terms and conditions of employment prescribed by an award, workplace agreement, industrial agreement, code, law or other requirement applicable to the services. As a Transport Canada licensed Seafarer Recruitment and Placement Services (SRPS) provider, all services provided by the Contractor will be Maritime Labour Convention 2006 (MLC 2006) compliant.

NB II - Scales reflect inclusion of all Canadian burdens (Statutory Holidays, Vacation Pay, Canada Pension Plan, Employment Insurance, Workers Safety Compensation Commission (WSCC) Province of Northwest Territories/Nunavut), Employee Sun Life Insurance benefits cost shared  cost shared between Employer/Employee (Short Term Disability, Accidental Death & Dismemberment, Life, Dependent Life, Employee Assistance Program (EAP), Extended Health, Vision, and Dental Care). On successful completion of the 2018 Western Arctic Sealift and subsequent layoff, the Employee will be eligible to receive all of the registered Sun Life benefits but with  of the Sun Life premiums paid by the Employer. This shoulder season coverage will apply from November 2018 to April 2019. Rates are inclusive of our fee for recruitment, mobilization, payroll and administrative services. Rates are inclusive of current Transport Canada medical, current Marine Basic First Aid, and current WHMIS certificates. Rates are inclusive of all required unlimited STCW '95 Transport Canada Certificate of Competencies (COC's) for all officers. Rates are also inclusive of a valid STCW 95 Marine Emergency Duties (MED) A, B1, B2 certificates or alternately STCW 2010 Marine Emergency Duties Basic Safety and Proficiency of Survival Craft certificate (COP) for all hands. Day rates include compliance with vessel flag authorities Maritime Labour Convention 2006 (MLC-2006) requirements including seafarer abandonment insurance.

NB III - Day rates quoted are in compliance with Canada Labour Code, Part III, East Coast and Great Lakes Shipping Employees Hours of Work Regulations, 1985. Normal day rates are applicable to a twelve (12) hour calendar day. The invoice rate for overtime will be calculated as hourly rate multiplied by time and one half (1.5), or hourly rate multiplied by two (2) double time depending on the hours of work within a calendar day. Any overtime hours must be pre-approved by the Master or his designate.

NB IV - 





NB V - [Redacted]

NB V - As the Government Northwest Territories/Nunavut is exempt from General Sales Tax (GST) of five percent (5%), there will be no General Sales Tax (GST) applied.

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SCHEDULE A - APPENDIX A9

ATTACHMENT 4

**GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)
ALL INCLUSIVE CANADIAN DOLLAR (CAD) HOURLY RATES
APPLICABLE TO PROVISION OF QUALIFIED SHORE BASED PERSONNEL IN SUPPORT OF SHIPYARD AND
FREIGHT FORWARDING FACILITIES AT HAY RIVER NWT, AS WELL AS MARINE BASES AT NORMAN WELLS,
INUVIK AND TUKTOYAKTUK, NWT UTILIZING PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) HOURLY RATES
COMMENCING 2ND QUARTER 2018
REVISED APRIL 1, 2018**

	REG HOURLY	TIME ½ RATE	DOUBLE TIME
LEVEL 1 PROBATIONARY			
LEVEL 1			
LEAD HAND LEVEL 1			
LEVEL 2 PROBATIONARY			
LEVEL 2			
LEAD HAND LEVEL 2			
LEVEL 3 PROBATIONARY			
LEVEL 3			
LEAD HAND LEVEL 3			
LEVEL 4 PROBATIONARY			
LEVEL 4			
LEAD HAND LEVEL 4			
LEVEL 5			
LEVEL 5 PROBATIONARY			
LEAD HAND LEVEL 5			
LEVEL 6 PROBATIONARY			
LEVEL 6			
LEAD HAND LEVEL 6			
LEVEL 7 PROBATIONARY			
LEVEL 7			
LEAD HAND LEVEL 7			
LEVEL 8 PROBATIONARY			
LEVEL 8			
LEAD HAND LEVEL 8			
LEVEL 9 PROBATIONARY			
LEVEL 9			
LEAD HAND LEVEL 9			
LEVEL 10 PROBATIONARY			
LEVEL 10			
LEAD HAND LEVEL 10			

ADL

LEVEL 11 PROBATIONARY
LEVELL 11
LEAD HAND LEVEL 11

LEVEL 12 PROBATIONARY
LEVEL 12
LEAD HAND LEVEL 12

LEVEL 13 PROBATIONARY
LEVEL 13
LEAD HAND LEVEL 13



NB I - The Contractor will comply with the wage rates, the terms and conditions of employment prescribed by an award, workplace agreement, industrial agreement, code, law or other requirement applicable to the services. As a Transport Canada licensed Seafarer Recruitment and Placement Services (SRPS) provider, all services provided by the Contractor will be Maritime Labour Convention 2006 (MLC 2006) compliant.

NB II - Scales reflect inclusion of all Canadian burdens (Statutory Holidays, Vacation Pay, Canada Pension Plan, Employment Insurance, Workers Safety Compensation Commission (WSCC) Province of Northwest Territories/Nunavut), Employee Sun Life Insurance benefits cost shared [redacted] between Employer/Employee (Short Term Disability, Accidental Death & Dismemberment, Life, Dependent Life, Employee Assistance Program (EAP), Extended Health, Vision, and Dental Care). On successful completion of the 2018 Western Arctic Sealift and subsequent layoff, the Employee will be eligible to receive all of the registered Sun Life benefits but with [redacted] of the Sun Life premiums paid by the Employer. This shoulder season coverage will apply from November 2018 to April 2019. Rates are inclusive of Northwest Territories Hay River bi-weekly Northern Living Allowance. The Northern Allowance payable to all PSAC/ORSI employees will be payable every fourteen (14) days at a rate of [redacted]. Rates are inclusive of our fee for recruitment, mobilization, payroll and administrative services. Rates are inclusive of current Transport Canada medical, current Marine Basic First Aid, and current WHMIS certificates.

NB III - Day rates quoted are in compliance with Canada Labour Code. Any overtime hours must be pre-approved by the Site Supervisor or designate.

