

From: Robert Spasyouti
To: [Joe Telebar](#)
Cc: [Thieu Hue Lam](#); [Michael Kennedy](#); [David Steele](#); [Paul Hickey](#)
Subject: Lower Churchill Ring Fence
Date: Tuesday, February 23, 2016 3:22:00 PM
Attachments: [GNL Muskrat Falls Review Ring Fence Procedures - FINAL v5.pdf](#)
[image003.jpg](#)

Hi Joe,

Each of our client team members are required to comply with EY's ring fence procedures per our agreement with the Government. I have attached the Ring Fence Procedures memo, which outlines the procedures and requires execution by each team member, including yourself. Execution and compliance by each team member (listed in Schedule A) is critical to the engagement.

Please print off the final page (Schedule C) of the memo, sign and return to me via scan/email.

Please let me know if you have any questions or concerns regarding the procedures and their compliance.

Thanks,



Robert Spasyouti | Senior Consultant | Advisory Services

Ernst & Young LLP
Fortis Place, 5 Springdale Street, Suite 800, St. John's, NL A1E 0E4 Canada
Phone: +1 709 570 8236 | Cell Phone: +1 709 351 4025
EY/Comm: 1677727 | Robert.Spasyouti@ca.ey.com
LinkedIn: www.linkedin.com/in/robertspasyouti
ey.com/ca

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Ernst & Young LLP
Chartered Accountants
Ernst & Young Tower
222 Bay Street, P.O. Box 251
Toronto, Ontario M5K 1J7
Tel: 416 864 1234
Fax: 416 864 1174
ey.com/ca

Internal Memorandum – Private and Confidential

To: Individuals Listed on Schedule A (the “Client Team”)

15 January 2016

cc:

From: Michael Kennedy, Partner / David Steele, Partner

Ring-Fence Procedures – Muskrat Falls Oversight Committee Review of Project Cost and Schedule Forecast and Related Risk

Ernst & Young LLP (“EY”) has been engaged to provide Her Majesty In Right of Newfoundland and Labrador as represented by the Executive Council (“Client”) with an assessment of the Muskrat Falls Project’s cost and schedule forecast, and to identify opportunities to address any material or critical risks in relation to such project.

The procedures listed below shall be followed to ensure that there is no transfer of information between the Client Team and other EY personnel who have provided (or may be asked to provide) services to EY clients that are (or may become) directly or indirectly involved in the engagement.

Violation of the procedures set out in this memorandum will result in sanctions, up to and including dismissal. If you have any questions with respect to these procedures, please contact your Client Team leader or Diane Osak, Associate Director of Conflict Management, Risk Management Group.

1. Members of the Client Team shall not communicate or otherwise disclose any information relating to the Client or the engagement (the “Client Information”) to anyone other than members of the Client Team, unless such communication or disclosure is specifically authorized by the Client Team Leader. Additionally, members of the Client Team shall not access any EY files, servers or information relating to the entities listed in Schedule B (“Major Contractors”).
2. Access to any and all computer files relating to the Client Information shall be restricted to the Client Team.
3. EY’s files relating to the Client Information shall be segregated from the regular file system and shall be maintained in designated, locked locations.

4. Prospective members of the Client Team will review the Major Contractors listed in Schedule B and confirm that they (i) have not performed services for Major Contractors in respect of the Muskrat Falls Project, (ii) will not perform services for Major Contractors in respect of the Muskrat Falls Project (without the consent of all parties involved), and (iii) shall sign t the undertaking attached hereto as Schedule C prior to becoming members of the Client Team.
5. Members of the Client Team who request other partners and staff members, including executive assistants, clerks or students to join the Client Team are responsible for (i) confirming (by making the appropriate enquiries) that such person has not performed services for Major Contractors in respect of the Muskrat Falls Project; and (ii) ensuring that such person signs the undertaking attached hereto as Schedule C.
6. In the event that members of the Client Team wish to access expertise from industry or other experts who are partners, associates or employees of EY or its affiliated entities, then unless such experts agree to be bound by the obligations of confidentiality contained herein and sign the attached undertaking, such experts should not be provided with any information particular to the Client or Major Contractors in respect of the Muskrat Falls Project. Provided that this provision is complied with, the Client Team shall be at liberty to consult with such experts to obtain general advice in respect of an industry or other matter related to this engagement.
7. The principles contained in paragraph 6 above shall also apply when the Client Team seeks to access industry or other information through EY's Centre for Business Knowledge or other knowledge centres, whether affiliated with EY or not.

Each recipient must review this memorandum carefully and sign a copy of the attached Undertaking confirming that he or she shall adhere to the provisions contained herein. Undertakings, with an attached copy of this memorandum, must be returned to me, as soon as possible.

SCHEDULE A – THE CLIENT TEAM

1. David Steele
2. Michael Kennedy
3. Kirsten Tisdale
4. Paul Hickey
5. Malcolm Bairstow
6. Tim Calver
7. David Leather
8. Neal Argent
9. Sam Wolyniec
10. Richard Noble
11. Emiliano Mancini
12. Thieu Hue Lam
13. Paul McCarthy
14. Robert Spasyouti
15. Melanie Brooks
16. Johna Thompson
17. Debbie Abbott
18. Vangie Johnson
19. Joanne Thomas
20. Chris Sotiriou
21. Chris Lewis
22. Chris Congram
23. Heather Crosby
24. Terrance Yeung
25. Marie Hansen
26. Allison Tunnoch
27. Vanessa Gervais
28. Michael McManus
29. Joe Telebar

1.

2. SCHEDULE B – THE MAJOR CONTRACTORS

1. Astaldi Canada Inc.
2. Andritz Hydro Canada Inc.
3. Alstom Grid Canada Inc.
4. Alstom Renewable Power Canada Inc.
5. Valard Construction LP
6. Nexans Norway AS
7. Barnard Pennecon Limited Partnership
8. SNC-Lavalin Inc.
9. ABB Inc.
10. Gilbert Newfoundland and Labrador Contracting Ltd.
11. H.J. O'Connell Construction Limited
12. IKC-ONE Earthworks Construction
13. Johnson's Construction Ltd.
14. General Cable Company Ltd.
15. Jyoti Americas LLC
16. Liannu Limited Partnership
17. Labrador Catering Limited Partnership

SCHEDULE C – THE UNDERTAKING

UNDERTAKING

(To be signed by each member of the Client Team)

THE UNDERSIGNED hereby acknowledges receipt of a memorandum describing the confidentiality arrangements which apply to Ernst & Young LLP in respect of its engagement described in the said memorandum, a copy of which is attached hereto, and undertakes to observe all of the terms and conditions therein described as they relate to the undersigned's role in such engagement.

DATED this _____ day of _____, 2016.

Signature: _____

Print Name: _____

Please return to Robert Spasyouti via scan/email (Robert.Spasyouti@ca.ey.com), after signing.