

**Agreement  
LC-PM-121**

**for**

**Professional Services**

**for**

**Lower Churchill Project**

**Between**

**Nalcor Energy**

**And**

**60472 Newfoundland & Labrador**

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**APPENDICES:**

**Appendix A Scope of Work and Compensation**

**THIS AGREEMENT** made at St. John's in the Province of Newfoundland and Labrador as of the 4<sup>th</sup> day of February 2013.

**BETWEEN** **NALCOR ENERGY**, a body corporate constituted pursuant to the *Energy Corporation Act*, S.N. 2007, c. E-11.01 and having its head office at the City of St. John's, Province of Newfoundland and Labrador, (hereinafter referred to as "**Company**") of the first part,

**AND** **60472 NEWFOUNDLAND & LABRADOR**, a body incorporated under the laws of the Province of Newfoundland and Labrador and having its head office in the City of Mount Pearl in the Province of Newfoundland and Labrador (hereinafter referred to as "**Consultant**") of the second part.

**WHEREAS** Company requires the performance of those services set forth in Appendix "A", attached hereto, (hereinafter called the "Work"); and

**WHEREAS** Consultant is engaged in the business of performing such services and is prepared to provide the equipment and personnel required to perform the Work;

**NOW THEREFORE** in consideration of the payments to be made hereunder and the respective covenants, agreements, terms and conditions of the parties hereto, Company and Consultant agree as follows:

## **1.0 AGREEMENT DOCUMENTS**

1.1 The below listed appendices attached hereto shall form part of this Agreement:

(a) Appendix A Scope of Work and Compensation.

1.2 In case of a conflict between the main body of this Agreement, the Appendices attached hereto or other items, as referenced in Article 1.2, the order of precedence shall be:

(a) Main body of Agreement; and

(b) Appendices.

## **2.0 DEFINITIONS**

2.1 "Consultant" includes the Consultant as previously designated herein and all of its employees, directors, agents, servants, subcontractors, suppliers and subcontractors involved in the execution of the Work.

2.2 "Intellectual Property" means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising there from.

- 2.3 “Company” includes the following entities and persons individually and collectively:
- (a) Company as previously designated herein;
  - (b) Company’s other Consultants; and
  - (c) the directors, officers, employees, servants, invitees and agents of all of those entities.
- 2.4 “Confidential Information” means all oral, written, electronic, magnetic or optical data and machine-readable information and data which Consultant receives, either directly or indirectly, from Company with the exception of information that:
- (a) was in Consultant's possession prior to the invitation to commencement of the Work and were not previously supplied to Consultant in confidence;
  - (b) become published through some agency other than Consultant or become generally available to the public or are in the public domain;
  - (c) are the same as technical information and data hereafter lawfully acquired by Consultant from third parties not connected with the Work or with the performance of the Work; or
  - (d) were independently developed by receiving party without the use of the confidential information.
- 2.5 “Conflict of Interest” (hereinafter referred to as “Conflict”) means a situation where a person is involved in multiple interests, one of which could possibly corrupt the motivation for an act in the other.
- 2.6 “Personnel”, in relation to any person or entity, means the directors, officers, employees, non-employed representatives and agents of such person or entity;
- 2.7 “Standard of Prudent Contractor” means good faith performance of contractual obligations and exercising that degree of care, skill, diligence, prudence, workmanship and foresight expected from a skilled and experienced contractor engaged in the same type of undertaking, in similar circumstances or conditions and in compliance with all applicable laws and to the satisfaction of authorities;
- 2.8 “Third Parties” means all persons and entities, which are included in neither Company nor Consultant.

### **3.0 INTERPRETATION**

- 3.1 The doctrine of contra proferentem shall not apply in the interpretation of this document(s) meaning that if there is any ambiguous language in this document it shall not be interpreted more strongly against the party who prepared or drafted the ambiguous language.
- 3.2 The words "include", "includes" and "including" as used in the Agreement are not to be construed as words of limitation.
- 3.3 Article headings are inserted herein for convenience of reference only and shall not form a part hereof for purposes of interpretation.
- 3.4 Wherever, in the Agreement, a number of days are prescribed for any purpose, unless otherwise specified, the days shall be calendar days and shall be reckoned exclusively of the first and inclusively of the last.