NB IV - [redacted]

NB V - [redacted]

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SCHEDULE A - APPENDIX A9

ATTACHMENT 5

GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)
ALL INCLUSIVE CANADIAN DOLLAR (CAD) HOURLY NIGHT SHIFT AND WEEKEND PREMIUM RATES
APPLICABLE TO PROVISION OF QUALIFIED SHORE BASED PERSONNEL IN SUPPORT OF SHIPYARD AND
FREIGHT FORWARDING FACILITIES AT HAY RIVER NWT, AS WELL AS MARINE BASES AT NORMAN WELLS,
INUVIK AND TUKTOYAKTUK, NWT UTILIZING PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) COMMENCING
2ND QUARTER 2018
REVISED APRIL 1, 2018

	NIGHT SHIFT PREMIUM	WEEKEND TIME ½ PREMIUM	WEEKEND DOUBLE TIME PREMIUM
LEVEL 1 PROBATIONARY LEVEL 1 LEAD HAND LEVEL 1			
LEVEL 2 PROBATIONARY LEVEL 2 LEAD HAND LEVEL 1			
LEVEL 3 PROBATIONARY LEVEL 3 LEAD HAND LEVEL 1			
LEVEL 4 PROBATIONARY LEVEL 4 LEAD HAND LEVEL 1			
LEVEL 5 PROBATIONARY LEVEL 5 LEAD HAND LEVEL 1			
LEVEL 6 PROBATIONARY LEVEL 6 LEAD HAND LEVEL 1			
LEVEL 7 PROBATIONARY LEVEL 7 LEAD HAND LEVEL 1			
LEVEL 8 PROBATIONARY LEVEL 8 LEAD HAND LEVEL 1			
LEVEL 9 PROBATIONARY LEVEL 9 LEAD HAND LEVEL 1			
LEVEL 10 PROBATIONARY LEVEL 10 LEAD HAND LEVEL 1			

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LEVEL 11 PROBATIONARY
LEVEL 11
LEAD HAND LEVEL 1

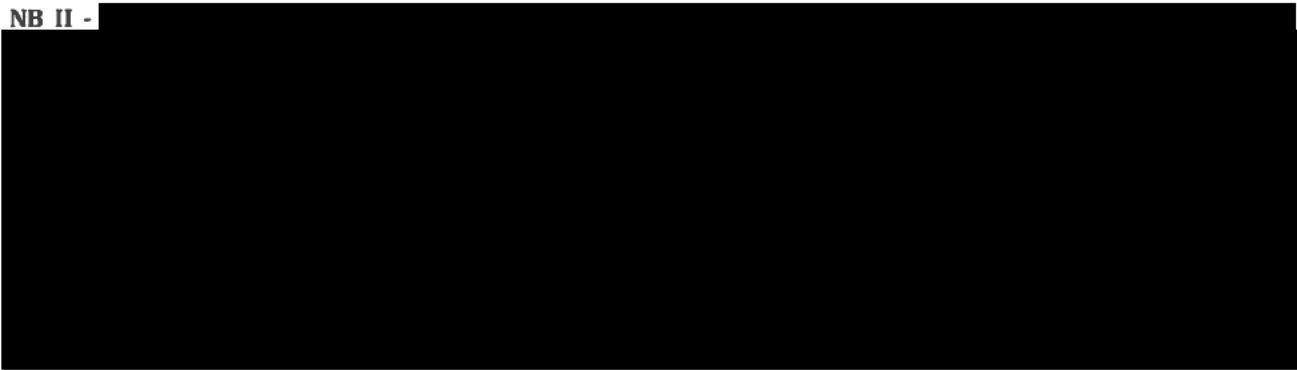
LEVEL 12 PROBATIONARY
LEVEL 12
LEAD HAND LEVEL 1

LEVEL 13 PROBATIONARY
LEVEL 13
LEAD HAND LEVEL 1



NB I - The Contractor will comply with the wage rates, the terms and conditions of employment prescribed by an award, workplace agreement, industrial agreement, code, law or other requirement applicable to the services. As a Transport Canada licensed Seafarer Recruitment and Placement Services (SRPS) provider, all services provided by the Contractor will be Maritime Labour Convention 2006 (MLC 2006) compliant.

NB II -



NB III - Day rates quoted are in compliance with Canada Labour Code. Any overtime hours must be pre-approved by the Site Supervisor or designate.

NB IV -



NB V - As the Government Northwest Territories/Nunavut is exempt from General Sales Tax (GST) of five percent (5%), there will be no General Sales Tax (GST) applied.

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SCHEDULE A - APPENDIX A9

ATTACHMENT 6

GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)
ALL INCLUSIVE CANADIAN DOLLAR (CAD) HOURLY RATES APPLICABLE TO PROVISION OF CANADIAN
UNLICENSED MARINE CREW IN SUPPORT OF SEALIFT OPERATIONS WITHIN THE PORT OF HAY RIVER NWT,
MACKENZIE RIVER WATERSHED, BEAUFORT REGION AND NUNAVUT UTILIZING SEAFARER'S INTERNATIONAL
UNION (SIU) HOURLY RATES IN EFFECT FOR NOW DEFUNCT NTCL OPERATIONS COMMENCING 2ND QUARTER
2018

	REG HOURLY	TIME ½ RATE	DOUBLE TIME
DECKHAND CERTIFIED			
DECKHAND CERTIFIED CARGO RATE			
DECKHAND NON-CERTIFIED			
DECKHAND PROBATIONARY			
PUMPMAN			
PUMPMAN PROBATIONARY			
MECHANICAL ASSISTANT			
MECHANICAL ASSISTANT PROBATIONARY			
COOK I			
COOK I PROBATIONARY			
COOK II			
COOK II PROBATIONARY			
MESSPERSON			
MESSPERSON PROBATIONARY			

NB I - The Contractor will comply with the wage rates, the terms and conditions of employment prescribed by an award, workplace agreement, industrial agreement, code, law or other requirement applicable to the services. As a Transport Canada licensed Seafarer Recruitment and Placement Services (SRPS) provider, all services provided by the Contractor will be Maritime Labour Convention 2006 (MLC 2006) compliant.

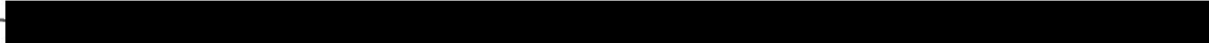
NB II - Scales reflect inclusion of all Canadian burdens (Statutory Holidays, Vacation Pay, Canada Pension Plan, Employment Insurance, Workers Safety Compensation Commission (WSCC) Northwest Territories/Nunavut), plus Employer contributed SIU [redacted] medical fund. Rates are inclusive of our fee for recruitment, mobilization, payroll and administrative services. Rates are inclusive of current Transport Canada medical, current Marine Basic First Aid, and current WHMIS certificates. Rates are inclusive of all required unlimited STCW '95 Transport Canada Certificate of Competencies (COC's) for all ratings or alternatively STCW 2010 Marine Emergency Duties Basic Safety and Proficiency of Survival Craft certificate (COP). Rates are also inclusive of a valid STCW 95 Marine Emergency Duties (MED) A, B1, B2 certificates for all hands. Day rates include compliance with vessel flag authorities Maritime Labour Convention 2006 (MLC-2006) requirements including Seafarer Abandonment insurance.

