



NEWFOUNDLAND AND LABRADOR
BOARD OF COMMISSIONERS OF PUBLIC UTILITIES

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Chair and Chief Executive Officer
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2011 05 25

Mr. Fred Martin, P.Eng.
[REDACTED]



Dear Mr. Martin:

Re: Engineering/Technical Advisory Services

The Newfoundland and Labrador Board of Commissioners of Public Utilities is pleased to engage you as a consultant to provide required engineering and technical advisory services in relation to a reference by the Government of Newfoundland and Labrador (the "Reference") on the Muskrat Falls Power Development (the "Muskrat Falls Project"). We agree as follows:

Services

The scope of services to be provided are as follows:

- Work with the Board on the identification of and engagement of an external expert engineering firm (the "Engineering Firm") for the Reference, including preparing the Terms of Engagement for such firm.
- Perform research and analysis, as well as provide advice to the Board on a variety of technical matters related to the Muskrat Falls Project and the Reference, including the review of all technical material filed in relation to the Reference;
- Liaison with senior staff of the Engineering Firm as required;
- Work closely with Board staff, expert consultants engaged by the Board and others as required.
- Perform such other services in relation to the Reference as required by the Board.

Start Date and Term

Consulting services will be provided commencing May 20, 2011 and will continue, as requested by the Board, until the conclusion of the Reference.

Termination

The Board may terminate this engagement at any time if the Board in its sole discretion determines that the services are not being provided in accordance with the terms of this engagement or are otherwise inadequate.

In any event the Board may, for any reason at its sole discretion, terminate this engagement upon providing 30 days notice. You also may, for any reason in your sole discretion, terminate this engagement upon providing 30 days notice.

Upon termination you will prepare a status report if requested by the Board. The Board will pay a reasonable amount for the services provided up to the date of the termination and for the preparation of the status report.

Fees & Disbursements

You will invoice the Board on a bi-weekly or monthly basis for the work performed during the previous period based on an hourly fee of [REDACTED] plus HST. Every invoice and accompanying supporting documentation shall be in a format approved by the Board. The Board will pay your fees within thirty days of receipt of an invoice.

The Board will pay all reasonable expenses, such as long distance charges, incurred by you in relation to your engagement which are submitted to the Board for reimbursement with supporting documentation. The Board will not pay any expenses associated with travel unless it has given prior approval.

Limitation of Liability, Indemnification and Insurance

In no event shall the Board be liable for any bodily injury, death or property damage to you, your employees or agents or for any claim, demand or action by any third party against you, your employees, servants, officers, directors, managers, shareholders, agents, successors or assigns arising out of or in any way related to this engagement and you shall at all times indemnify, save and keep harmless the Board, its employees, servants, officers, directors, managers, shareholders, agents, successors or assigns from and against all suits, judgments, claims, demands and losses (including, without limitation, reasonable legal expenses).

Given the nature and scope of the services to be provided by you, the Board agrees that you do not have to carry professional liability insurance. In no event shall you be liable to the Board in relation to any engineering advice or opinion provided to the Board in the performance of your engagement.

You will conduct your own business and maintain your status as an independent service provider. This engagement does not create an employer-employee relationship or any agency, joint venture or partner relationship. You and your employees, servants, officers, directors, managers, shareholders, agents, successors or assigns hereby agree not to hold

yourself out as an agent, employee or partner of the Board or to make any statement or representation that it has any such authority.

You warrant that you and any other persons participating in the provision of services are duly registered as employees for purposes of the *Workplace Health Safety and Compensation Act*, RSN 1990, C. W-11.

Intellectual Property

You agree that all materials, documents, findings and electronic data, conceived, developed, produced, and the intellectual property with respect to documents, findings and electronic data (including without limitation copyrights, patents, trademarks, industrial designs, know-how and trade secrets) therein, shall be the property of the Board and shall be delivered to the Board at the termination of this engagement.

Confidentiality

You, your employees, servants, agents, successors or assigns will not, without the prior written consent of the Board, disclose to any person, firm or corporation at any time any information concerning the affairs of the Board or any information concerning or derived from this engagement.

Legislation

The Board and all contractual entities must comply with the *Management of Information Act* and the *Access to Information and Protection of Privacy Act*. The Board will perform regular reviews of its' policies in relation to this legislation which may require practice changes. You will be informed in writing of any further requirements under the legislation or Board policies.

Email

Personal or confidential information should not be placed in the body of an email. Personal or confidential information should be contained in an attachment and encrypted before sending via the internet.

Portable Storage Devices (including Laptops)

If it is necessary to store personal or confidential information on a portable storage device, written authorization must be obtained from the Board or Board's designate. Every effort must be taken including physical control, to protect the information placed on the portable storage device.

File sharing programs such as LimeWire or WinMX are not permitted on Board computers or laptops, which may contain Board information.

All portable storage devices must be password protected.

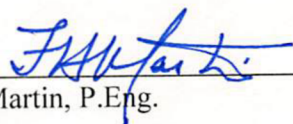
The Board looks forward to working with you throughout the term of this engagement. If the arrangements set out above are acceptable please sign and date this letter and return one original to the Board. You may retain the other original for your records.

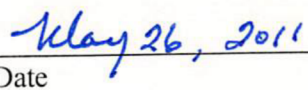
Yours truly,



Andrew Wells,
Chairperson and Chief Executive Officer.

I, Fred Martin, P.Eng., hereby agree with the terms of the engagement as set out above.



Fred Martin, P.Eng.

Date