- 3.5 The rights and recourse of Company and Consultant contained in the Agreement are cumulative and not in the alternative unless otherwise provided. The exercise of any such rights or recourse shall not constitute a waiver or renunciation of any other rights or recourse.
- 3.6 The illegality or unenforceability of any provision of this Agreement shall in no way affect the legality or enforceability of any other provision hereof. Any illegal or unenforceable provision shall be deemed severed from this Agreement and the remainder of this Agreement shall be construed and enforced as if this Agreement did not contain such illegal or unenforceable provision.

#### **4.0 SCOPE OF WORK**

- 4.1 Consultant represents and warrants that it has the required skills and capacity to perform the Work as set forth in Appendix A and covenants that it will perform the Work with all due diligence and in the Standard of Prudent Contractor.
- 4.2 Consultant shall report to and carry out the directives of the Company representative, or such other person as shall be designated by Company in writing.
- 4.3 Company shall have the right at any time to order changes in the Work or additional Work. All additional Work or changes to the Work shall be governed by the provisions of this Agreement subject to a change order to or amendment of this Agreement, if required, upon mutual agreement of the parties. No additional Work or changes in the Work shall be implemented by Consultant unless such additional Work or changes in the Work, and the associated costs, have been approved by Company in writing.
- 4.4 In no event shall Consultant utilize an agent or a subcontractor to perform the Work without the prior written consent of Company.
- 4.5 Consultant shall not replace approved personnel as listed in Appendix A, Table 1 without the prior written consent of Company.

#### **5.0 DELAY**

- 5.1 Where either party is aware of an event or any circumstances which are delaying or are expected to delay the performance of the Work, that party shall give written notice to the other party of the particulars of the cause and the expected length of the delay and the steps that the party intends to take to mitigate the effects of the delay.

#### **6.0 EFFECTIVE DATE AND TERM**

- 6.1 Notwithstanding the date of execution of this Agreement, this Agreement shall commence on the 4<sup>th</sup> day of February, 2013 (hereinafter called the "Effective Date").

**7.0 TERMINATION**

- 7.1 Company shall have the right to terminate this Agreement at any time by giving Consultant seven (7) days' written notice prior to the date of termination of the Agreement.
- 7.2 The termination shall not affect the rights of the parties hereto which have accrued prior to the date of termination and shall not relieve any party from its obligations, which may have arisen during the Term hereof.
- 7.3 Company shall not be liable for any losses or damages of any kind suffered by Consultant on account of the termination.

**8.0 FORCE MAJEURE**

- 8.1 Neither party shall be considered in default in the performance of any of its obligations hereunder to the extent that performance of any such obligations is delayed, hindered, or prevented by force majeure.
- 8.2 Force majeure shall be any cause beyond the control of the party pleading it which such party could not reasonably have foreseen and guarded against.
- 8.3 Force majeure includes acts of God, floods, earthquakes, strikes, fires, riots, incendiarism, interference by civil or military authorities, compliance with the regulations or order of any government authority, acts of war (declared or undeclared) and civil disobedience, provided that such cause could not reasonably have been foreseen and guarded against by it.

**9.0 REMUNERATION**

- 9.1 Unless otherwise stated herein, Consultant shall be paid in Canadian funds for performing the Work in accordance with the terms and conditions outlined in Appendix A – Scope of Work and Compensation and subject to the holdback provisions and setoff provisions of Article 10.
- 9.2 Company shall have no obligation to pay Consultant for any goods or services not approved by Company.
- 9.3 No overtime shall be paid for by Company unless so authorized in writing by Company.
- 9.4 Consultant shall submit one (1) original invoice accompanied by relevant supporting documentation (approved timesheets, receipts, etc.) to Company at the beginning of each month for the Work completed during the previous month. Invoices shall bear the Agreement Number and Work Task Order (WTO) numbers, where applicable. Where applicable, invoices shall be broken down by WTO number or other such detail as requested by Company.