NB III - Day rates quoted are in compliance with Canada Labour Code, Part III, East Coast and Great Lakes Shipping Employees Hours of Work Regulations, 1985. Any overtime hours must be pre-approved by the Master or his designate.

NB IV - [redacted]



NB V -



NB VI - As the Government Northwest Territories/Nunavut is exempt from General Sales Tax (GST) of five percent (5%), there will be no General Sales Tax (GST) applied.

AJC

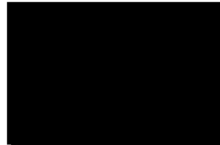
SCHEDULE A - APPENDIX A9

ATTACHMENT 7

**GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)
ALL INCLUSIVE CANADIAN DOLLAR (CAD) DAILY RATES APPLICABLE TO PROVISION OF CANADIAN SENIOR
RIVER NAVIGATORS IN SUPPORT OF SEALIFT OPERATIONS WITHIN THE PORT OF HAY RIVER NWT,
MACKENZIE RIVER WATERSHED, BEAUFORT REGION AND NUNAVUT UTILIZING SEAFARER'S INTERNATIONAL
UNION (SIU) MONTHLY RATES IN EFFECT FOR NOW DEFUNCT NTCL OPERATIONS COMMENCING 2ND QUARTER
2018**

*SENIOR RIVER NAVIGATOR

SENIOR RIVER NAVIGATOR
(NON-ELIGIBILITY CPP)



NB I - The Contractor will comply with the wage rates, the terms and conditions of employment prescribed by an award, workplace agreement, industrial agreement, code, law or other requirement applicable to the services. As a Transport Canada licensed Seafarer Recruitment and Placement Services (SRPS) provider, all services provided by the Contractor will be Maritime Labour Convention 2006 (MLC 2006) compliant.

NB II - Scales reflect inclusion of all Canadian burdens (Statutory Holidays, Vacation Pay, *Canada Pension Plan, Employment Insurance, Workers Safety Compensation Commission (WSCC) Northwest Territories/Nunavut), plus Employer contributed [redacted] day medical fund. Rates are inclusive of our fee for recruitment, mobilization, payroll and administrative services. Rates include compliance with vessel flag authorities Maritime Labour Convention 2006 (MLC-2006) requirements including seafarer abandonment insurance.

NB III - Day rates quoted are in compliance with Canada Labour Code, Part III, East Coast and Great Lakes Shipping Employees Hours of Work Regulations, 1985. Any overtime hours must be pre-approved by the Master or his designate.

NB IV -

NB V -

NB V - As the Government Northwest Territories/Nunavut is exempt from General Sales Tax (GST) of five percent (5%), there will be no General Sales Tax (GST) applied.

A7C

SCHEDULE A - APPENDIX A9

ATTACHMENT 8

**GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)
ALL INCLUSIVE CANADIAN DOLLAR (CAD) MONTHLY SALARY
PROVISION OF SERVICES OF [REDACTED]
IN SUPPORT OF WESTERN ARCTIC 2018 SEALIFT OPERATIONS
EFFECTIVE FROM APRIL 1, 2018 TO APRIL 30, 2019**

The Contractor will invoice Marine Transportation Services (MTS) for the calendar months of May 1, 2018 until October 31, 2018 at an all-inclusive monthly rate of [REDACTED]

The Contractor will invoice Marine Transportation Services (MTS) for the calendar months of January 1, 2018 to April 30, 2018 as well as calendar months of November 1, 2018 to April 30, 2019 at an all-inclusive monthly rate of [REDACTED]

NB I - Scales reflect inclusion of all applicable Canadian burdens (Statutory Holidays, Vacation Pay, Employment Insurance, and Workers' Safety & Compensation Commission (WSCC) Northwest Territories/Nunavut). Rates are inclusive of ORSI's fee for recruitment, mobilization, payroll and administrative services.

NB II - Salary covers all hours of work per calendar day as deemed necessary by operations.

NB III - [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ADL

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **All travel must be pre-approved by the Director, Marine Transportation Services.**

- [REDACTED]

- [REDACTED]

NB IV – As the Government Northwest Territories/Nunavut is exempt from General Sales Tax (GST) of five percent (5%), there will be no General Sales Tax (GST) applied.

SCHEDULE A - APPENDIX A9

ATTACHMENT 9

**GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)
ALL INCLUSIVE CANADIAN DOLLAR (CAD) MONTHLY SALARY FOR
PROVISION OF SERVICES FOR TECHNICAL/ENGINEERING**
[REDACTED]
**EFFECTIVE UPON REHIRE ON OR ABOUT MAY 2018
SALARY INCREASE REVISED AUGUST 1, 2018**

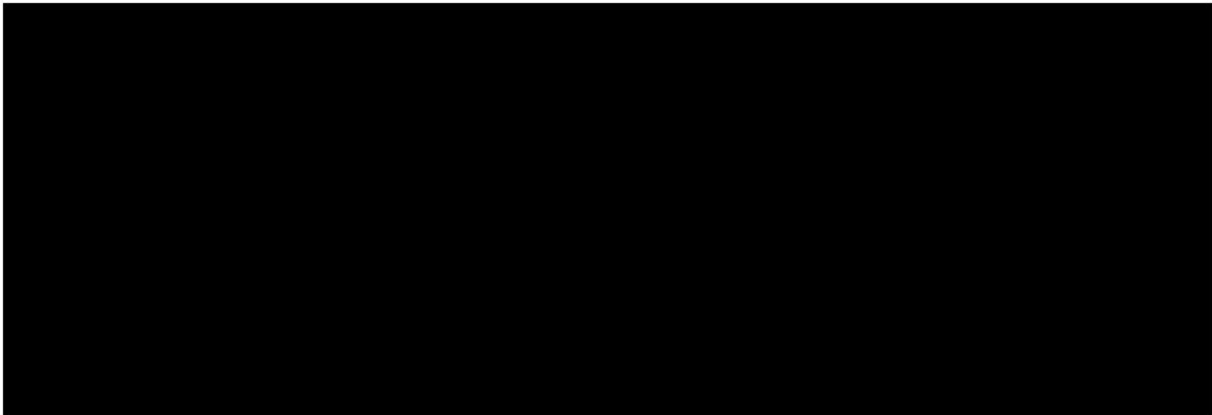
All-inclusive monthly salary [REDACTED] of [REDACTED]
[REDACTED] plus burdens, plus [REDACTED]

- *CPP & EI Maximums \$20, 213.00 Month*

NB I - Scales reflect inclusion of all Canadian burdens (Statutory Holidays, Vacation Pay, Canada Pension Plan, Employment Insurance, and Worker's Safety Compensation Commission (WSCC) Province of Northwest Territories/Nunavut), Employee benefits costs (Short and Long Term Disability, Accidental Death & Dismemberment, Life, Dependent Life, Employee Assistance Program (EAP), Extended Health, Vision, and Dental Care). Rates are inclusive of our fee for recruitment, mobilization, payroll and administrative services.

