APPLICABLE TERMS AND CONDITONS BY CATEGORY

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Applicable Terms**  **and Conditions**  **(Note 2)** |  | **Category (Note 1)** | | | | | |
| **A** | | **B** | **C1** | **C2** | **D** | **E** |
| **General Description** | Structural Weldments  May included machining | | Machined parts  or non-structural welding/sheet metal guarding | Commercial items  with calibration | Commercial items  Requiring C of C but no calibration | Commercial rigging items or bolting 5/8” and larger, load rated items | All other commercial items |
| **Applicable QA Level** | CSA Z299.3  Non-Safety | | CSA Z299.4  Non-Safety | CSA Z299.4  Non-Safety | CSA Z299.4  Non-Safety | No QA Required | No QA Required |
| **Section 1**  **QA Clauses** | B.4.1,C.4,B.2,B.5 | | C.5, 3.5.14 | C.5 | C.5 | None | None |
| **Section 2**  **QA Requirements** | 3,8,10,11.12,13,14,15,18,19,20,21,22 | | 4,8,10,11,12,13,19,22 | 4,10,19,22 | 4,10,22 | 10,22 | 22 |
| **Section 3**  **Bruce Power Flow down Commercial Conditions** | All | | All | All | All | All | All |
| **Section 4**  **ATS Conditions of Purchase** | All | | All | All | All | All | All |
| **Section 5**  **ATS Shipping & Customs Instructions** | All | | All | All | All | All | All |
| **Documentation required from Supplier for submission to ATS for approval *prior to start of work*** | 1. MITP (5 days ARO) 2. CWB welding procedures (on award) 3. CWB welder qualifications (on award) 4. CWB weld repair procedure (on award) 5. Company CWB certification (on award) 6. NDE procedures (5 days ARO) 7. NDE personnel qualifications (5 days ARO) 8. Plating procedures (5 days ARO) 9. Heat treatment procedures (5 days AR0) 10. Painting/surface finishing procedures (5 days ARO) | | 1. Plating procedures (5 days ARO) 2. Heat treatment procedures (5 days ARO) 3. Painting/surface finishing procedures (5 days ARO) | None | None | None | None |
| **Documentation required from Supplier *prior to shipment*** | 1. Completed MITP 2. NDE report Heat Charts (off-shore supply only) 3. MTRs 4. Dimensional Inspection Reports 5. Certificate of Compliance for plating/finishing/heat treat | | 1. Heat Charts (off-shore supply only) 2. MTRs 3. Dimensional Inspection Reports 4. Certificate of Compliance for plating/finishing/heat treat | Certificate of Compliance | Certificate of Compliance | Certificate of Compliance. Reference must be made on the C of C to the bolting/lifting specification if applicable (ie. ASME B30.26) | None |

**Notes:**

1. If **Category “F”** is specified, then the requirements do not fall into any of the above categories except for item 22 and they will be specified in the PO line item or in a separate Technical Specification or Component Specification.

**SECTION 1 - QA CLAUSES**

**B.4.1 Receiving Inspection**

Visual examination shall be performed and documented to establish that

a) The item received is free from physical damage;

b) The specified packaging and shipping requirements have been maintained during shipping;

c) Identification and markings are in accordance with applicable codes, specifications, purchase orders, and drawings; and

d) Protective covers and seals, coating and preservatives, inert gas blankets, desiccants, etc., are performing as intended.

In addition to the visual examination, there shall be evidence that

a) The item received was fabricated, tested, and inspected prior to shipment, in accordance with the applicable code, specification, purchase order, or drawings;

b) The documentation requirements of the purchase order for the item have been met; and

c) The documentation has been reviewed by an organization other than the issuer of the documentation to ensure that the technical requirements of the item have been met.

If the item requiring inspection was not inspected at the source, the item shall be inspected at the point of receiving to verify conformance with purchase order requirements.

**B.2 Supplier Evaluation and Qualification**

The selection of a supplier shall be based, in part, on an evaluation of the supplier’s ability to deliver a technically acceptable product or service.

The evaluation shall confirm that the products or services meet technical requirements, including safety, reliability, and maintainability. The vendor’s management system and supply history shall also be evaluated. The supplier’s technical documents submitted for approval shall be reviewed and accepted by qualified technical personnel.

Audits shall be planned and performed to confirm that supplier management systems have been implemented and are effective.

Audits shall be carried out with sufficient frequency to confirm that the supplier’s management system remains effective. Scheduled audits shall be supplemented with additional audits when the effectiveness of a management system is in doubt. Audit scope and timing shall take into consideration the maturity of a management system.

When the audit portion of the purchasing management system is delegated, the responsible organization shall ensure that the results of the supplier’s audits are acceptable.

Audits to qualify suppliers shall focus primarily on the manufacturer, but shall also take into account those organizations, such as agents and distributors, that are involved in the procurement transaction. For example, the following activities may be performed by agents, distributors, and others who are not the manufacturer: marking of the items, handling and storage, documentation control, assembling and/or creating records, preservation and packaging, and inspection and verification.

**B.5 Storage and Handling**Measures for the control of storage and handling shall preserve items from the time of their receipt and prevent their damage, deterioration, or loss.

Inspections shall be performed periodically and the results documented to ensure that storage areas and items are being maintained as required.

For items that require special handling or special tooling and equipment, appropriate instructions shall be prepared and implemented.

When special handling tools and equipment are required, they shall be inspected and tested at specified times to verify that they are adequately maintained.

**C.5 Inspection and Testing**

Independent Inspection – Personnel assigned to perform acceptance, final inspection, monitoring or witnessing activities shall be other than those performing or directly supervising the work unless otherwise approved by ATS Quality through the Deviation Waiver Process.

The supplier shall:

a) Plan inspection and test activities

b) Inspect and test the product or service as planned

c) Prepare a checklist of characteristics of the product or service to be inspected and tested when specified by contract.

**C.4 Inspection and Testing**

The supplier shall prepare an Inspection & Test Plan which describes the inspections, tests and verification methods for the product or service specified in the contract. The plan shall be approved by the organization primarily responsible for quality. Unless otherwise specified by contract, the supplier shall:

a) Submit the plan to ATS for acceptance following the award of the contract before initiating any activities related to the purchased product or service.

b) Update the plan during the life of the contract to reflect any necessary revisions and resubmit for acceptance.

c) Applicable inspection and test procedures shall be submitted to ATS upon request.

Independent Inspection and tests shall be carried out in accordance with approved procedures/Inspection & Test Plans. The Inspection & Test Plan shall include:

a) Identification of the inspection/test procedures that specify the inspection or test requirements;

b) Identification of the characteristics to be inspected or tested;

c) Acceptance criteria;

d) A description of the method of inspection or test, including the equipment to be used (including any measuring and monitoring devices) and the conditions that must be controlled; and

e) Identification of the qualifications required for the individuals or groups responsible for performing the inspection or test.

Measures shall be established and documented to identify inspection and test status. Such measures shall ensure that required inspections and tests are performed and that the acceptability of items is known throughout construction and installation. Work shall not be permitted to proceed beyond a hold point until the verification activity is performed.

Inspection and test status shall be documented using indicators such as stamps, tags, labels, routing cards, inspection records, or other suitable means. Appropriate measures shall provide for the identification of those items which conform to inspection and test requirements and those which do not.

Independent Inspection – Personnel assigned to perform acceptance, final inspection, monitoring or witnessing activities shall be other than those performing or directly supervising the work unless otherwise approved by the ATS Quality and documented in the Inspection & Test Plan.

**3.5.14 Special Processes**

**3.5.14.1**

A special production process is a production process where conformance is assured by using evidence generated during the process. A production process is a special process when subsequent inspections required to establish conformance are either impossible or undesirable.

**3.5.14.2**

A special inspection process is an inspection requiring either specialized inspector skills or inspection techniques, or both.

**3.5.14.3**

1. Identify production and inspection special processes
2. Ensure that these processes are accomplished under controlled conditions by qualified personnel using qualified process procedures, documentation and equipment according to specified requirements and established criteria at regular intervals.
3. Maintain qualification records for qualified personnel, process procedures, documentation and equipment according to the requirements of applicable codes and standards.
4. Define the necessary qualifications of personnel, process procedures, documentation and equipment for special processes not covered by existing codes or standards or where product or service quality requirements exceed the requirements of established codes or standards.
5. Maintain evidence generated during the process which indicates that control of the process has been achieved.

**SECTION 2 - QA REQUIREMENTS**

3. The supplier shall follow ISO 9001:2008 quality system requirements and adhere to the CSA Z299.3-85 requirements referenced in the ATS Global Supplier Manual: clause B.4.1, C.4, B.2 and B.5

4. The supplier shall follow ISO 9001:2008 quality system requirements and adhere to the CSA Z299.4-85 requirements referenced in the ATS Global Supplier Manual: clause C.5 and Special Process requirements as per 3.5.14.

7. All material shall comply with ASME section II A, B, C current edition. Only fittings with a valid CRN are permitted to be shipped to ATS.

8. Inspection and Test Reports shall be submitted for 100% of all parts with key dimensions. Key dimensions are defined as any dimension with a “key” symbol, have a unique tolerance outside of the title block, or with geometric tolerances, unless otherwise specified. The supplier shall utilize the Inspection Report template located on the ATS Supplier Quality Web Portal or equivalent form approved for use by ATS. The Inspection Report shall be documented with references to the applicable serial numbers, PO number, revision, lot size/QTY inspected, part number, acceptance criteria, inspection results, reference to the tools utilized during inspection, date, stamp or signature of the Inspector.

10. The supplier shall provide a Certificate of Compliance Report for each detail/item meeting or exceed the report requirements referenced on the ATS Supplier Quality Web Portal. The C of C shall be documented with references to the applicable serial numbers, PO number, revision, lot size, part number, date, stamp or signature of the Inspector or Authorized Authority..

11. All dimensions apply after applicable coatings and finished unless otherwise specified. The supplier shall validate that all measurements meet ATS specifications even if an inspection report is not requested. Evidence of validation shall be maintained and retain by the supplier in accordance with section 31 in the ATS Supplier Quality Manual.

12. The supplier shall provide a Material Traceability Report clearly traceable to each item. The report requirements shall meet or exceed requirements referenced on the ATS Supplier Quality Web Portal unless otherwise specified. The MTR shall be documented with references to the applicable serial numbers, PO number, revision, part number, company name, address, reference to the material specification referenced on the drawing, mechanical/chemical properties.

13. Special process quality requirements shall be documented and followed by the supplier in accordance with ATS specifications/drawing requirements and adhering to the requirements identified as “SP” in the ATS Global Supplier Quality Manual.

14. The supplier shall hold a valid certificate to CWB 47.1 utilizing qualified personnel, process procedures, documentation and equipment in accordance to the requirements of applicable codes or standards.