9.5 Consultant shall present its invoices to Company's office at:

**Nalcor Energy - Lower Churchill Project**

P. O. Box 12800  
500 Columbus Drive  
St. John's, NL, A1B 0C9

Attention: Accounts Payable

- 9.6 Consultant's invoice shall identify separately the total amount of Goods and Services Tax or Harmonized Sales Tax ("GST/HST") applicable to the invoice value, and shall indicate on the invoice the Consultant's GST/HST Registration Number. Company will be under no obligation to pay GST/HST on invoices unless the Consultant provides its GST/HST Registration Number on the invoice. In the event Consultant does not invoice Company for GST/HST, Consultant shall indicate on the invoice the basis upon which Consultant is exempt from the obligation to collect GST/HST.
- 9.7 Within thirty (30) calendar days after receipt of such invoice, Company shall, after any appropriate adjustments and subject always to possible further verification and correction, pay Consultant for such monthly invoices.
- 9.8 When converting from a foreign currency into Canadian, or vice-versa, for the purposes of invoicing, the Bank of Canada exchange rate on the invoice date shall apply. A printout from the Bank of Canada website, which demonstrates the rate, shall be included with the invoice.

## **10.0 WITHHOLDING, SETOFFS AND DEDUCTIONS**

- 10.1 Company shall be entitled to withhold payment or to deduct from Consultant's compensation to the extent necessary to protect Company in respect of:
- (a) invoiced amounts reasonably disputed by Company;
  - (b) failure of Consultant to make payments promptly to subcontractors, governing agencies, agents, or suppliers;
  - (c) liens or claims filed, or reasonable evidence indicating to Company the probability of claims or liens being filed, with respect to the Work; and
  - (d) as permitted or required by law or as expressly provided in Article 10, Article 19, Appendix A – Scope of Work and Compensation, or elsewhere in this Agreement.
- 10.2 Any indebtedness of Consultant to Company, or to a parent, subsidiary or affiliate of Company may, in the sole discretion of Company, be setoff by Company against any indebtedness of Company to Consultant hereunder.
- 10.3 Company may deduct from Consultant's compensation, the amount, if any, of Consultant's required contributions to the Workplace Health Safety and Compensation Commission (WHSCC), Canada Pension Plan and Employment Insurance Commission, where Company, in its sole discretion, determines that such amounts may be assessed against Company, and Company shall remit such amounts to the appropriate authorities on Consultant's behalf.

10.4 If Company is required by the Canada Customs and Revenue Agency, or if Company, in its sole discretion, determines that it is required by Canada Customs and Revenue Agency to withhold from any monies due to Consultant hereunder, any amount required under Canadian income tax legislation, then Company shall withhold such amount. Company shall not be liable for any costs or interest to Consultant as a result of withholding as specified herein.

#### **11.0 RECORDS AND ACCOUNTS OF COSTS**

11.1 Consultant shall keep and maintain complete and accurate records related to the Work including; time, costs incurred, schedule, progress, productivity, quantities, quality, health, safety and environment and maintain books and accounts in accordance with generally accepted accounting procedures, principles and practices respecting all matters pertinent to this Agreement. Company shall have the right to access and audit the aforementioned records with seven (7) days written notice for six (6) years following the Expiry Date or termination of Agreement.

#### **12.0 INDEPENDENT CONSULTANT**

12.1 In the performance of the Work, Consultant shall operate as an independent Consultant. Nothing in this Agreement will be construed to constitute Consultant as an agent, employee, servant or subcontractor of Company.

12.2 Consultant shall indemnify and hold Company harmless from all costs and expenses arising out of any claim or liability by reason that Consultant is considered an agent, servant, or employee or subcontractor of Company.

#### **13.0 CONFLICT OF INTEREST**

13.1 The Consultant confirms that it is not currently subject to any mandate, which would be in Conflict with Company interest. On an ongoing basis, Consultant shall ensure that it will not accept a mandate which would put it in Conflict with Company interests. In the event that any Conflict of Interest should be identified, it will be immediately communicated to Company and a mutually satisfactory resolution determined.

13.2 Notwithstanding Article 7, if Company determines Consultant is operating in a fashion that is in a Conflict with Company, Company may at its sole discretion immediately terminate this Agreement.

#### **14.0 CONFIDENTIALITY AND PRIVACY**

14.1 Consultant shall use the Confidential Information for the Work only and shall hold the Confidential Information in confidence at all times and not use or disclose it to anyone without Company's prior written approval, which approval may be withheld at Company's sole discretion.