NB II - Salary covers all hours of work per calendar day as deemed necessary by operations.

NB III - Terms and conditions include:



NB IV - As the Government Northwest Territories/Nunavut is exempt from General Sales Tax (GST) of five percent (5%), there will be no General Sales Tax (GST) applied.

AJC

SCHEDULE A - APPENDIX A9

ATTACHMENT 10

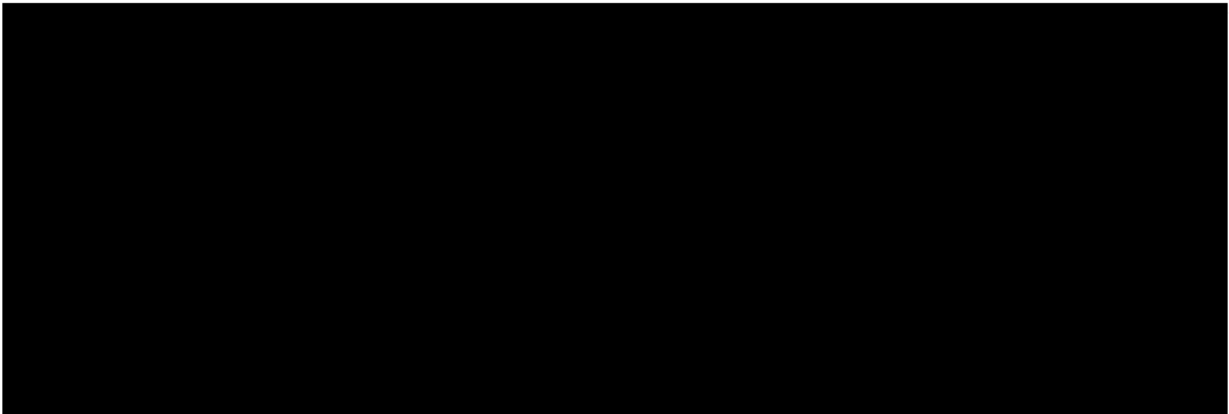
**GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)
ALL INCLUSIVE CANADIAN DOLLAR (CAD) MONTHLY SALARY FOR
PROVISION OF SERVICES FOR [REDACTED]
EFFECTIVE UPON HIRE ON OR ABOUT MAY 2018**

All-inclusive monthly salary [REDACTED] of [REDACTED] plus burdens [REDACTED]

NB I - Scales reflect inclusion of all Canadian burdens (Statutory Holidays, Vacation Pay, Canada Pension Plan, Employment Insurance, and Worker's Safety Compensation Commission (WSCC) Province of Northwest Territories/Nunavut), Employee benefits costs (Short and Long Term Disability, Accidental Death & Dismemberment, Life, Dependent Life, Employee Assistance Program (EAP), Extended Health, Vision, and Dental Care). Rates are inclusive of our fee for recruitment, mobilization, payroll and administrative services.

NB II - Salary covers all hours of work per calendar day as deemed necessary by operations.

NB III - Terms and conditions include:



NB IV - As the Government Northwest Territories/Nunavut is exempt from General Sales Tax (GST) of five percent (5%), there will be no General Sales Tax (GST) applied.

AJC

SCHEDULE A – APPENDIX A9

ATTACHMENT 11

GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT)
ALL INCLUSIVE CANADIAN DOLLAR (CAD) MONTHLY SALARY FOR
PROVISION OF SERVICES FOR [REDACTED]
EFFECTIVE APRIL 1, 2018

All-inclusive monthly salary [REDACTED] of [REDACTED]
[REDACTED] plus burdens, plus [REDACTED]

NB I - Scales reflect inclusion of all Canadian burdens (Statutory Holidays, Vacation Pay, Canada Pension Plan, Employment Insurance, and Worker's Safety Compensation Commission (WSCC) Province of Northwest Territories/Nunavut), Employee benefits costs (Short and Long Term Disability, Accidental Death & Dismemberment, Life, Dependent Life, Employee Assistance Program (EAP), Extended Health, Vision, and Dental Care). Rates are inclusive of our fee for recruitment, mobilization, payroll and administrative services.

NB II - Salary covers all hours of work per calendar day as deemed necessary by operations.

NB III - Terms and conditions include:

[REDACTED]

NB IV - As the Government Northwest Territories/Nunavut is exempt from General Sales Tax (GST) of five percent (5%), there will be no General Sales Tax (GST) applied.

ADL

Schedule B Fees and Expenses

1. FEES:

The GNWT will pay Contractor [biweekly/monthly] an amount equal to:

- a. the gross wages of the Personnel employed in accordance with this Agreement,
- b. the amount of all statutory or contractual period deductions payable in respect of the Personnel having accrued during the relevant Billing Period, as hereinafter defined;
- c. a commission of [REDACTED] on the amounts in a. and b. above, as Contractor's fee for carrying out the Services. Any changes in the Fees payable hereunder will only be effective upon the mutual agreement of both parties and following the issuance of a revised and countersigned fee Schedule hereunder.