15. Where there is aluminum welding, the supplier shall hold a valid certificate to CWB 47.2 utilizing qualified personnel, process procedures, documentation and equipment in accordance to the requirements of applicable codes or standards.

18. The NDE service shall be carried out by an approved subcontractor employing a qualified Level III Examiner status. NDE Procedure, qualifications and certifications of the subcontractor shall meet the requirements of the ASME Sec. V and SNT-TC-IA (latest code accepted edition unless otherwis specified) and CGSB Standard.

19. The method for calibration shall be based on the manufacture’s specification or the procedures approved for use through a valid ISO 17025 accreditation. The supplier shall issue a calibration certificate traceable to The National Research Council of Canada (NRC), and/or The National Institute of Standards and Technology (NIST), with the following information: ATS calibration identification number, Calibration date, Pass / Fail status , Before and after results, Reference to calibration procedure utilized. The supplier shall obtain approval from ATS before performing and repair activities.

20. Calibration of Welding Machines shall be performed only by a Service Agency authorized by the original machine Manufacturer or performed in accordance with the supplier’s approved procedure. The Service Agency shall document that the load bank and multi-meters used for calibration have been calibrated annually with standards that are traceable to: The National Research Council of Canada (NRC), and/or The National Institute of Standards and Technology (NIST). The supplier shall issue a calibration certificate traceable to The National Research Council of Canada (NRC), and/or The National Institute of Standards and Technology (NIST), with the following information: ATS calibration identification number, Calibration date, Pass / Fail status, Before and after results, Reference to calibration procedure utilized. The supplier shall obtain approval from ATS before performing and repair activities.

21. Inspection and Test Plans generated by the supplier shall be submitted and approved by ATS before commencing the work and any subsequent revisions shall be submitted and approved by ATS. Product shall not advance past any ATS/ATS Customer identified “Witness & Hold Points”.

22. The supplier is responsible and accountable for ensuring the authenticity of the products delivered pursuant to this purchase order.  The delivery by supplier of any Counterfeit, Fraudulent and/or substandard products may result in penalties and/or criminal charges. The Supplier (i) shall immediately replace Counterfeit, Fraudulent and/or substandard products discovered during or after the warranty period with authentic products, and (ii) is responsible for any associated rework or repair costs.

**SECTION 3 – BRUCE POWER FLOWDOWN COMMERCIAL CONDITIONS**

The following sets of Conditions of Purchase attached hereto are applicable to the purchase of products, goods and /or services (hereinafter referred to as “Deliverables” or “Work”) by ATS Automation Tooling Systems Inc. from the Subcontractor (as defined herein) identified on the face of the Purchase Order: (i) The Bruce Power Tool Purchase Agreement Subcontractor Terms and Conditions (“BP Conditions of Purchase”); and (ii) The ATS Conditions of Purchase that follow. To the extent any conflict arises between the BP Conditions of Purchase and the ATS Conditions of Purchase, the BP Conditions of Purchase govern.

**BP CONDITIONS OF PURCHASE**

1. **DEFINITIONS**
2. “Customer”, “Owner”, “BP”, or “Bruce Power” means Bruce Power L.P.
3. “ATS” or “Supplier” means ATS Automation Tooling Systems Inc.
4. “Subcontractor” means the party to whom ATS issues the Purchase Order
5. “TPA” means the Tool Purchase Agreement entered into by BP and ATS dated effective November 25, 2016
6. “Agreement”, “Contract”, “Purchase Order” or “PO” means the documents providing specifications and quantities pursuant to which the Subcontractor will provide products and services, and incorporating the BP Conditions of Purchase, the ATS Conditions of Purchase, and the other Contract Documents as identified in the Purchase Order.
7. “Contract Documents” means the Purchase Order issued by ATS to the Subcontractor, the BP Conditions of Purchase, the ATS Conditions of Purchase, and all other graphic or written documents, annexes and supplementary documents which have been specifically identified by ATS as forming part of this Agreement. Without limiting the generality of the foregoing, Contract Documents are particularized in section 2 of these BP Conditions of Purchase.
8. “Affiliate” means an affiliate as that term is defined in the *Business Corporations Act* (Ontario), provided that references therein to body corporate are construed as references to a Person and references therein to control are construed as references to Control.
9. “Adverse Condition” means, for the purposes of SCRs, an event, an incident or an error-likely situation at the Bruce Site, related to people, plant, environment or process, that has resulted in loss, or has the probable potential to result in losses.
10. “Anti-Corruption Laws” includes the *Corruption of Foreign Public Officials Act* and the *Canadian Criminal Code*, and the *United States Foreign Corrupt Practices Act*, and any other applicable anti-bribery or anti-corruption laws.
11. “BPRIA” means the Amended and Restated Bruce Power Refurbishment Implementation Agreement dated effective December 3, 2015 entered into by BP and IESO.
12. “Bruce A Generating Station” means the electricity generating facility on the Bruce Site where the four nuclear reactor units designated as “Unit 1” to “Unit 4” inclusive and related facilities known as Unit 0 are located.
13. “Bruce B Generating Station” means the electricity generating facility on the Bruce Site where the four nuclear reactor units designated as “Unit 5” to “Unit 8” inclusive and related facilities known as Unit 0 are located.
14. “Bruce Power” means Bruce Power L.P., a limited partnership existing under the laws of Ontario, and includes its permitted assigns and any successor to Bruce Power L.P., including any successor resulting from any merger, arrangement or other reorganization of Bruce Power L.P. or any continuance under the laws of another jurisdiction.
15. “Bruce Power Collective Agreements” means the labour agreements entered into with each of the PWU, Canadian Union of Public Employees – C.L.C. Local 1000, The Society of Energy Professionals, the Canadian Union of Skilled Workers and the Brick & Allied Craft Union of Canada and the EPSCA Agreements, Chestnut Park Accord, PWU collective agreement and Society purchase service agreement, and such other labour agreements identified by Bruce Power, from time to time. “Bruce Power Collective Agreement” means any one of them.
16. “Bruce Power EPS” means Bruce Power Emergency and Protective Services, the Bruce Power division that provides fire and security services and emergency management.
17. “Bruce Power Equipment” means the equipment and tools Bruce Power provides as identified in the Purchase Order.
18. “Bruce Power Group” means Bruce Power and its general and limited partners, and their respective officers, directors, and partners, and the shareholders of their general and limited partners.
19. “Bruce Power Materials” means the materials (if any) to be supplied by Bruce Power as identified in the Purchase Order.
20. “Bruce Power Partners” means BPI and each limited partner of Bruce Power.
21. “Bruce Power Personal Information” means all Personal Information collected, assembled or controlled by the Bruce Power Group.
22. “Bruce Power Procedures” means the current policies, procedures and other documents of Bruce Power made available in Bruce Power’s Passport System, Maximo system, or such other successor system, or listed in the Contract Documents or as otherwise provided to the Supplier.
23. “Bruce Power Safety Rules” means all safety rules, processes and procedures governing Persons performing work and other activities at the Bruce Site, as set out in the following Bruce Power Procedures:

BP-PROC-00389;

BP-PROC-00279;

BP-PROC-00583;

BP-PROC-00707;

BP-PROC-00897;

BP-PROC-00939;

BP-PROC-00596;

BP-PROC-00619; and

BP-PROC-00651.

1. “Bruce Power’s Senior Program Manager” means the individual identified as such in the Purchase Order.
2. “Bruce Power Site Specific Training” means training provided by Bruce Power to the Supplier’s Personnel and Subcontractors’ Personnel as set out in the Purchase Order.
3. “Bruce Power Supply Chain Representative” means the designated Supply Chain representative identified in the Purchase Order.
4. “Bruce Power Technology” means Technology, including Technical Specifications, that is owned by or licensed to Bruce Power and/or its Affiliates prior to the Effective Date or during the term of this Agreement. Bruce Power Technology may include Technology for the making, fabrication, manufacture, production, supply, refurbishment, repair, and/or modification of Deliverables, Tools and Spare Parts including, for greater certainty, any designs, specifications, drawings, dimensions, directions or similar information provided to Supplier or Subcontractor for the fabrication of Deliverables, Tools and Spare Parts.
5. “Bruce Power Time and Attendance Policy” means the policy of Bruce Power relating to timekeeping, time and attendance systems and attendance as may be set out in the applicable Contract Documents for the Work.
6. “Bruce Site” means the premises leased pursuant to the Bruce Site Lease located in Tiverton, Ontario or any other location where Bruce Power carries on the Bruce Power Business.
7. “Bruce Site Lease” means the Second Amended and Restated Bruce Lease dated as of October 11, 2016, between OPG, Bruce Power, OPG-Huron A Inc., OPG-Huron B Inc. and OPG-Huron Common Facilities Inc., TransCanada Pipelines Limited and OMERS Administration Corporation (as same may be amended, restated, supplemented or otherwise) pursuant to which Bruce Power leases the Bruce Site.
8. “Business Day” means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
9. “Certificate of FAT Completion” means the form or forms as may be provided or approved by Supplier.
10. “Certificate of Substantial Completion” means the form or forms as may be provided or approved by Supplier.
11. “Certificate of Total Completion” means the form or forms as may be provided or approved by Supplier.
12. “CFSI” means counterfeit, fraudulent, suspect or substandard items.
13. “Chestnut Park Accord” means the agreement dated November 15, 1994, including the addendum thereto, between Ontario Hydro, the PWU and various building trades unions which describes the historical division of trades work and jurisdictional agreement between the PWU, Canadian Union of Public Employees – C.L.C. Local 1000 and such building trades unions and provides for a protocol by which trades work is to be assigned and disputes resolved between the PWU and such building trades unions in respect of trades work performed by or for Ontario Hydro on Ontario Hydro property (including, the Bruce Site), which agreement and addendum is binding on Bruce Power as successor employer to the primary business operating out of the Bruce Site.
14. “Claims” means any cause of action, action, account, lien of any kind whatsoever, claim, demand, lawsuit, audit, proceeding, or arbitration, including any proceeding or investigation by a Governmental Authority, and Losses in respect of such matters.
15. “CNSC” means the Canadian Nuclear Safety Commission established pursuant to the *Nuclear Safety and Control Act* (Canada) and any successor agency, board or commission thereto.
16. “CNSC Licence” means the CNSC licence issued to Bruce Power Inc., as general partner of Bruce Power and its successors and assigns for the operation of the Bruce Site.
17. “Codes” means all codes and standards (i) referenced in, or provided for in, the Contract Documents, (ii) required to comply with Required Practices, or (iii) otherwise required under Laws, in connection with the performance of the Work.
18. “Commercialize” means any marketing, use, distribution, promotion, offering or selling information, products or services to a Third Party for financial gain or profit.
19. “Commercially Reasonable Efforts” means efforts which are designed to enable a Party, directly or indirectly, to perform its obligations under this Agreement or the Contract Documents, as the case may be, and which do not require the performing Party to expend any funds or assume liabilities other than expenditures and liabilities which are reasonable in nature and amount in the context of the obligations to be performed.
20. “Confidential Information” means any and all (as the context requires) Information of a Disclosing Party that would reasonably be considered confidential to the Disclosing Party and that is disclosed orally or in writing by the Disclosing Party to a Receiving Party pursuant to this Agreement or the Contract Documents regardless of whether the Information is specifically identified or marked as “Confidential”, “Restricted” or “Secret”. Confidential Information shall include all Information, including trade secrets or scientific, technical, commercial, financial, labour relations or security information of a Party, supplied in confidence by such Party, disclosure of which could reasonably be expected to result in negative reputational impacts or prejudice significantly the competitive position or interfere materially with the contractual or other negotiations of such Party or result in undue loss to such Party or undue gain to others or, in the case of Bruce Power, compromise the security of the Bruce Site and information, the disclosure of which could reasonably be expected to prejudice the economic interest of the Party to which such Confidential Information relates or, if applicable, its partners or its or their competitive position and the proposed plans, policies or projects of a Party or, if applicable, its partners, the disclosure of which would reasonably be expected to result in premature disclosure of a pending policy decision or undue financial benefit or loss to a Person. The Confidential Information of Bruce Power shall include all Bruce Power Personal Information, Bruce Power Technology, Foreground Technology, this Agreement and the Contract Documents. The Confidential Information of the Supplier shall include all Supplier Background Technology and Supplier Personal Information. Confidential Information shall not include information which:

was acquired by the Receiving Party prior to the Effective Date or the applicable Purchase Order without any restrictions as to use or disclosure or any obligation of confidentiality;

at the time of disclosure is in the public domain or which, after disclosure, enters the public domain, except as a result of a breach of any obligation of confidentiality in this Agreement, or the Contract Documents;

is lawfully, and without any restrictions as to use or disclosure or any obligation of confidentiality, provided to a Receiving Party by another Person (who is not a Party to this Agreement), as evidenced by the written records of the Receiving Party, except where the other Person is known or ought reasonably to be suspected of being subject to an obligation to a Disclosing Party to maintain such information and materials in confidence;

is independently created, developed or acquired by or for a Receiving Party without reference to the Confidential Information provided by the Disclosing Party or through Persons to whom the Confidential Information had not been disclosed;

was lawfully in the possession of a Receiving Party as confirmed by the written records of the Receiving Party before its receipt of such Confidential Information under this Agreement or the Contract Documents; or

is released from the confidentiality provisions of this Agreement or the Contract Documents by the written authorization of the Disclosing Party,

provided that for the purposes of this Agreement and the Contract Documents all Bruce Power Personal Information will constitute Confidential Information of Bruce Power, whether or not it falls into one of the exceptions set out in clauses (i) through (vi) of this definition. Information required to be maintained in confidence under this Agreement and the Contract Documents and that is specific in nature shall not be deemed to be in the public domain or in the prior possession of a Receiving Party merely because general principles concerning the specific information are in the public domain or in the prior possession of such Receiving Party.

1. “Construction Lien” means any lien or related claim pursuant to the *Construction Lien Act* (Ontario) and its regulations.
2. “Content” means all data, text, information, audio, video, graphics, advertisements, graphical user interface elements and designs, photography and other works, in any form or medium whatsoever.
3. “Copyrights” means all:

copyrights (whether statutory or common law, whether registered or unregistered and whether published or unpublished); and

copyright registrations and applications filed or registered in connection therewith, and all extensions or renewals thereof, and rights to apply in any or all countries of the world for such registrations and applications.

1. “Customary Use” means, in respect of Deliverables (other than Documentation), Tools, Spare Parts, goods or any parts or component thereof, use according to custom or usual practices associated with the Deliverables (other than Documentation), Tools, Spare Parts, goods or any parts or component thereof, including  operation, testing, repair, maintenance, rehabilitation, refurbishment, alteration, modification, improvement, refinement, trouble shooting, display, adaption, expansion, study, review, transfer of property or possession in, combine, embed or incorporate into other deliverables, tools, spare parts or goods and/or disposal for scrap.
2. “Defect” or “Defective” means any aspect of the Work that is defective or deficient, or fails to comply with, or conform to, the requirements of the Contract Documents including Codes, Laws, or Required Practices, prior to or during the Warranty Period. Defect or Defective includes defects in design, application, engineering, manufacture, installation, workmanship or materials (to the extent the Work or Tools includes such elements).
3. “Deliverable” means any item to be generated, furnished or otherwise delivered or provided by the Subcontractor (except for the Tools and Spare Parts) as set out in, required by, reasonably inferable from or otherwise described in the Contract Documents. Deliverables may include Documentation, machinery, Hardware, Software, Content, products, supplies, materials, instruments, equipment, implements and devices and components and parts thereof howsoever delivered to Supplier by Subcontractor relating to the Tools and Spare Parts or as set out in, required by, reasonably inferable from or otherwise described in the Contract Documents (except for the Tools and Spare Parts). Deliverables include any applicable Technology and Foreground Technology assigned, transferred and conveyed to Supplier or Bruce Power under the Agreement.
4. “Design Authority” means the Person that has the right to approve design requirements, design assurance and the requirement for further designs for Bruce A Generating Station and Bruce B Generating Station or portions thereof, including, existing, new and modified structures, systems and components, including, materials and Software.
5. “Detailed Design Documents” means the Drawings and Technical Specifications prepared by or for the Supplier for the performance of the Work in accordance with the Contract Documents.
6. “Disclosing Party” means a Party or its Personnelthat discloses to another Party or Personnel (provided that providing information directly the Personnel of a Party shall be deemed to be the provision of such information to such Party under the Agreement or the Contract Documents, as applicable).
7. “Documentation” means any physical media on which Information is recorded. Documentation includes any documentation in any form or media whatsoever, including prototypes, samples, maquettes, reports, instructions, microfiche, patterns, flow charts, process maps, part lists, Drawings, photographs, studies, memoranda, summaries, Technical Specifications, and/or plans, all of which will be in forms compatible with Bruce Power information technology systems. Documentation may include documentation describing or illustrating the manufacture or production of the Tools, Spare Parts and/or Deliverables and “history dockets” describing particulars of the manufacture of the Tools, Spare Parts and/or Deliverables such as the results and certification of the Tools, Spare Parts and/or Deliverables at different production stages.
8. “Drawings” means the plans, elevations, sections, details, schedules and diagrams attached to, or referred to, by drawing number in the Contract Documents and any plans, elevations, sections, details, schedules, and diagrams prepared by Subcontractor, and accepted or approved by Supplier and/or Bruce Power, subsequent to the date of the Purchase Order, in connection with the performance of the Work.
9. “Encumbrances” or “Encumbrance” means pledges, liens, charges, hypothecs, security interests, leases, title retention agreements, mortgages, restrictions, easements, rights-of-way, options or adverse claims or encumbrances of any kind or character whatsoever.
10. “Engineering Change Control” or “ECC” means the engineering change control procedures as set out in BP-PROC-00539.
11. “Environmental Laws” means all Laws concerning pollution or protection of the environment, public health and safety, including those relating to Releases, or threatened Releases of Hazardous Substances into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances.
12. “EPSCA” means the Electrical Power Systems Construction Association.
13. “EPSCA Agreement” means the labour agreement between EPSCA and certain trade unions or counsels of trade unions governing construction trade work performed at electrical power generation facilities, including the Bruce Site. The EPSCA Agreement, and the parties bound by the EPSCA Agreement, are subject to change from time to time as it is renewed.
14. “ETA” means Part IX of the *Excise Tax Act* (Canada).
15. “Event of Insolvency” means an event or circumstance where:

a Person admits its insolvency or makes a general assignment for the benefit of creditors or any proceeding is instituted by a Person seeking relief or giving notice of its intention to seek relief on its behalf as debtor, or to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, re-organization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or re-organization or relief of debtors, or seeking appointment of a receiver, receiver and manager, interim receiver, trustee, custodian or other similar official for it or any substantial part of its property and assets or a Person takes any action to authorize any of the foregoing; or

any proceeding is instituted against a Person seeking to have an order for relief entered against it as a debtor or to adjudicate it a bankrupt or insolvent or seeking liquidation, winding up, re-organization, arrangement, adjustment or composition of it or its debts under any law relating to a bankruptcy, insolvency or re organization or relief of debtors, or seeking appointment of a receiver, receiver and manager, interim receiver, trustee, custodian or similar official for it or any substantial part of its property and assets, and: (A) such proceeding results in an entry of an order for such relief or any such adjudication or appointment, or (B) if such proceeding is not being contested, or is being contested in good faith, such proceeding continues undismissed, or unstayed and in effect, longer than twenty (20) Business Days from the institution of any such proceeding.

1. “FAT Completion” means that FAT, conducted in accordance with section 5 and the Testing Plan, has successfully demonstrated that the Work satisfies all requirements set out in the Contract Documents.
2. “FAT Completion Date” means the date when FAT Completion has been achieved as set out in the Certificate of FAT Completion.
3. “Foreground Technology” means Technology that is created, developed or acquired by or on behalf of the Supplier, including its Affiliates and Subcontractors, in connection with or in the course of the performance of the Work, including the following:

Improvements thereto created, developed or acquired by or on behalf of such Persons;

Improvements to Supplier Background Technology that are created, developed or acquired by or on behalf of such Persons in connection with or in the course of the performance of the Work; and

Improvements to Bruce Power Technology licensed to such Persons under section 8.

For clarity, Foreground Technology shall include Licensed Foreground Technology.