- 14.2 Consultant may disclose the Confidential Information to those of its employees, agents, servants or subcontractors to whom disclosure is required by Consultant for the Work, and shall ensure each such employee, agent, servant or subcontractor are informed of the confidential nature of the Confidential Information and that all such employees, agents, servants and subcontractors at all times comply with the obligations under this Article 14.
- 14.3 Unless permitted or requested by Company in writing, Consultant shall not disclose to any third party or use for any other Work, any of the materials prepared or developed by Consultant in the performance of the Work, including documents, calculations, maps, sketches, notes, reports, data, models and samples which shall become property of Company in accordance with Article 20.0.
- 14.4 It is not Company's desire to be afforded access to Consultant's or any of Consultant's agent's or subcontractor's or any other third party Confidential Information. Therefore, Consultant shall ensure that any information, which Consultant supplies or arranges to have supplied to Company, shall not be subject to any obligation of confidentiality. Company shall not be liable for any use or disclosure of such information, and Consultant shall hold Company harmless against any liability arising from such use or disclosure.
- 14.5 Consultant shall use all personal information collected, received, handled or processed by it under this Agreement on behalf of Company (hereinafter referred to as "Personal Information") only for the Work, and shall not, for any reason, use the Personal Information for other, or its own works. In accordance with Article 11.0, Company shall have the right to audit or review Consultant's processes and procedures to ensure that the Personal Information is not being collected, used or disclosed in an unauthorized manner, and that the provisions of this Agreement are being fully complied with.
- 14.6 If a party is required to disclose Confidential Information in order to comply with a law, statute, regulation, standard, code, order, directive or other rule from any governmental or regulatory body or other duly constituted public authority having jurisdiction over the party or the Work or legally binding order of any court it shall first give notice of such requirement to disclose the Confidential Information with full particulars of the proposed disclosure.
- 14.7 All publicity releases or advertising dealing with the Work shall be submitted for approval of Company prior to release to the news media.
- 14.8 Company is subject to the Access to Information and Protection of Privacy Act, Statutes of Newfoundland and Labrador, 2002 Chapter A-1.1 (hereinafter referred to as the "ATIPP Act"), and consequently the public has a right of access to Company's records.
- 14.9 If requested by Company, whether prior to or after the expiry or earlier termination of this Agreement, Consultant shall promptly deliver to Company all Confidential Information in custody possession or control of Consultant and destroy any electronic copies and backups of Confidential Information.

- 14.10 Although section 27 of the ATIPP Act and section 5.4 of the ECNL Act provide exceptions, which may sometimes be enforceable when access to information relating to a third party is requested, there may be instances when Company is required to provide a member of the public with access to such information.
- 14.11 Company shall not be liable for any claims, costs, losses or damages experienced by Consultant as a result of Company release of information to another party pursuant to the provisions of the ATIPP Act or due to any other legal requirements.
- 14.12 Notwithstanding anything else stated herein and with respect to the Confidential Information Consultant agrees that Company will be irreparably damaged if any provision of Article 14.0 is not performed by the Consultant in accordance with its terms and that monetary damages may not be sufficient to remedy any breach by the Consultant of any term or provision of this Agreement and the Consultant further agrees that the Company shall be entitled to equitable relief, including injunctive and specific performance, in the event of any breach hereof and in addition to any other remedy available at law or in equity.

#### **15.0 COMPLIANCE WITH LAWS AND PERMITS**

- 15.1 Consultant shall be required to comply with, observe, perform and fulfill the obligations and requirements of all federal, provincial and municipal statutes, by-laws, ordinances, regulations and orders in force and effect and shall ensure that its subcontractors, employees and agents likewise comply with, observe, perform and fulfill the obligations and requirements of all federal, provincial and municipal statutes, by-laws, ordinances, regulations and orders in force and effect during the term of the Agreement.

#### **16.0 GOVERNING LAW AND FORUM**

- 16.1 The Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and every action or other proceeding arising hereunder shall be determined exclusively by a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to the right of appeal up to the Supreme Court of Canada where such appeal lies.

#### **17.0 LIABILITY AND INDEMNITY**

- 17.1 Consultant shall be responsible for any faults or errors in its performance of the Work, provided that such faults or errors do not arise from inaccurate or defective information furnished by Company, its agents, employees or servants. Consultant shall, at its own expense, re-perform any services that Company determines, acting reasonably, are deficient, substandard, or do not meet the requirements of the task communicated by Company to Consultant.