2. EXPENSES:

Expenses:

The GNWT shall pay Contractor amounts for approved travel, including airfare and ground transportation, accommodation [and meal expenses] for:

- a. Travel, necessary to mobilize or demobilize Personnel from/to their personal residences in Canada to the GNWT Vessel sites at any of Hay River, NWT, Port of Inuvik or Port of Tuktoyaktuk;
- b. travel related to delayed reporting that is beyond the control of the Contractor or Contractor Personnel to GNWT work sites or Vessels, crew change points for ultimate transport to GNWT Vessels or work sites; and
- c. safety apparel, including the following personal protective equipment, all as more particularly described in Schedule A, Appendix A7 hereto:
 - i. 1 pair of Canadian Standard Association (CSA) steel toe work boots;
 - ii. 1 CSA approved hardhat;
 - iii. 1 or 2 pairs of fire retardant coveralls;
 - iv. 1 pair of safety glasses, whether prescribed or not;
 - v. 1 set of approved raingear; and
 - vi. A supply of work gloves,

together with a commission of [REDACTED] of such amounts, but specifically excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

The GNWT shall reimburse the Contractor for costs expended (without additional mark-up) for tuition and travel and accommodation related to the attendance by Personnel at all approved and required training and certification courses or procedures.

ATC

3. STATEMENTS OF ACCOUNT:

Statements of Account:

In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the 15th day and a period from and including the 15th day of a month to and including the last day of the month (each a "Billing Period"), the Contractor must deliver to the GNWT on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the GNWT containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day by each and every Personnel during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the GNWT in relation to the Services for the Billing Period;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the GNWT.

4. INVOICING

Invoices for fees and approved expenses shall be submitted on the last day of the month in which the Services were provided by the Contractor along with all required supporting documentation.

5. PAYMENTS DUE:

Payment of all undisputed fees and approved expenses shall be made by the GNWT to the Contractor's designated bank account within thirty (30) days after each such original invoice is received by the GNWT. Invoices (supported by the necessary information, including on board or at site approved Contractor timesheets, original receipts for approved expenses) must include calculated taxes, where applicable.

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**Schedule C
Approved Subcontractor(s)**

Not applicable

ADC

Schedule D Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the GNWT:
 - (a) Commercial General Liability in an amount not less than \$10,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the GNWT as an additional insured,
 - (ii) be endorsed to provide the GNWT with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
 - (b) Employers Liability Insurance with an aggregate limit of not less than \$10,000,000.00 inclusive per occurrence;
 - (c) Employer/Employee Benefits Insurance;
 - (d) Seafarer Abandonment Insurance in accordance with the Maritime Labour Convention 2006 (MLC2006); and
 - (e) Professional Liability (Errors and Omissions Liability) Insurance in an amount not less than \$5,000,000.00, either evidenced by endorsement or stand-alone coverage, to cover claims arising out of the rendering of or failure to render any professional service under this Agreement.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the GNWT.
3. The Contractor must provide the GNWT with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the GNWT evidence of all required insurance in the form of a completed Certificate of Insurance that is from an insurer able to conduct business in Canada and that is acceptable to the GNWT;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the GNWT within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Certificate of Insurance that is from an insurer able to conduct business in Canada and that is acceptable to the GNWT; and
 - (c) despite paragraph (a) or (b) above, if requested by the GNWT at any time, the Contractor must provide to the GNWT certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion. The Contractor shall be responsible for any deductibles in respect to the aforementioned insurance policies.
5. The GNWT shall provide the following insurances for the benefits of the GNWT and Contractor:
 1. Hull and Machinery Insurance on all vessels utilized in the work contemplated by this Agreement.
 2. Property loss and damage coverage on all equipment and facilities of the GNWT utilized in this Agreement.
 3. Protection and Indemnity cover on each of its vessels utilized in this Agreement.

ADC

CSIO		CERTIFICATE OF INSURANCE			DATE (Y/M/D)	
BROKER Cal LeGrow Insurance Ltd. 189 Higgins Line St. John's NL A1B 4N4		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			18/02/21	
BROKER'S CLIENT ID: OFFSH-3		COMPANIES AFFORDING COVERAGE COMPANY A Northbridge General				
INSURED'S FULL NAME AND MAILING ADDRESS Offshore Recruiting Services Inc. 30 Queen's Road St. John's NL A1C 1B5		COMPANY B COMPANY C COMPANY D				
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, conditions and conditions of each policy.						
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (Y/M/D)	POLICY EXPIRATION DATE (Y/M/D)	LIMITS OF LIABILITY (Indicate unless noted otherwise)	
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETE OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	A	8808910 91	17/07/20	18/07/20	EACH OCCURRENCE \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 PERSONAL INJURY \$ 10,000,000 TENANT'S LEGAL LIABILITY \$ 2,000,000 MED EXP (Per one person) \$ 25,000 NON-OWNED AUTO \$ 1,000,000 OPTIONAL POLLUTION LIABILITY EXTENSION \$ (Per Occurrence) \$ (Aggregate) \$	
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> LEASED AUTOMOBILES <small>* ALL AUTOMOBILES LISTED BY SECTION OF INSURANCE ENDORSEMENT TO POLICY OR POLICY ENDORSEMENT</small>	A	8808910 80	17/07/20	18/07/20	BODILY INJURY / PROPERTY DAMAGE COMBINED \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					EACH OCCURRENCE \$ AGGREGATE \$	
OTHER LIABILITY (SPECIFY)						
ADDITIONAL INSURED Government of the Northwest Territories Department of Infrastructure 5009 45th Street 2nd Floor Stuart Hodges Bldg. Yellowknife NW X1A 2L9			DESCRIPTION OF OPERATIONS/LOCATION/AUTOMOBILE/SPECIAL TEST Covering Operations of Named Insured. Policy Subject to a Waiver of Exclusion. Coverage Territory is Extended to include International Waters.			
CERTIFICATE HOLDER Government of the Northwest Territories Department of Infrastructure 5009 45th Street 2nd Floor Stuart Hodges Bldg. Yellowknife NW X1A 2L9			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
SIGNATURE OF AUTHORIZED REPRESENTATIVE			PRINT NAME INCLUDING POSITION HELD			
[Redacted Signature]			[Redacted Name] Commercial Account Manager			
FAX NUMBER		EMAIL ADDRESS		COMPANY		DATE
709-576-1238		[Redacted Email]@callegrow.com		[Redacted Company]		18/02/21
CSIO CERT (200)						

AJK

**CERTIFICATE
OF SEAFARER
ABANDONMENT
INSURANCE**



Certificate No: CSASP435

Policy No: BRITCSSAC 170629

THIS IS TO CERTIFY that this insurance certificate covers Seafarers repatriation and payment of outstanding remuneration in case of abandonment. This insurance cover complies with the requirements of the Maritime Labour Convention 2006 relating to financial security.

Name of Ship(s): Various

Maximum Number of Insured Seafarers: Not exceeding 150 seafarers to be placed during the period of cover.

Policy Limit: USD 600,000 in the aggregate.