1. “Good Engineering Practices” means any of the practices, methods and activities adopted by a significant portion of the North American electric generating industry as good practices applicable to, as the context in the Contract Documents requires, the refurbishment, asset management, operation, or all of the foregoing, of nuclear generating facilities of similar design, size and capacity of the Units or any of the practices, methods or activities which, in the exercise of skill, diligence, prudence and judgment by a prudent nuclear electric generator in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition, Laws and the requirements of the Contract Documents (including the applicable permits, drawings and specifications). Good Engineering Practices are not intended: (i) to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather are intended to delineate practices, methods or acts generally accepted in the North American electric generating industry; and (ii) notwithstanding the immediately preceding clause (i), to prevent or discourage innovation in the undertaking of such practices, methods or activities provided that such innovation incorporates the exercise of skill, diligence, prudence and judgment by a prudent nuclear electric generator in light of the facts known at the time.
2. “Governmental Authority” means:

any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; or

any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

1. “Governmental Official” means a Representative or other official of any Governmental Authority, political party, state-owned or controlled enterprise, or any Person acting in an official capacity on behalf thereof, any political party, any candidate for public office or any family member (including spouse, whether married or common law, child, sibling or parent) of any of the Persons listed in this definition.
2. “Hardware” means any computer equipment including communication systems, infrastructure and networks and components or elements of the foregoing such as firmware, screens, terminals, keyboards, disks and cabling and other peripheral and associated electronic equipment but excluding all Software.
3. “Hazardous Substances” means any pollutants, toxic substances, hazardous wastes, hazardous materials, contaminants, and other hazardous substances that are defined to be, that are regulated as, that are listed as or that because of their toxicity, concentration or quantity have characteristics which are hazardous or toxic or capable of producing an adverse effect under any Environmental Laws.
4. “HONI” means Hydro One Networks Inc. and its successors and assigns.
5. “HST” means the harmonized sales tax and goods and services tax as imposed under the ETA.
6. “IESO” means the Independent Electricity System Operator, a corporation existing under the *Electricity Act, 1998* (Ontario), and its successors and assigns.
7. “IESO Related Person” means (i) the directors, agents and representatives (for the purpose of this definition, a “representative” includes any officer, employee, advisor, auditor or consultant of a Person) of the IESO; (ii) Affiliates of the IESO and their agents and other representatives; and (iii) Ministry of Energy, the Ontario Financing Authority, the Office of the Premier of Ontario, the Executive Counsel of Ontario, the Ministry of Attorney General, the Ontario Cabinet and their respective representatives and agents.
8. “Improvement” means Technology consisting of a substantial alteration, change, variation, amendment, improvement, refinement, betterment, modification, upgrade, advancement or enhancement to Technology and for greater certainty, Improvement shall not include any Technology upon which such alteration, change, variation, amendment, improvement, refinement, betterment, modification, upgrade, advancement or enhancement is based. Technology shall also include any alteration, change, variation, amendment, improvement, refinement, betterment, modification, upgrade, advancement or enhancement of any Technology that qualifies as an Improvement. An alteration, change, variation, amendment, improvement, refinement, betterment, modification, upgrade, advancement or enhancement shall be considered to be substantial where it is of material importance, size or worth in relation to the Technology upon which it is based.
9. “Information” means all: trade secrets and other proprietary or confidential information; information, including any information of a scientific, technical, or business nature; standards and specifications; conceptions, ideas, innovations, principles, knowledge and discoveries; Software (including object code and source code); Content; Drawings, Technical Specifications and Documentation; technical expertise; research, developmental, demonstration or engineering work; systems, designs, analytical tools, practices, methods of assessment and techniques; business methods; data and data files including research data; reports, blueprints and as-built plans and specifications, operating, safety and maintenance manuals, documentation of procedures and processes, training, instruction and maintenance manuals, maintenance information and service records, warranty records, reports, copies of design, user and maintenance documentation and bug lists; metrics and statistics; models and samples; all other information, methods, processes, formulations, formulae, technical or procedural information; and literary works, artistic works, pictorial works, graphic works, musical works, dramatic works, audio visual works, performances, sound recordings and signals, including their Content, and any compilations of any of them. Furthermore, Information may:

be embodied in or on any media including systems, Hardware, Software and/or Documentation;

include Inventions, insofar as such Inventions do not fall within the definition of Intellectual Property Rights; and

include elements of public or non-proprietary information, provided that the compilation of such public or non-proprietary information with or without other proprietary information results in such compilation being considered as proprietary to the Person compiling such information.

For greater certainty, Information may include Confidential Information.

1. “Intellectual Property Rights” means all intellectual property rights as recognized under the Laws of Canada, the United States of America or other jurisdictions as applicable, including rights in and to Patents, Copyright, Trade-marks, industrial designs, design patents, integrated circuit topographies and mask works and other intellectual property whether or not registered or registrable. Intellectual Property Rights shall include all:

applications or registrations, including any renewals and extensions thereof and amendments thereto, and rights to apply in any or all countries of the world for such registrations and applications;

rights to bring a Claim, at law or in equity or otherwise, for any past, present and/or future infringement, violation or misappropriation;

income, fees, royalties, damages, Claims and payments now or hereafter due and/or payable, including remedies for past, present or future infringements, violations or misappropriations;

rights and privileges arising under Laws; and

rights of the same or similar effect or nature,

relating to the foregoing and any component thereof throughout the world.

1. “Invention” means any novel, inventive and useful art, method, process, machine (including article or device), manufacture or composition of matter, or any novel, inventive and useful improvement in any art, method, process, machine (including article or device), manufacture or composition of matter.
2. “ITA” means the *Income Tax Act* (Canada) and the *Income Tax Regulations*, as amended from time to time.
3. “Laws” means all laws in respect of which a Party has a legal obligation relating to the Work or its obligations under the Contract Documents, including the following:

federal, provincial or municipal laws, orders-in-council, by-laws, codes, rules, regulations or statutes;

orders, decisions, judgments, injunctions, decrees, awards, directives, rulings or writs of any court, tribunal, arbitrator, Governmental Authority, or other Person having jurisdiction;

rulings and conditions of any licence (including the CNSC Licence), permit, certificate, registration, authorization, consent or approval issued by a Governmental Authority;

legally enforceable policies and guidelines of any Governmental Authority; and

any requirements under or prescribed by applicable common law.

The Laws include all laws which are applicable to Bruce Power, Supplier, Subcontractor, the Project, Work or obligations under the Contract Documents, including Environmental Laws, Privacy Laws and Safety Laws.

1. “Licensed Foreground Technology” means Foreground Technology that consists of: (i) Improvements to Supplier Background Technology which has been identified and disclosed to Bruce Power under section 7; or (ii) Technology that relates solely to automation, including, but not limited to, mechanical and electronic devices used to mark, convey, grip, locate, orient, manipulate, alter, inspect, test, attach, sort, or sense materials, objects or products, and which does not incorporate, relate to or consist of an Improvement to Bruce Power Technology or Bruce Power Confidential Information.
2. “Losses” means any and all liabilities, losses, damages, obligations, payments, fines and penalties, costs or expenses of whatever kind or nature, including accrued interest thereon, and the costs of any and all actions, suits, proceedings, assessments, judgments, settlements and compromises relating thereto and including all costs of litigation, negotiation, mediation, arbitration, or court costs and legal fees on a full indemnity basis in connection therewith.
3. “Make Good”, “Made Good” or “Making Good” means, as applicable, correct, repair, re-work, re-perform, remove, rectify, remedy, replace, re-execute.
4. “Milestones” means the precise and measurable components of the Work that must be completed, including those which must be completed by a certain date and/or those for which the Subcontractor is entitled to a specified payment upon completion, if applicable, which shall be agreed to by the Supplier and set out in in the applicable Purchase Order.
5. “OHSA” means the *Occupational Health and Safety Act* (Ontario) and the respective regulations and any regulatory guidance documents, directives, standards and policies issued from time to time thereunder.
6. “Open Items List” means, in respect of the Work, the list of items requiring completion or correction, but which are not required to be completed to attain Substantial Completion.
7. “OPG” means Ontario Power Generation Inc. and its successors and assigns.
8. “OPG Consent” means any consent of OPG required under the Bruce Site Lease to permit the Subcontractor to be on the Bruce Site during the performance of the Work.
9. “Other Contractor” means any Person engaged directly by Bruce Power to perform work or services at the Bruce Site or elsewhere, other than the Supplier.
10. “Parties” means the Supplier and the Subcontractor, and “Party” means either of them.
11. “Patents” means:

patent applications and issued patents therefor and equivalent rights (including utility models, originals, provisionals, divisionals, reissues, renewals, re-examinations, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, and extensions and applications for the foregoing);

national and multinational counterparts of such patent applications and issued patents applied for or registered in any and all countries of the world;

all rights to apply in any or all countries of the world for such patent applications and issued patents including all rights provided by multinational treaties or conventions for any of the foregoing; and

Inventions described in any of such patent applications and issued patents including those that are included in any claim, capable of being reduced to a claim or could have been included as a claim in any such pending patent applications and issued patents.

1. “Permitted Purpose” shall mean the foregoing for the Bruce Power Business and any and all components thereof:

For Deliverables (other than Documentation),Tools and Spare Parts, for the Customary Use of such Deliverables, Tools and Spare Parts and such other purposes specified in the Contract Documents;

For Deliverables consisting of Documentation (including related Information), for

their use according to custom or usual practices associated with such Deliverables including use, reproduction, replication, alteration, modification, improvement, refinement, display, adaption, derivation, expansion, study, review, transfer of property or possession in and/or to combine, embed or incorporate the subject matter described or depicted therein, in whole or in part, into any goods or services;

the manufacture of goods (including Deliverables, Tools and Spare Parts) or the performance of services which are disclosed in Documentation, including any component thereof (directly and/or indirectly by Third Parties); and

the Customary Use of such goods; and

such other purposes specified in the Contract Documents.

For the avoidance of doubt, the Permitted Purpose shall, notwithstanding any provision, either express or implied, to the contrary in a Contract Document, include the foregoing for any and all components of the Bruce Power Business.  By way of example only, if a Purchase Order specifies the use of Deliverables for one reactor units, such Deliverables may be used with any or all reactor units at the Bruce Site.

1. “Person” shall be broadly interpreted and includes:

a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, trustee, administrator or legal representative, and the heirs, executors, administrators or other personal or legal representatives of a natural person;

a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and

a Governmental Authority.