17.2 Consultant shall indemnify and hold harmless Company from and against any loss or damage arising directly or indirectly from Consultant's performance, part performance or non-performance of the Work except losses or damages resulting from the act or omission of an employee, agent or representative of Company in the exercise of their duties within the scope of their employment.

## **18.0 INSURANCE**

18.1 Company shall carry insurance with respect to the Work consistent with its normal policies and practices and shall require its Consultants to maintain insurance, at Consultant's expense, as required by law and satisfactory to Company with respect to the performance of the Work. At a minimum the Consultant shall be required to carry the following insurance;

- a. Automobile Liability Insurance which shall cover all licensed vehicles, owned, non-owned, hired or leased for an amount not less than one million (\$1,000,000.00) dollars for any one occurrence involving bodily injury and/or property damage.
- b. Commercial General Liability Insurance for an amount not less than one million (\$1,000,000.00) dollars for any one accident or occurrence. Such insurance shall include Company additional insured and contain a cross liability clause.

18.2 Consultant shall provide Company with proof of the insurance coverage which it is required to maintain in full force and effect during the performance of the Work.

## **19.0 WORKERS' COMPENSATION**

19.1 Consultant shall pay all assessments due under the relevant Workers' Compensation legislation. Prior to commencing the Work or upon the request of Company, Consultant shall obtain and deliver to Company a certificate or certificates establishing that it is in good standing with the Workplace Health, Safety and Compensation Commission of Newfoundland and Labrador and with the comparable board or commission of any other province having jurisdiction in connection with Consultant's performance of the Work.

## **20.0 OWNERSHIP OF WORK**

20.1 All Intellectual Property, prepared or caused to be prepared by Consultant in connection with the Work shall become the property of Company and shall be delivered to Company upon completion of the Work or upon earlier termination of this Agreement. Consultant shall have the right to retain a copy of all such documents and to make use of them in the course of its general business, with Company's consent. Consultant shall not divulge, release or publish same, or any part thereof without the prior written permission of Company. Nevertheless, Consultant shall have the right to have access to all such original documents at any time during the life of the Work for purposes connected with the Work.

20.2 Title to the Work (or any part) performed, including all Consultant's documentation related to the Work, shall vest in Company as and when performed or prepared. Title to any items free issued to Consultant by Company shall always remain vested in Company.

#### **21.0 ASSIGNMENT AND SUCCESSORS**

21.1 Company may assign this Agreement to third parties without the consent of the Consultant.

21.2 Consultant shall not assign this Agreement nor subcontract the Work in part or in whole without the prior written consent of Company. Consent to assign or subcontract the work will not relieve the Consultant of any of its liabilities or obligations under this Agreement.

21.3 Consultant is not permitted to create any contractual relationship between a third party and Company.

21.4 The Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

#### **22.0 NOTICES**

22.1 All notices shall be addressed as follows or to such other address as either of the parties shall designate by written notice.

##### **COMPANY:**

Nalcor Energy – Lower Churchill Project  
P. O. Box 12800  
500 Columbus Drive  
St. John's, Newfoundland and Labrador  
A1B 0C9

Attention: Mahmoud Shublaq  
Email: mahmoudshublaq@nalcorenergy.com  
Phone (709) 570-5986  
Fax: (709) 737-1985

##### **CONSULTANT:**

60472 Newfoundland & Labrador  
12 Penmore Drive  
Mount Pearl, Newfoundland & Labrador  
A1N 1T4

Attention: Ralph Emberley  
Email: ralph.emberley@fluor.com  
Phone (709) 368-1880  
Fax: N/A

**23.0 LANGUAGE**

23.1 The language of this Agreement shall be English and all communications and dealings under and with respect to this Agreement shall be conducted in the English language.

**24.0 DUTY OF CARE**

24.1 Consultant agrees to use reasonable care, skill, competence and judgment in the performance of the Work hereunder which are generally consistent with the Standard of Prudent Contractor.

**25.0 ENTIRETY OF AGREEMENT**

25.1 This Agreement constitutes the entire agreement between the parties and shall govern the relationship of the parties with respect to the Work. It supersedes all other agreements, either written or verbal, between the parties.