Name and address of Employer/Agent: Offshore Recruiting Services Inc. (ORSI) 30 Queen's Road St. John's NL Canada A1C 2A5

Provider of insurance: Lloyds of London

Place of business of insurance Provider: London, UK.

Policy Period:

From: 25 October 2017

To: 24 October 2018

Both days inclusive at the address of the policy holder.

Issued by: Seacurus Limited on behalf of insurers under contract number: B1921YA000150R

Issued at: Gateshead, United Kingdom

Date issued: 31-Oct-2017



In the event of a claim which may be covered by the above policy, the Insured Seafarer should notify the claim by contacting the dedicated claims support service.

Claims Handlers - Thomas Miller Claims

Tel: +44 (0)1661 822 904 Email: enquiries@thomasmlerclaims.com

AKK



MISCELLANEOUS PROFESSIONAL LIABILITY
INSURANCE POLICY

DECLARATIONS

Policy No.: HPL1000256

Prior Policy No.: New

- Item 1. Name and Address of the Named Insured:
Offshore Recruiting Services Inc
33 Queens Road
St John's NL A1C 2A5
Canada
- Item 2. Policy Period: From December 24, 2015 to December 24, 2016
12 01 a.m. standard time at the address stated in Item 1.
- Item 3. Limit of Liability: \$5,000,000.00 Per Claim
for Coverages A and B (including Claim Expenses)
\$5,000,000.00 Aggregate Limit of Liability each Policy Period
for Coverages A and B (including Claim Expenses)
- Item 4. Deductible: \$5,000.00 Per Claim
- Item 5. Insured's Professional Capacity: Employment Placement Agencies
- Item 6. Retroactive Date: December 24, 2015
- Item 7. Discovery Period:
(A) Additional Premium: 100%
(B) Additional Period: 1 year
- Item 8. Endorsements Attached at Issuance: No. 1, No. 2, No. 3, No. 4

These Declarations along with the completed and signed Application and the Policy with endorsements, if any, shall constitute the entire contract between the Corporation, the Insureds and Trisura Guarantee Insurance Company.

In witness whereof, the Insurer has caused this Policy to be signed by its authorized officer:

TRISURA GUARANTEE INSURANCE COMPANY

Michael George
President & CEO

**THIS IS A CLAIMS MADE POLICY WITH CLAIMS EXPENSES INCLUDED
IN THE LIMIT OF LIABILITY - PLEASE READ CAREFULLY**

EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD.

ADL

Schedule E Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) **"access"** means disclosure by the provision of access;
 - (b) **"Act"** means the *Access to Information and Protection of Privacy Act*;
 - (c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the GNWT and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and
 - (e) **"privacy course"** means the GNWT's "Access to Information and Protection of Privacy" course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the GNWT to comply with the GNWT's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the GNWT otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the GNWT otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the GNWT otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the GNWT to answer questions about the Contractor's collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

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Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the GNWT to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the GNWT, the Contractor must promptly advise the person to make the request to the GNWT unless the Agreement expressly requires the Contractor to provide such access and, if the GNWT has advised the Contractor of the name or title and contact information of an official of the GNWT to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the GNWT to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the GNWT must advise the Contractor of the date the correction request to which the direction relates was received by the GNWT in order that the Contractor may comply with section 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the GNWT, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than the GNWT, the Contractor must promptly advise the person to make the request to the GNWT and, if the GNWT has advised the Contractor of the name or title and contact information of an official of the GNWT to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the GNWT otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the GNWT in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the GNWT otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the GNWT otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the GNWT if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the GNWT otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 26 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the GNWT and, in so doing, provide the information described in section 26 of the Act. .

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 26 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the GNWT.

Inspection of personal information

22. In addition to any other rights of inspection the GNWT may have under the Agreement or under statute, the GNWT may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the GNWT under this Schedule.

24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the GNWT of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the GNWT may have under the Agreement or otherwise at law, the GNWT may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the GNWT under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F Additional Terms

Exclusivity/Non-Solicitation

Unless agreed to in writing by the GNWT, the Contractor shall not, during the Term and for two months thereafter, solicit, seek to hire or hire directly or indirectly any employee, Subcontractor or consultant of the GNWT, nor directly or indirectly induce any GNWT employee or consultant to terminate their relationship with the GNWT.

Unless agreed to in writing by the Contractor, the GNWT shall not, during the Term and for two months thereafter, solicit, seek to hire or hire directly or indirectly any of the Personnel or any other employees, subcontractors or consultants of the Contractor, nor directly or indirectly induce any of them to terminate their relationship with the Contractor.

Limit of Liability/Consequential Damages

Notwithstanding any other provision of this Agreement, the liability of the Contractor for any breach, non-observance or non-compliance with this Agreement in the provision of the Services, for the actions or inactions or omissions of the Personnel or otherwise, howsoever arising, shall be limited to the obligation and cost of complying upon written notice thereof from the GNWT, where compliance is still reasonably possible. In any event the maximum liability of the Contractor directly and indirectly shall be up to but not exceeding the net value to the Contractor of the applicable Schedules [TBD] day rates and hourly rates. For the avoidance of any doubt, no maximum level of liability shall be applied to any obligation of Contractor arising from the provisions of Articles 9 and the liability for and payment of taxes set out in Schedule A of this Agreement.

Neither party to this Agreement shall be liable for indirect, incidental, special or consequential damages or damages for lost profits or revenues of the other party hereto or of the GNWT's client or third parties contracting with the GNWT or the Contractor, as applicable, arising from or relating to the performance or non-performance of the other party's obligations under this Agreement or for any action, omission or breach of this Agreement or howsoever such damages or loss may be caused or arise. Without limitation of article 9 of this Agreement, each party will indemnify and save harmless the other party hereto, and its directors, officers and employees, from and against any such claim arising from a third party acting through or pursuant to contractual or other arrangements with that party.

Limitation Periods

No action, regardless of form or basis, arising out of this Agreement or the provision of Services hereunder may be brought by either party against the other more than six (6) years after the cause of action has arisen.

Recruiting Fees and Operational Guidelines of the Contractor

The Contractor shall not charge seafarers for recruitment and placement services.