1. “Personal Information” includes any information, recorded or not, about an identifiable individual and other information that is subject to any Privacy Laws. This includes information in any form, including information such as: age, name, ID numbers, income, ethnic origin, blood type, opinions, evaluations, comments, social status, credit records, loan records, medical records, existence of a dispute between a consumer and a merchant and intentions (for example, to acquire goods or services, or change jobs).
2. “Personnel” means with respect to a Person, its respective employees, directors, officers, representatives and agents and, in the case of Bruce Power, the Augmented Staff.
3. “Place of the Work” means the location where the Work is performed.
4. “Practice” means use, make, manufacture, have made, have manufactured, procure, produce, modify, use, import, export, lease, offer for sale and sell, improve, modify, translate, adapt, refine, derive, combine, incorporate, embed, execute, reproduce, replicate, display or perform (directly and/or indirectly by Third Parties or through multiple tiers).
5. “Prime Rate” means the rate of interest per annum established and reported by the Bank of Nova Scotia to the Bank of Canada from time to time as the reference rate of interest for determination of interest rates that the Bank of Nova Scotia charges to its customers for Canadian dollar loans made in Canada by such bank.
6. “Privacy Laws” means all federal, provincial, state, municipal or other Laws of any Governmental Authority in any jurisdiction governing the handling of Information about an identifiable individual, including the *Personal Information and* *Protection of Electronic Documents Act* (Canada) and equivalent provincial and foreign legislation.
7. “Project” means the Major Component Replacement Program for the Bruce Site, or such other project as may be described in the Purchase Order, of which the Work may form the whole or a part.
8. “PWU” means the Power Workers’ Union.
9. “Receiving Party” means a Party or its Personnel that receives information from a Disclosing Party (provided that providing information directly to a Personnel of a Party shall be deemed to be a provision of such information to such Party under the Agreement or the Contract Documents, as applicable).
10. “Regulatory Requirements” means any and all design, engineering, manufacture and/or construction requirements, specifications, standards, codes, directives, protocols, guidelines and procedures, as set out in the Scoping Documents, or generally known and prevailing and reduced to written form issued, utilized or adopted from time to time, by any Governmental Authority applicable to the Work or any part thereof, as they may be amended, supplemented or replaced from time to time.
11. “Representatives” means, in respect of any Person, such Person, such Person’s Affiliates, its and their respective directors, officers, employees, agents, auditors, advisors (including financial advisors and legal counsel), consultants, contractors and directors, officers and employees of any such agent, auditor, advisor or consultant.
12. "Required Practices" means the standard of care, skill and diligence that would be provided by a qualified, prudent and independent Person with significant knowledge and experience in providing services and work similar to that required by the Contract Documents to suppliers to, and/or owners and/or operators of nuclear generating facilities in Canada in respect of undertakings which are similar in size, magnitude and complexity to the Project under the same or similar circumstances, including facilities or structures of similar design and type to those at the Bruce Site.
13. “Re-Construction Costs” means all costs incurred by Bruce Power and/or Supplier to (i) Make Good work or property (other than the Work) destroyed or damaged by, or as a result of, the Defects or by Subcontractor while Making Good any Defect or (ii) where the Defect in the Work is a Drawing, Technical Specification or other Document, Make Good the work or property (other than the Work) which is based on or the subject matter of such Drawing, Specification or other Document or Make Good work or property damaged by such work or property.
14. “Scheduled Substantial Completion Date” means the scheduled Substantial Completion Date as more particularly set out in a Purchase Order, as such date may be revised by Change Order or Change Directive.
15. “Scheduled Key Milestone Date” means the date by which the applicable Key Milestone must be achieved, as more particularly set out in a Purchase Order.
16. .“Scoping Documents” means the Drawings, Technical Specifications and any scope of work provisions set out in the Contract Documents as of the effective date of a Purchase Order, including the written descriptions, instructions and requirements prepared by or on behalf of Supplier and/or Bruce Power and describing the requirements applicable to the Work (including the qualitative and quantitative requirements for Tools, Spare Parts and Deliverables), which documents may from time to time be changed and/or supplemented through Change Orders or Change Directives.
17. “SCR” or “Station Condition Record” means a written report in accordance with Bruce Power Procedure: Station Condition Record Process #BP-PROC-00060, which documents the circumstances related to an Adverse Condition, which record may include corrective actions taken or planned and investigation results or lessons learned, as required.
18. “Site Rules” means the rules, regulations and procedures of Bruce Power applicable to the Work performed at the Bruce Site, and as contained or referenced in Schedule A.
19. “Society” means The Society of Energy Professionals.
20. “Software” means any computer program, firmware, routine, code, instruction, script, macro, application programming or other interface, tool, document display definition, object library or software tool, or other instruction or set of instructions for Hardware or other Software to follow, whether in source code or object code and whether expressed in any or all languages including embedded program and human interfaces, SQL and other query languages, hypertext markup language and other computer mark-up languages.
21. “Spare Parts” means machinery, Hardware, Software, Content, products, supplies, materials, instruments, equipment, implements and devices and components and parts thereof which do not initially form part of the Tools, but which are required to be delivered by the Subcontractor to the Supplier and/or Bruce Power as spare parts in accordance with Contract Documents.
22. “Start of the Force Majeure Notice Period" means the earlier of:

the time the Party knows, or ought reasonably to have known, of the Force Majeure; or

the time that the Party invoking Force Majeure determined that the reason for its inability to perform or the reason for the delay was the Force Majeure.

1. “Subcontractor Background Technology” means Technology that is owned by or licensed to the Subcontractor, its Affiliates and their subcontractors prior to the date of the Purchase Order, independently from this Agreement or any Purchase Order. For the avoidance of doubt, Subcontractor Background Technology shall not include Foreground Technology (including Licensed Foreground Technology)
2. “Subcontractor Equipment” means all materials, products, parts, tools, machinery, equipment, instruments, implements, devices and other things used, supplied, constructed, fabricated or erected in connection with the performance of the Work by or for the Subcontractor, which items are required for preparing, fabricating, conveying, erecting or otherwise performing the Work but are not intended to become a permanent part of the Work.
3. “Subcontractor Parties” means the Subcontractor, its subcontractors and their Personnel.
4. “Substantial Completion" means:

FAT Completion has been achieved; and

the Substantial Completion requirements set out in the Contract Documents have been met (including the completion or issuance of the tests, inspections, forms and certificates set out in the Contract Documents and the satisfaction of the obligations in the Contract Documents).

1. “Substantial Completion Date" means the date when Substantial Completion has been achieved as set out in the Certificate of Substantial Completion pursuant to the Contract Documents.
2. “Supplemental Instruction” means written supplemental instructions to the Subcontractor to supplement or clarify the Contract Documents as required for the performance of the Work.
3. “Supplier Background Technology” means Technology that is owned by or licensed to a Supplier, its Affiliates and their Subcontractors prior to the effective date of this Agreement or during the term of this Agreement or any Purchase Order, independently from this Agreement or any Purchase Order. For the avoidance of doubt, Supplier Background Technology shall not include Foreground Technology (including Licensed Foreground Technology).
4. “Supplier Code of Conduct” means the code of conduct set out in Schedule B.
5. “Supplier Equipment” means all materials, products, parts, tools, machinery, equipment, instruments, implements, devices and other things used, supplied, constructed, fabricated or erected in connection with the performance of the Work by or for the Supplier, which items are required for preparing, fabricating, conveying, erecting or otherwise performing the Work but are not intended to become a permanent part of the Work.
6. “Supplier Parties” means the Supplier, its subcontractors (excluding the Subcontractor), and their Personnel.
7. “Surplus Products” means Tools and Deliverables, which are not used in the performance of the Work or which ultimately do not form part of the Work.
8. “Systems” means any combination of Hardware and Software, including any telecommunications lines or other networking devices used to link such combination of Hardware and Software.
9. “Taxes” means all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind whatsoever, whether direct or indirect, together with all interest, penalties, fines, additions to tax or other additional amounts, imposed by any Governmental Authority.
10. “Technology” means Information and Intellectual Property Rights.
11. “Technical Specifications” means any written requirements, standards or specifications relating to, or necessary for the performance of the Work, or any phase thereof, attached to, or referred to in, the Contract Documents and any written requirements, standards or specifications prepared by Subcontractor and accepted or approved by Supplier, subsequent to the effective date of the Purchase Order, in connection with the performance of the Work.
12. “Third Party” means a Person who is not a Party.
13. “Time and Material Work” means the portion of the Work paid for on a time and material basis.
14. “Tools” means the tooling, including all machinery, Hardware, Software, Content, products, supplies, materials, instruments, equipment, implements and devices that form part of the tooling, and components and parts thereof, supplied, generated, furnished, delivered, acquired, created, developed, constructed, fabricated, manufactured, procured, produced and modified by Subcontractor as set out in, required by, reasonably inferable from or otherwise described in the Contract Documents and includes any applicable Technology embedded in or forming a part of such tooling and components and parts thereof (which may include Foreground Technology assigned, transferred and conveyed to Supplier and/or Bruce Power under section 8).
15. “Total Completion Date” means the date when Total Completion of the Work has been achieved as set out in the Certificate of Total Completion.
16. “Total Completion of the Work” means Substantial Completion has been achieved, the Tools, Spare Parts and Deliverables have been delivered to Supplier and/or Bruce Power and the Work has been fully and totally completed and accepted by Supplier in accordance with the Contract Documents, including the Making Good of all known Defective Work. For clarity, the Work shall not be fully and totally complete unless and until the Work required to satisfy the Open Items List is complete.
17. “Trade-marks” means trademarks, service marks, certification marks, official marks, trade names, trade dress, distinguishing guises and other distinguishing features used in association with wares or services, logos, slogans, business names, corporate names, uniform resource locators, trading styles, commercial symbols and other source and business identifiers, designs, domain names, whether registered primary domain names or secondary or other higher level domain names, and general intangibles of like nature, whether or not registered or the subject of an application for registration and whether or not registrable and all goodwill associated therewith.
18. “Transfer” or “Transferrable” means any sale, assignment, novation, Encumbrance or other disposition by a Person of any right, title, interest or obligation in or to Technology.
19. “Units” means the nuclear reactors located at the Bruce A Generating Station and the Bruce B Generating Station and respectively know as Bruce A Units 1 to 4, inclusive and Bruce B Units 5 to 8, inclusive and the related facilities known as Unit 0. “Unit” means any one of them.
20. “Warranty Work” means any warranty service provided by the Supplier with respect to a Tool, Spare Part or Deliverable.
21. “Withholding Taxes” means Taxes that Supplier is required by any Laws to deduct, withhold and remit from any fees or other amounts paid or credited or under this Agreement or a Purchase Order in respect of the Work, including all Taxes required to be withheld and remitted under Part XIII of the ITA, or under section 105 of the *Income Tax Regulations*, in respect of amounts paid or credited to a non-resident of Canada.
22. “Work” means everything required to be done or furnished by Subcontractor to ATS under the Contract as set out in, required by, reasonably inferable from or otherwise described in the Contract Documents, and shall include such extra Work as may be authorized in writing by ATS. For greater certainty, Work includes Warranty Work.
23. “Work Schedule” means a detailed resource loaded schedule that sets out the components of each item of Work activity in respect of the Work (including Milestones) and which shall be used by the Subcontractor to control the progress of the Work, as approved in writing by Supplier. This schedule sets out the sufficient level of detail to enable a meaningful critical path network to be developed and to serve as a baseline schedule for the Work.
24. “WSIA” means the *Workplace Safety and Insurance Act, 1997* (Ontario) and its regulations.
25. **CONTRACT DOCUMENTS**
26. For the purposes of interpretation, unless otherwise expressly provided in a Purchase Order, the following documents comprise the contract documents (collectively, the “Contract Documents”):
    * 1. the terms of the Purchase Order which set out, among other terms, all applicable information identified in Schedule A, and include any Drawings, Technical Specifications, Scoping Documents and other applicable documents attached to, or expressly referenced in the Purchase Order;
      2. the terms of this Agreement, including all Schedules, except as specifically excluded in the Purchase Order; and
      3. any documents expressly referred to in this Agreement, the Purchase Order or another Contract Document as Contract Documents.
27. If there are ambiguities, conflicts or inconsistencies between or among any of the provisions of the Contract Documents, such ambiguities, conflicts or inconsistencies shall be resolved with reference to the following:
28. Unless, in respect of a Purchase Order, a different order of priority is provided for in such Purchase Order, the order of priority of Contract Documents, from highest to lowest, shall be:
    * + 1. amendments or supplements to a Contract Document, including Change Orders and Change Directives, which shall govern and take precedence only over those specific provisions of the Contract Document expressly amended or supplemented thereby;
        2. any provision establishing a higher standard of safety, reliability, durability, performance or service shall take precedence over a provision establishing a lower standard of safety, reliability, durability, performance or service;
        3. the Purchase Order including the schedules, exhibits and appendices of the Purchase Order; and
        4. the terms of this Agreement (including the Schedules and Exhibits).
29. Technical Specifications shall govern over Drawings
30. Drawings of larger scale shall govern over those of smaller scale of the same date
31. Dimensions shown on drawings shall govern over dimensions scaled from drawings
32. Later dated Contract Documents shall govern over earlier Contract Documents of the same type
33. **WARRANTIES**
34. The Subcontractor warrants that:
    * 1. The Work performed in fulfillment of the Contract Documents shall not be Defective.
      2. Tools, Spare Parts and Deliverables supplied under any Contract Documents shall be newly manufactured and unused, and not supplied from old or pre-existing inventory to which the Subcontractor has access.
35. Unless otherwise specified in the Purchase Order, the warranty period for Work, including any extension of such period with respect to any Work Made Good shall commence at delivery and end on the date which is thirty-six (36) months thereafter (the “Warranty Period”). Notwithstanding the expiry of a Warranty Period, the warranty obligations of Subcontractor shall continue in respect of any warranty claim made by Supplier or Bruce Power during the applicable Warranty Period but only in respect of the Work forming part of the warranty claim.
36. The warranty and the Subcontractor’s obligations in respect of Warranty Work shall apply to all Warranty Work performed by Subcontractor in response to a warranty claim for a period from Bruce Power’s acceptance of such Warranty Work until the later of: (1) twenty-four (24) months after the date of Bruce Power’s acceptance of such Warranty Work and (2) the end of the Warranty Period.
37. Where Defective Work is discovered during the Warranty Period, Bruce Power or Supplier shall, as soon as reasonably practicable, notify the Subcontractor. Promptly after receipt of such notice, but in any event within any applicable time periods set out in the Purchase Order in respect of the commencement, performance and completion of Work to Make Good the Defect, the Subcontractor shall Make Good the Defective Work. Any such Making Good of the Defect shall conform to all applicable requirements of the applicable Contract Documents and shall be performed at no additional cost to Bruce Power or Supplier.
38. If after receipt by Subcontractor of notice of Defective Work pursuant to section 3.d:
    * 1. Subcontractor fails or refuses within a reasonable time (or within any applicable time periods set out in the Purchase Order) to comply with its obligations to Make Good, or delays beyond a reasonable time (or within any applicable time periods set out in the Purchase Order**)** in commencing, continuing, or completing such obligations; or
      2. Bruce Power or Supplier determines acting reasonably that allowing the Subcontractor to Make Good the Defect could risk a breach of any CNSC Licence, impact the safe operation of the Bruce Site or be a risk to the critical path of a scheduled outage, a major component replacement program outage, emergent service, or operation or plant shutdown or otherwise risk lost generation,