**26.0 SURVIVAL**

26.1 The following provisions of this Agreement shall survive the termination or expiration of this Agreement and remain in full force and effect: Articles 3.0, 7.0, 9.0, 10.0, 11.0, 12.0, 14.0, 15.0, 16.0, 17.0, 20.0, 22.0 and 23.0.

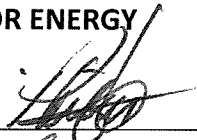
**27.0 EXECUTION**

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first above written.

**NALCOR ENERGY**

Per:

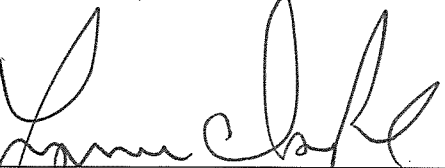
Title:



*Contracts Lead - SORSI*

Per:

Title:

  
*James Clark*  
*Bus. Serv. Mgrs.*

**60472 NEWFOUNDLAND & LABRADOR**

Per:

Title:

**APPENDIX A**

**SCOPE OF WORK AND COMPENSATION**

**1.0 Scope of Work:**

1.1 Consultant shall provide consulting services to Nalcor for Jurisdictional Mark-ups. Approved personnel Start and End Dates are specified in Table 1 herein.

**2.0 Reporting and Deliverables:**

2.1 Consultant is required to submit weekly timesheets in the Company timekeeping database.

2.2 All deliverables and reporting, including timesheets, will be submitted to the attention of the Lower Churchill Project **Document Control**.

Email: [lcpdcc@nlh.nl.ca](mailto:lcpdcc@nlh.nl.ca)  
 Fax: (709) 737-1985

**3.0 Compensation:**

3.1 Company shall reimburse Consultant for all matters relating to and associated with performance of the Work. All sums, rates, prices, terms and conditions stated herein shall be deemed to include, without limitation, all Consultant's costs for all matters relating to and associated with the performance of Work. The rates and prices stated herein are **fully inclusive** of all costs and expenses incurred in connection with Consultant's performance of the Work hereunder. **Only those rates/prices specifically identified shall be paid by Company to Consultant and costs not identified are deemed to be included in the rates and prices stated herein.**

3.2 All activities performed by Consultant's corporate staff or any other corporate activities associated with the Work, or any part thereof, shall not be subject to reimbursement by Company. Such non-reimbursable costs are deemed to be included in the sums, rates, prices and conditions contained in this Appendix.

3.3 All sums, rates, prices, terms and conditions stated herein shall be deemed fully inclusive of Consultant costs associated with premiums, renewals or liabilities which Consultant is obligated to pay or bear liability for in accordance with the insurance and indemnity provisions stated in Articles of this Agreement.

**3.4 Personnel**

Consultant will be reimbursed for actual hours worked by personnel as supported by timesheets approved by Company. Consultant shall be reimbursed at the below listed (Table 1) Rates for approved personnel.

Table 1

Name	Classification	Hourly	Start Date	End Date
Ralph Emberley	Consultant	\$ 150.00	4-Feb-13	4-Feb-14

No overtime or premium rates shall apply to time worked in excess of the professional work day, on weekends, statutory holidays, or other special work circumstances.

**3.5 Travel Expenses**

Company approved travel expenses will be reimbursed at actual cost as supported by approved travel authorization, expense claim and receipts as appropriate. All travel shall be in accordance with Lower Churchill Project - Standards for Business Travel, and associated corporate policies, as revised.

Domestic travel per diems (including HST/GST) at time of Agreement execution are as follows. The incidental component of the per diem is only reimbursable when an overnight stay is required.

Island of Newfoundland		Labrador and Other Domestic	
Breakfast	\$ 12.00	Breakfast	\$ 13.00
Lunch	\$ 16.00	Lunch	\$ 17.00
Dinner	\$ 24.00	Dinner	\$ 25.00
Incidentals	\$ 8.00	Incidentals	\$ 8.00
<b>TOTAL</b>	<b>\$ 60.00</b>	<b>TOTAL</b>	<b>\$ 63.00</b>

Per diems for international travel will be in accordance with Canadian Federal Treasury Board Guidelines for the relevant city / country.