The Contractor shall have procedures in place to ensure that:

- a. Seafarers are employed irrespective of age, sex, religion or race, but must meet the qualifications of the job as defined by the ship owner and/ or its client;
- b. Seafarers are provided information on medical fitness and competency requirements as applicable;

- c. Seafarer's concerns regarding their activities are reviewed and addressed within seven (7) calendar days of receipt of complaint;
- d. Seafarers are compensated (via insurance or equivalent) for monetary loss incurred as a result of Contractor's failure to fulfill its wage and benefits obligations to the seafarer;
- e. Seafarers are advised of any particular conditions, rules and policies applicable to the job for which they are engaged and of policies relating to their period of engagement;
- f. Seafarers are provided with a copy of their employment agreement and the on-board complaint procedure and have been informed of their rights before signing (Such as ability to review, examine and seek advice on the agreement prior to signing);

**Schedule G
Vessels**

Vessels	Official No.	IMO No.
M.V. Edgar Kotokak	347537	8883989
M.V. Henry Christoffersen	347544	8845559
M.V. Kelly Ovayuak	347535	8845561
M.V. Nunakput	331298	7003556
M.V. Pisurayak Kootook	330880	8845547
M.V. Vic Ingraham	344735	8635241
M.V. Jock McNiven	347538	8635239
M.V. Pat Lyall	330881	7622326
M.V. Kakisa	347536	N/A

ADC

Schedule H Certificates

- (1) Workers Safety Compensation Commission (WSCC) of the Northwest Territories and employee insurance coverage for loss of earning as a result of occupational injury or death herein attached.
- (2) Employers Liability Insurance as per the Certificate of Insurance herein attached
- (3) Employer/Employee Benefits as per the Sun Life Insurance Policy #101560 certificate herein attached.
- (4) Transport Canada Seafarer Recruitment and Placement Service (SRPS) license 2013-N004, certificate herein attached
- (5) Certificate of Seafarer Abandonment Insurance Certificate # CSASP435 issued October 31, 2017. This Bank guarantee held in trust for each individual employee, in the amount of \$600,000.00 USD in the event of the Contractor defaulting in the payment of legitimate wages or defaulting in repatriation of individual employee from their vessel to their domestic residence - certificate herein attached.

ASC



2018-01-15

DEPARTMENT OF RENEWABLE RESOURCES
1099 GOVERNMENT OF THE NORTHWEST TERRITORIES
Department of Finance Bag Service 1511
Yellowknife NT X1A-2R3

Letter of Good Standing

Account: 25043 OFFSHORE RECRUITING SERVICES INC
Account Trade Name: ORSI
Contract/Project No.: GNWT/ORSI
Contract Value: \$271,800.00 for Labour,
Contract Details: Providing skilled and certified marine and operational personnel in the operations of tugs and barges as well as managing the operations of the Hay River terminal as well as operational dry bulk and liquid cargo depots at Norman Wells, Inuvik and Tuktoyaktuk for 2018 Western Seal's Operations.
Contract Dates: January 1, 2018 - December 31, 2018

OFFSHORE RECRUITING SERVICES INC is registered with the Workers' Safety and Compensation Commission (WSCC) of the Northwest Territories and Nunavut and is in good standing.

When the contract is complete, please request a Final Clearance Letter before releasing final payment.

This letter does not reflect the status of any legislative requirements under the Safety Act

The Workers' Safety and Compensation Commission is committed to service excellence. Share your suggestions with our President on how to serve you better. Please call 867-920-3888, toll free 1-800-661-0792, or email feedback@wscce.ca

Sincerely,

[Redacted Signature]
Assessment Representative

CC OFFSHORE RECRUITING SERVICES INC

Box 888 • Yellowknife, NT X1A 2R3 • Telephone: (867) 920-3888 • Toll free: 1-800-661-0792 • Fax: (867) 873-4598 • Toll free fax: 1-866-271-3888
Box 661 • Yellowknife, NT X1A 2R3 • Telephone: (867) 920-3888 • Toll free: 1-800-661-0792 • Fax: (867) 873-4598 • Toll free fax: 1-866-873-4598
www.wscce.ca • 867-920-3888

www.wscce.ca

ADJ

CSIO		CERTIFICATE OF INSURANCE			DATE (YYMMDD) 18/02/21		
INSURER Cal LeGrow Insurance Ltd. 188 Higgins Lane St. John's NL A1B 4N4				This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
INSURER'S CLIENT ID: OFFSH-3				COMPANIES AFFORDING COVERAGE COMPANY A Northbridge General			
INSURER'S FULL NAME AND MAILING ADDRESS Offshore Recruiting Services Inc. 30 Queen's Road St. John's NL A1C 1B5				COMPANY B COMPANY C COMPANY D			
COVERAGES							
This is to certify that the policies of insurance listed below have been issued to the insured named herein for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or any parties. The insurance afforded by the policies described herein is subject to all the terms, conditions and conditions of each policy.							
LISTS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYMMDD)	POLICY EXPIRATION DATE (YYMMDD)	LIMITS OF LIABILITY (Consolidation unless indicated otherwise)		
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS RELATED TO COMPLETE OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	A	000010 01	17/07/20	10/07/20	EACH OCCURRENCE	\$ 10,000,000	
						GENERAL AGGREGATE	\$ 15,000,000
						PRODUCTS - COMPROP AGG	\$ 10,000,000
						PERSONAL INJURY	\$ 10,000,000
						TENANT'S LEGAL LIABILITY	\$ 2,000,000
						MED EXP (Per person/accident)	\$ 25,000
						NON-OWNED AUTO	\$ 0,000,000
						OPTIONAL POLLUTION LIABILITY EXTENSION	\$
						(Per Occurrence)	\$
						(Aggregate)	\$
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> LEASED AUTOMOBILES	A	000010 00	17/07/20	10/07/20	BODILY INJURY PROPERTY DAMAGE (Per person)	\$ 5,000,000	
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE	\$
*ALL AUTOMOBILES LISTED IN SECTION OF ENDORSEMENT THIS POLICY ARE SUBJECT TO POLICY ENDORSEMENT							
<input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$			
<input type="checkbox"/> OTHER LIABILITY (SPECIFY)							
ADDITIONAL NAMED Government of the Northwest Territories Department of Infrastructure 5009 46th Street 2nd Floor Stuart Hodges Bldg. Yellowknife NW X1A 2L9				Description of OPERATIONS, LOCATIONS, AUTOMOBILES AND SPECIAL RISK Covering Operations of Named Insured. Policy Subject to a Watercraft Extension. Coverage Territory is Extended to include International Waters.			
CERTIFICATE HOLDER Government of the Northwest Territories Department of Infrastructure 5009 46th Street 2nd Floor Stuart Hodges Bldg. Yellowknife NW X1A 2L9				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
SIGNATURE OF AUTHORIZED REPRESENTATIVE				PRINT NAME (INCLUDING POSITION HELD) Commercial Account Manager			
FAX Number 709-576-1238		EMAIL ADDRESS @callegrow.com		COMPANY [Redacted]		DATE 18/02/21	
CSIO CERT (SIC)							

ADL



your **group**
benefits

O'Callaghan Holdings Ltd.