then Bruce Power or Supplier may elect, in its sole discretion, to perform, or engage others who are sufficiently qualified to perform, the work necessary to Make Good the Defect and carry out a forensic review of, the Defective Work (“Self-Correction”) or to perform a temporary correction, intended to provide a short term correction to the Defective Work, including forensic review (the “Temporary Fix”) by giving written notice to the Subcontractor of such election. The warranty shall remain in full force and effect notwithstanding such Self-Correction or Temporary Fix, as the case may be. The Subcontractor shall reimburse Bruce Power and/or Supplier for the direct and reasonable costs incurred in the Self-Correction or Temporary Fix, as the case may be.

1. Any Making Good of Defective Work performed by the Subcontractor shall include, at Bruce Power’s or Supplier’s option:
   * 1. removal and disposal of Defective Work;
     2. installation of repaired or replaced Tools, Spare Parts and Deliverables; and
     3. work by the Subcontractor on a twenty-four (24) hours a day, seven (7) days a week shift basis.
2. All Warranty Work performed shall be at the sole cost of the Subcontractor. If Bruce Power or Supplier has suffered Losses as a result of Defective Work identified during the Warranty Period or Warranty Work, consisting of costs required for diagnostics, disassembly, testing, inspection, re-work, repair, removal, installation, erection, assembly, transportation, insurance and any applicable taxes and Re-Construction Costs, Bruce Power and Supplier shall be reimbursed by the Subcontractor for such Losses, and be entitled to set-off all such Losses against any amounts payable to the Subcontractor.
3. Bruce Power and Supplier shall have the right to participate in, investigate, and observe any Making Good of the Work by Subcontractor, and shall have at least all the same rights of access, information and approval for the Making Good of the Work as it does for all the Work.
4. The Subcontractor shall have in place, and implement, an action item system for the tracking, managing and reporting of Defects in the Work and existing or potential deviations in the Work and the tracking of subsequent recommendations and/or actions to Make Good the Defects and deviations
5. The Subcontractor acknowledges and agrees that the Supplier may assign to Bruce Power all of the Supplier’s rights and interest in the Subcontractor’s Warranty, and thereafter, either Bruce Power or the Supplier may advance a warranty claim thereunder.
6. Systemic and latent defects:
   * 1. The Subcontractor represents, warrants and covenants that it has no knowledge of:
        1. any CFSIs, non-compliance with Subcontractor’s human performance programs on other projects or systemic, latent or repeated defects in goods or services supplied or performed by Subcontractor or its Affiliates to or for other customers which are the same or similar to the goods or services for which Subcontractor is obligated to supply to or perform for the Supplier under the Contract Documents (“Similar Work”); or
        2. CFSIs or defects in Similar Work of which there is a reasonable possibility of also being present in any products, goods or services for which Subcontractor is obligated to supply to or perform for the Supplier under the Contract Documents.
     2. The Subcontractor shall promptly notify the Supplier in writing of:
7. any CFSIs, non-compliance with Subcontractor’s human performance programs or systemic, latent or repeated defects in or in relation to Similar Work; or
8. CFSIs or defects in Similar Work of which there is a reasonable possibility of also being present in any products, goods or services for which the Subcontractor is obligated to supply to or perform for Supplier under the Contract Documents, to the extent, in each case, that the Subcontractor has knowledge of such defects or CFSIs in Similar Work.
   * 1. Following the delivery of any such notice, the Subcontractor shall promptly and at its sole cost undertake, and allow Bruce Power and Supplier to participate in, all examinations, investigations and analysis necessary to determine the root cause of the CFSIs or defects in Similar Work and the Subcontractor shall report its findings to Supplier.
     2. After reporting its findings to Supplier and without limiting its other obligations and responsibilities under the Contract Documents, the Subcontractor shall enter into discussions with Supplier with respect to potential solutions and, at Subcontractor’s cost, shall take preventative or remedial action as is reasonable under the circumstances in an effort to avoid the occurrence of the same defects or CFSIs in the Work.
9. The obligations of the Subcontractor in respect of the warranties provided in section 8.1 or elsewhere in the Contract Documents are exclusive warranty obligations and are in lieu of all other warranty obligations relating to Defective Work discovered during or after the applicable Warranty Period, whether written, oral, implied or statutory, except as otherwise agreed to by the Parties in writing. No implied statutory warranty or condition of merchantability or fitness for a particular purpose applies.
10. The provisions of this section shall not deprive Bruce Power or Supplier of any action, right or remedy otherwise available to Bruce Power or Supplier at law or in equity or otherwise in respect of the obligations and liabilities of the Subcontractor in respect of the Work or the Contract Documents.
11. **QUALITY ASSURANCE**
12. The Subcontractor shall develop and maintain a quality assurance program and quality control program (the “Quality Assurance Program”) based upon the standards and programs set out in the Contract Documents. The Subcontractor shall submit the Quality Assurance Program to Supplier for their reasonable review no later than thirty (30) days prior to commencing the Work or five (5) days after the effective date of the Purchase Order, whichever is later. The Subcontractor shall perform the Work in accordance with the Quality Assurance Program. Without limiting any other provision in the Contract Documents, the Subcontractor shall have in place, and implement, an oversight and verification plan in respect of the Quality Assurance Program to ensure the work performed by the Subcontractor complies with the requirements of the Quality Assurance Program. The level and implementation of the Quality Assurance Program will be subject to quality assurance audit and acceptance by Bruce Power and Supplier acting reasonably. Bruce Power and Supplier may perform surveillance for compliance with the Quality Assurance Program and examine the Work wherever situate for conformance. For the purpose of the immediately preceding sentence, Bruce Power and Supplier shall have pre-scheduled escorted access which shall be provided by the Subcontractor to the location of the Work being performed and pre-scheduled escorted access to the premises of the Subcontractor for the purposes of the aforementioned quality assurance audit and surveillance. Such access will be arranged at no additional cost to Supplier, Bruce Power or the IESO without any change in the schedule for completing the Work or any part thereof, including any applicable Milestone, and so that surveillance of the Work can be carried out before any Work is covered or otherwise obscured.
13. In connection with Supplier’s or Bruce Power’s audit, surveillance and inspection of the Work, the Subcontractor shall and shall demonstrate to the satisfaction of Bruce Power and Supplier acting reasonably that the Work meets the quality assurance requirements of the Contract.
14. Any waiver by Bruce Power or Supplier, and any quality assurance audit, surveillance or acceptance by Bruce Power or Supplier, shall not relieve the Subcontractor from the responsibility of performing the Work in accordance with the Contract Documents.
15. The Subcontractor shall maintain and provide to Bruce Power and Supplier records for the Work in accordance with the Contract Documents and the Quality Assurance Program.
16. The Subcontractor shall promptly correct all instances of non-conformance in accordance with the Subcontractor’s Quality Assurance Program or as otherwise specified in the Contract Documents applicable thereto and report its corrective action to Supplier in writing. Any nonconforming item for which the Subcontractor proposes a disposition to “repair” or “use as is” shall be brought to the attention of Supplier, in writing, highlighting any effects on safety, interchangeability, performance, reliability, maintainability, and shelf life as applicable. Supplier’s approval, acting reasonably, of such dispositions is required before the Subcontractor may proceed with such disposition.
17. The Subcontractor shall be responsible for establishing, implementing and administering a human performance program (the “Human Performance Program”), which among other matters shall be designed to minimize human error and risk to safety and which shall be of a standard substantially equivalent to, or more rigorous than, Supplier’s human performance program. A copy of the Subcontractor’s approved Human Performance Program will be provided to Supplier within forty-five (45) days of the date of the Purchase Order. The Subcontractor shall adhere to and comply with, and shall cause its Personnel to adhere to and comply with the approved Human Performance Program and shall report any corrective action to Supplier in writing.
18. Any audits, surveillance, reviews and/or inspections authorized by this Agreement shall be subject to Subcontractor’s receipt of reasonable prior written notice. At all times, Supplier, Bruce Power and any other Person permitted access to the Subcontractor’s facility shall comply with Subcontractor’s reasonable confidentiality, safety and security policies and procedures. Notwithstanding the foregoing, the Subcontractor, the Supplier and Bruce Power will agree on a list of key Supplier and Bruce Power Personnel forming the Supplier / Bruce Power oversight team who will be provided with access badges to allow access to defined areas within the Subcontractor’s facility.
19. **REVIEW, TESTING AND INSPECTION**
20. If required by Supplier, the following provisions apply with respect to factory acceptance testing to be performed to demonstrate that the Work meets all requirements set out in the Contract Documents:
    * 1. Supplier and Subcontractor shall agree in writing upon an acceptance test plan (“Test Plan”). The Test Plan shall set out the testing process to be employed during the FAT.
      2. A factory acceptance test to demonstrate that the Work satisfies all requirements set out in the Contract Documents (“FAT”) shall be performed by Subcontractor and Supplier at Subcontractor’s facility, or such other facility as may be agreed upon in writing by the Parties, in accordance with the Test Plan. The FAT shall commence within five (5) Business Days following notice from Subcontractor to Supplier confirming completion of the Work, or at such other time as may be agreed upon in writing by the Parties. Such testing shall be carried out in accordance with the Test Plan. Following FAT Completion, Supplier shall promptly issue a Certificate of FAT Completion to the Subcontractor. The Work will not be shipped to the Supplier prior to the FAT Completion Date unless otherwise agreed to by the Parties in writing.
      3. Subcontractor shall carry out such remedial work as is necessary to achieve FAT Completion and correct Defective Work at no additional charge to Supplier. Once remedial work is complete, the Work will be re-tested at no additional charge to Supplier and this process shall continue until FAT Completion is achieved.
      4. Additional testing and inspection requirements shall be set out in each applicable Purchase Order and the Contract Documents applicable thereto. Such requirements shall include inspection and testing by the Supplier and Subcontractor as applicable.
21. Review and Inspection of the Work:
22. The Subcontractor shall provide sufficient, safe, and proper facilities at all times for the review of the Work and the inspection of the Work by Supplier, an applicable Governmental Authority, Bruce Power and their respective personnel. Supplier, Bruce Power and any Person authorized by Bruce Power shall have access to the Place of the Work to inspect any Work being performed there and the Subcontractor shall cooperate in providing such access. The Subcontractor shall provide access to such Work whenever and wherever it is in progress.
23. If Work is designated for tests, inspections, or approvals in the Contract Documents, or pursuant to Laws, the Subcontractor shall give Supplier reasonable notice of when such Work will be ready for review and inspection. The Subcontractor shall arrange for and shall give Supplier notice of the date and time of inspections by other authorities.
24. The Subcontractor shall furnish promptly to Supplier three copies of certificates and inspection reports, relating to the Work prepared by the Subcontractor or any Governmental Authority.
25. If the Subcontractor covers, or permits to be covered, Work that has been designated for special tests, inspections, or approvals in accordance with the inspection test plan to be delivered by the Subcontractor pursuant to the Contract Documents before such special tests, inspections, or approvals are made, given or completed, the Subcontractor shall, if so directed, uncover such Work, have the inspections or tests satisfactorily completed, and Make Good the recovering of such Work at the Subcontractor's cost.
26. In the event that the Work does not achieve FAT Completion at a scheduled FAT test, Supplier may order any portion or portions of the Work to be examined to confirm that such Work is in accordance with the requirements of the Contract Documents. If such Work is not in accordance with the requirements of the Contract Documents, the Subcontractor, at its cost, shall Make Good the Work.
27. If following an unsuccessful FAT test, Subcontractor has not been able to perform the remedial work to the Work necessary to achieve FAT Completion, such failure shall constitute a Purchase Order Event of Default.
28. *Responsibility Disclaimer – Bruce Power*:
29. Bruce Power shall not be responsible for and shall not have control, charge, or supervision of means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Work, except to the extent that Bruce Power agrees to assume such control, charge or supervision pursuant to a Change Order. Bruce Power shall not be responsible for the Subcontractor’s failure to carry out the Work in accordance with the Contract Documents.
30. Any certificate, review, inspection, comment, acceptance, audit, survey or rejection, or failure to certify, review, inspect, comment, accept, audit, survey or reject, by Bruce Power, in whole or in part, shall not:
    * + 1. impose on Bruce Power responsibility for the sequencing, scheduling or progress of the Work;
        2. be deemed to confirm that any schedule is a reasonable plan for providing the Work in accordance with the relevant Work Schedule;
        3. constitute an approval, disapproval, endorsement or confirmation of any Documentation or Work or an acknowledgment by Bruce Power that any such Documentation or Work satisfies the requirements of the Contract Documents;
        4. affect or change the Subcontractor’s obligation to perform the Work in accordance with the Contract Documents; or
        5. have the effect of waiving or diminishing any obligation of, or limiting any liability of, the Subcontractor or of transferring any obligation under the Purchase Order from the Supplier to Bruce Power or otherwise have the effect of amending the Contract Documents.
31. **INDEMNITIES**
32. Subcontractor shall indemnify, defend and hold harmless the Supplier Parties from and against all Claims brought against, or Losses suffered, sustained, or incurred by, the Supplier to the extent arising out of any one or more of the following:
33. any breach, or non-compliance with any Laws, and/or the Safety Plan to the extent caused by the Subcontractor;
34. The Subcontractor bringing or permitting to be brought onto the Bruce Site or the Place of the Work any Hazardous Substances including as a result of or arising from any spill, including any Release or threatened Release of any Hazardous Substance, which has or may have an adverse effect upon the environment or human health or safety as a consequence of or in any manner connected with the performance of the Contract by the Subcontractor;
35. any actual or alleged infringement, violation or misappropriation of any Third Party Technology by the Practice of Supplier Background Technology, Foreground Technology or any component thereof or the Work (for the avoidance of doubt, excluding any such Claim or Losses pertaining to Bruce Power Technology);
36. a breach by Subcontractor of its obligations of confidentiality;
37. any lien or written notice of lien by a Person alleging payment owing from Subcontractor in respect of the performance of the Work registered against the Bruce Site or given to Bruce Power including all costs incurred by Supplier and Bruce Power in the defence of any lawsuit commenced in respect of any lien claim (including legal fees and disbursements); and
38. Subcontractor’s failure to withhold or remit when due to the applicable Governmental Authority all Taxes for which it is liable in accordance with Laws.
39. Subcontractor acknowledges that in the TPA, Bruce Power agreed to indemnify, defend and hold harmless the Supplier, the Supplier Parties, their Affiliates, their subcontractors and their respective directors, officers, employees and agents (collectively, the “Supplier Indemnified Parties”), from and against all Claims brought against, or Losses suffered, sustained, or incurred by, the Supplier Indemnified Parties: (a) to the extent of the liability of Bruce Power or its general partner, Bruce Power Inc. (or any successor thereto) as a nuclear operator under the *Nuclear Liability Act* (Canada) for such Losses, subject to any exceptions set forth therein; (b) arising out of any actual or alleged infringement, violation or misappropriation of any Third Party Technology pertaining to the Supplier’s Practice of any Bruce Power Technology or any component thereof: and (c) arising out of a breach by Bruce Power of its obligations under section the confidentiality obligations of the TPA.
40. **INSURANCE**
41. The Subcontractor shall provide and maintain in full force and effect with financially responsible insurance carriers acceptable to Supplier and Bruce Power, or with the appropriate government agency, the following insurance which shall take effect as of the date of the Purchase Order and shall remain in effect until the end of the Warranty Period, except as otherwise provided below or in the Purchase Order:
42. the Subcontractor shall carry a comprehensive general liability insurance policy with limits of at least $5 millioninclusive for both bodily injury, including death, personal injury and damage to property, including loss of use thereof for each occurrence, which policy shall specifically include but not be limited to the following where applicable:
    * + 1. blanket contractual liability;
        2. damage to property on any site where Work is, or is to be, performedincluding loss of use thereof;
        3. pollution liability coverage on at least a sudden and accidental basis;
        4. products and completed operations (which policy the Subcontractor shall maintain for a period not less than 24 months post Total Completion of the Work);
        5. employer’s liability;
        6. tenant’s legal liability;
        7. non-owned automobile liability; and
        8. broad form property damage;
43. the Subcontractor shall carry motor vehicle liability insurance covering all licensed motor vehicles owned, rented or leased and used in connection with the Work, which insurance shall cover (A) bodily injury and property damage liability to a combined inclusive minimum limit of $2 million per incident and (B) mandatory accident benefits;
44. the Subcontractor shall, at all times, maintain in full force and effect professional liability (errors and omissions) insurance in an amount not less than $2 million covering the period from the effective date of the Purchase Order through to Total Completion of the Work and for a further discovery period of five (5) years after the Total Completion Date;
45. the Subcontractor shall pay all premiums as required under the WSIA or similar applicable legislation covering all persons employed by the Subcontractor for work performed under Contract Documents; and
46. the Subcontractor shall carry insurance covering Subcontractor equipment and tools owned, rented or leased for the full replacement cost of such equipment and tools on an all-risks basis, subject to normal exclusions.
47. Certificates of Insurance:
48. Immediately following the execution of this Agreement by the Parties and before starting Work under any Contract Documents, the Subcontractor shall provide to Supplier a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverages required here are in effect. Subcontractor warrants that the coverages will not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policies of insurance which restricts or reduces coverage, without thirty (30) days advance written notice from Subcontractor by registered mail, or courier, receipt required, to Supplier.
49. Failure of Supplier to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Supplier to identify a deficiency from evidence provided will not be construed as a waiver of the Subcontractor’s obligation to maintain such insurance.
50. The acceptance of delivery by Supplier of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by Supplier that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
51. If the Subcontractor fails to maintain the insurance as set forth above such failure constitutes a Subcontractor Event of Default. Supplier will have the right, but not the obligation, to purchase said insurance at the Subcontractor’s cost, except to the extent the Contract Documents expressly require such costs to be reimbursable to the Subcontractor, in which case, such costs shall not be at the Subcontractor’s cost. In such cases, for so long as Supplier has purchased such insurance, such failure shall not constitute a Subcontractor Event of Default.
52. If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the Subcontractor’s final invoice.
53. All premiums and deductibles for insurance required to be maintained by the Subcontractor pursuant to the Contract Documents shall be to the account of the Subcontractor.
54. With the exception of automobile liability insurance, all insurance policies noted above shall specify that it is primary coverage and not contributory with or in excess of any other insurance that may be maintained by Supplier.
55. All insurance limits above are expressed in Canadian dollars.
56. The Subcontractor shall cause its insurers to provide in the requisite certificates of insurance described in this section 6 that they waive their rights to subrogation against the additional insureds under such policies.
57. All insurance policies which the Subcontractor is required to carry shall name Supplier and Bruce Power as Additional Insureds under coverage required under section 6.a.i.
58. A waiver of subrogation shall be provided by the insurers to Supplier Bruce Power in respect of coverage under section 7.a.v.
59. **TECHNOLOGY**
60. *Licence of Bruce Power Technology for the Work*
61. In the TPA, Bruce Power granted to the Supplier a licence to use Bruce Power Technology that Bruce Power contributes or provides to the Supplier solely for the Supplier’s use in performance of the Supplier’s work under the TPA. Such licence is non-exclusive, royalty free, paid up and non-Transferable and subject to the conditions set out in the TPA.
62. Supplier hereby grants to Subcontractor a sublicense to use the Bruce Power Technology that Supplier contributes or provides to Subcontractor solely for the Subcontractor’s use in performance of the Work under the Contract Documents. Such licence is non-exclusive, royalty free, paid up and non-Transferable and subject to the conditions set out in the TPA.
63. The term of the sublicence shall be extended for the period necessary for the Subcontractor to perform Warranty Work under the Contract Documents solely for the purpose of performing such Warranty Work.
64. Bruce Power Technology licensed shall:
    * + 1. not be used in any manner not contemplated by the Contract Documents or in connection with any product, service or other Technology that is not within the scope of such Work without Bruce Power’s prior written consent;
        2. only be used in compliance with the Contract Documents;
        3. not include the right to enter into agreements to grant sub-licences of such Technology or to provide such Technology, in whole or in part, to any other Person without the prior written consent of Supplier and Bruce Power;
        4. only be copied, in whole or in part, where reasonably required for the permitted purpose;
        5. not be reverse engineered, disassembled, decompiled or decoded without Supplier and Bruce Power’s prior written consent.
65. The sublicence shall terminate upon the earlier of:
66. the termination or expiration of the Contract;
67. the completion of the Work under the Contract; and
68. the termination of the Supplier’s licence to use Bruce Power Technology as provided for in the TPA;
69. The sublicence shall not include the right to grant further sub-licences.
70. *Foreground Technology and Improvements*
71. All Foreground Technology shall be legally and beneficially owned by Supplier, and the Subcontractor hereby assigns, transfers and conveys, to Supplier all of their right, title and interest in Foreground Technology as the Foreground Technology is created, developed or acquired or otherwise comes into existence. For the avoidance of doubt, all assignments, transfers and conveyances of Foreground Technology shall include an assignment of all:
72. applications or registrations, including any renewals and extensions thereof and amendments thereto, and rights to apply in any or all countries of the world for such registrations and applications;
73. rights to bring a Claim, at law or in equity or otherwise, for any past, present and/or future infringement, violation or misappropriation;
74. income, fees, royalties, payments and other amounts now or hereafter due and/or payable, including any remedies for past, present or future infringements, violations or misappropriations including damages, accounting of profits, injunctive relief, delivery up and any and all other remedies of any kind;
75. rights and privileges arising under Laws; and
76. rights of the same or similar effect or nature,