Permanent Seasonal Personnel of Hay River

Contract Number 101560
Effective April 19, 2017
Issued June 23, 2017

AJC



Transport Canada / Transports Canada

SEAFARER RECRUITMENT AND PLACEMENT SERVICE LICENCE



LICENCE DE SERVICE DE RECRUTMENT ET DE PLACEMENT DES GENS DE MER

Note: This licence shall have a valid certificate of insurance attached.

Note: La présente licence doit être accompagnée en annexe d'un certificat d'assurance valide.

LICENCE ISSUED UNDER PART 3, DIVISION 2 OF THE MARINE PERSONNEL REGULATIONS

LICENCE DÉLIVRÉ EN VERTU DES DISPOSITIONS DE LA PARTIE 3, SECTION 2 DU RÈGLEMENT SUR LE PERSONNEL MARITIME

Licence number - Numéro de licence 2013-N004		Name of company - Nom de la compagnie Offshore Recruiting Services Inc.			
Address of company - Adresse de la compagnie					
Appt no - N° app	Street no - N° civ	Street - Rue	City - Ville	Province	Postal code - Code postal
	30	Queens Road	St. John's	NL	A1C 2A5
This licence is valid until Cette licence est valide jusqu'au		10 12 2018		subject to annual verification of a certificate of insurance sous réserve d'une vérification annuelle d'un certificat d'assurance	
		Date (dd-mm-yyyy) / (jj-mm-aaaa)			
<p>THIS IS TO CERTIFY THAT the management system of the recruitment and placement services of the licensee has been established and implemented and that it complies with the requirements of Part 3, Division 2 of the Marine Personnel Regulations.</p> <p>IL EST CERTIFIÉ QUE le système de gestion des services de recrutement et de placement des gens de mer du licencié a été établi et mis en œuvre conformément aux exigences de la partie 3, section 2 du Règlement sur le personnel maritime.</p>					
<p>Note - Remarque</p> <p>This licence is valid only when supported by a valid certificate of insurance in accordance with Part 3, Division 2 of the Marine Personnel Regulations.</p> <p>Cette licence n'est valide que si elle est accompagnée d'un certificat d'assurance valide conformément aux dispositions de la partie 3, section 2 du Règlement sur le personnel maritime.</p>					
<p>11 12 2013</p> <p>Issued on (dd-mm-yyyy) / Délivré le (jj-mm-aaaa)</p>					
 Signature of authorized officer - Signature de l'agent autorisé					
					

AJC

**CERTIFICATE
OF SEAFARER
ABANDONMENT
INSURANCE**



Certificate No: CSASP435

Policy No: BRITCSSAC170629

THIS IS TO CERTIFY that this insurance certificate covers Seafarers repatriation and payment of outstanding remuneration in case of abandonment. This insurance cover complies with the requirements of the Maritime Labour Convention 2006 relating to financial security

Name of Ship(s): Various

Maximum Number of Insured Seafarers: Not exceeding 150 seafarers to be placed during the period of cover.

Policy Limit: USD 600,000 in the aggregate.

Name and address of Employer/Agent: Offshore Recruiting Services Inc. (ORSI) 30 Queen's Road St. John's NL
Canada A1C 2A5

Provider of Insurance: Lloyds of London

Place of business of Insurance Provider: London, UK.

Policy Period: From: 25 October 2017
To: 24 October 2018
Both days inclusive at the address of the policy holder.

Issued by: Seacurus Limited on behalf of Insurers under contract number: B1921YA000150R
Issued at: Gateshead, United Kingdom
Date issued: 31-Oct-2017



In the event of a claim which may be covered by the above policy, the Insured Seafarer should notify the claim by contacting the dedicated claims support service.

Claims Handlers - Thomas Miller Claims

Tel: +44 (0)1661 822 904 Email: enquiries@thomasmillercclaims.com

AJC

Schedule I Occupational Health and Safety Regulations

Government of Northwest Territories QHSE Procedures Manual – reference:

<http://www.wscn.nt.ca/documents/occupational-health-and-safety-regulations-nwt>

ADL



CONTRACT CHANGE ORDER

Reference Number	CC 457367
Date	Dec 14, 2018
Page	1 of 1

Change Order No. 1	Contract No.: EV0000001837	Project No.:
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Project Name
Recruitment Services, Marine Transportation Services

Project Location
Hay River, NT

Contractor:
Offshore Recruiting Services Inc.



Mailing Address:
30 Queen's Road St. John's, NL A1C 2A5

THE ABOVE CONTRACT IS TO BE CHANGED AS FOLLOWS:

The term of the Agreement as specified in Part 1, Schedule A, is hereby extended to December 31, 2019.

Contract amount to be <input checked="" type="radio"/> Increased by <input type="radio"/> Decreased by		Change in completion dates From Dec 31, 2018 To Dec 31, 2019	
Original Contract Amount	Total Additions	Total Deductions	Revised Contract \$0.00

Acceptance Signatures

Contractor's Authorized Signature 	Position Title	Date
Owner's Authorized Signature 	Position Title	Date



CONTRACT CHANGE ORDER

Change Order No.: 2	Contract SetID: INF01	Contract ID: 000000000000000000000000003586				
Project Name Recruitment Services, Marine Transportation Services						
Project Location Hay River, NT						
Contractor Offshore Recruiting Services Inc.						
Mailing Address 30 Queen's Road, St. John's, NL, A1C 2A5						
Contract Start Date Feb 01, 2018	Contract End Date December 31, 2018					
THE ABOVE CONTRACT IS TO BE CHANGED AS FOLLOWS:						
The Term of Agreement as specified in Part 1, Schedule A, is hereby extended to December 31, 2020						
All other terms and conditions remain unchanged.						
#	Summary	Start Date	Previous End Date	Revised End Date		
1	Contract Extension	Feb 01, 2018	Dec 31, 2018	Dec 31, 2019		
2	Contract Extension	Feb 01, 2018	Dec 31, 2019	Dec 31, 2020		

Acceptance Signatures		
Contractor's Authorized Signature 	Position Title President	Date December 23, 2019
Owner's Authorized Signature 	Position Title SR CONTRACTS ADVISOR	Date Dec 30, 2019