relating to such Foreground Technology.

1. Foreground Technology shall be deemed to be the Confidential Information of Supplier and not the Confidential Information of the Subcontractor.
2. In the TPA, Supplier agrees to Transfer ownership of the Foreground to Bruce Power. For the avoidance of doubt, and without limitation to any other rights under the Contract Documents:
3. Bruce Power may Practice the Foreground Technology for any purpose, including for the Bruce Power Business. For the avoidance of doubt, the right to Practice Foreground Technology includes the right to manufacture, procure, produce and/or modify, directly by Bruce Power and/or indirectly by Third Parties, tools or any parts or component thereof;
4. Improvements to Foreground Technology created, developed or acquired by or on behalf of the Subcontractor, Improvements to Subcontractor Background Technology that are created, developed or acquired by or on behalf of the Subcontractor in connection with or in the course of performance of the Work and Improvements to Bruce Power Technology licensed hereunder shall be considered to be legally and beneficially owned by Bruce Power and assigned, transferred and conveyed to Bruce Power; and
5. Improvements to Subcontractor Background Technology licensed to Bruce Power hereunder that are created, developed or acquired solely by Bruce Power and/or its sublicensees at any time shall be considered to be Bruce Power Technology and legally and beneficially owned by Bruce Power. Such Improvements shall be deemed to be the Confidential Information of Bruce Power.
6. *Acknowledgements* - The Subcontractor agrees and acknowledges that:
7. all licences of Bruce Power Technology hereunder and Licensed Foreground Technology hereunder are strictly licensed rights;
8. it shall not have the right to:
9. assert Claims or other enforcement rights under, or on account of, any Foreground Technology or Bruce Power Technology, including all causes of action and other enforcement rights and remedies for past, present or future infringements, violations or misappropriations of such Technology; or
10. to collect income, fees, royalties, payments and other amounts under or on account of such Technology at any time;
11. it shall not:
12. challenge Bruce Power’s right, title, interest in or ownership of Foreground Technology or Bruce Power Technology;
13. challenge Bruce Power’s right to Practice Foreground Technology or Bruce Power Technology;
14. challenge Bruce Power’s right to Practice Subcontractor Background Technology licensed hereunder, provided that Bruce Power is in compliance with the terms of license as set out in this Agreement; or
15. attack or contest the validity or enforceability of any Foreground Technology or Bruce Power Technology.

Without limiting the foregoing, the Subcontractor hereby recognizes and acknowledges the validity of any such Technology consisting of Patents and shall not contest such validity either directly or indirectly or by assisting other Persons; and

1. it shall not knowingly use or incorporate into any Work any Technology the use of which by Bruce Power would be likely to infringe, violate or misappropriate the Technology of any Third Party.
2. *License of Subcontractor Background Technology*
3. The Subcontractor shall grant, and hereby grants, to Supplier to further Transfer to Bruce Power a non-exclusive, fully paid up and royalty-free licence to Practice Subcontractor Background Technology in connection with:
4. the Work for the Permitted Purposes; and
5. the Practice of Foreground Technology.

For the avoidance of doubt, such grant does not include the right to Commercialize Subcontractor Background Technology without Subcontractor’s prior written consent.

1. The licence conferred hereunder shall be:
2. effective as of the date of the Purchase Order; and
3. perpetual, non-terminable and irrevocable.
4. The licence conferred hereunder includes the right to:
5. sub-license such rights to any Person including Affiliates of Bruce Power and Third Parties. For the avoidance of doubt, for Deliverables consisting of Documentation, such right to sub-license shall include the right to sublicense Subcontractor Background Technology directly and/or indirectly to Third Parties for the manufacture of goods (including Deliverables, Tools and Spare Parts) or the performance of services which are disclosed in the Documentation, including any component thereof;
6. Practice the media delivered by the Subcontractor in or upon which such Subcontractor Background Technology may be embodied, stored or otherwise recorded;
7. create, develop or acquire Improvements to such Subcontractor Background Technology; and
8. Practice such Subcontractor Background Technology in combination with other Technology.
9. Subcontractor Background Technology shall be deemed to be the Confidential Information of the Subcontractor and not the Confidential Information of Supplier or Bruce Power.
10. The licence conferred hereunder shall be further Transferrable by Bruce Power, in whole or in part, to a successor operator(s) or owner(s) of the Bruce Power Business, BPI, or OPG or their respective successors and assigns.
11. *Disclosure and Delivery of Technology*
12. Each Party shall designate a representative or representatives who shall act as the primary point of contact for each such Party in connection with all matters relating to the identification, disclosure and delivery of Technology and Confidential Information under this Agreement and the Contract Documents. A Party may change its representative in its sole discretion. Each Party shall provide the other Party with the names, addresses and contact information of such Party’s representatives. Each Party shall be given written notice to the other Party of any replacement representative as soon as is reasonably practical after such replacement.
13. The Subcontractor agrees that:
14. To the extent that such Technology can be identified and described, it shall provide a description of the Foreground Technology to be assigned;
15. it shall deliver to Supplier on behalf of Bruce Power:

original copies of all Foreground Technology; and

upon the request of Bruce Power, copies of all Subcontractor Background Technology reasonably necessary for Bruce Power's enjoyment of the licensed rights conferred hereunder, including for the purpose of verifying Subcontractor’s rights in, or ownership of the Subcontractor Background Technology (provided that the Subcontractor is only obligated to use Commercially Reasonable Efforts to locate such copies); and

1. without limiting the foregoing, Subcontractor Background Technology may include;

Information that Bruce Power may be required to disclose to Governmental Authorities in connection with the Work;

Information to ensure and confirm that the Work complies with the Contract Documents;

Native files for all such Technology consisting of Information;

source code for Software consisting of or forming a component or part of Deliverables, Tools or Spare Parts (except for Software consisting of Third Party Equipment);

Information consisting of reports prepared by Third Parties or Affiliates, supporting calculations and other methods and data used by the Subcontractor in preparing engineering assessments; and/or

design documentation and testing reports for Tools, Spare Parts and Deliverables.

1. **TECHNOLOGY WARRANTY AND OTHER MATTERS**
2. *Technology Representations and Warranties*
3. The Subcontractor represents, warrants and covenants specifically, as of the effective date of the assignment of Foreground Technology to Bruce Power under section 7, the licensing of Subcontractor Background Technology under the Contract Documents or the performance of the Work under the Contract Documents, and except as where otherwise may be expressly agreed to by Bruce Power in writing in the Purchase Order, that:
4. such Technology has not been licensed, assigned, transferred or conveyed or otherwise Encumbered in a manner that conflicts with the terms and conditions of the Contract Documents. Without limiting the foregoing, the Subcontractor represents, warrants and covenants that it has the right, power and authority under the Purchase Order to:

assign, transfer and convey the Foreground Technology; and

license Subcontractor Background Technology,

free and clear of Encumbrances of any kind whatsoever;

1. there are no Claims that have been asserted, including by way of counterclaim, against the Subcontractor relating to such Technology or the Work, including any Claim;

alleging that such Technology or the Practice thereof infringes, violates or misappropriates the Technology (including the confidential or proprietary information) of any other Person; or

challenging or questioning the ownership of such Technology;

1. to Subcontractor’s knowledge, the Practice of such Technology and the Work does not infringe, violate or constitute a misappropriation of the Technology or other rights (including confidential or proprietary information) owned by or licensed to any Person;
2. there are no outstanding judgements, orders or decrees or agreements or stipulation that restricts in any manner the assignment, transfer or conveyance or the licensing of such Technology, the Practice of such Technology or the Work;
3. the Subcontractor is holding Subcontractor Background Technology licensed under the Contract Documents of which it is not the sole owner with the consent of or licence from the other owner of such Technology, and no default of such consent or licence exists or shall exist on the part of the Subcontractor or the owner of such Technology; and
4. all individuals who have been involved in the creation or development of Foreground Technology have assigned all of their right, title and interest in and to that Technology to the Subcontractor and waived any authors or moral rights that they may have in any such Technology consisting of works that are subject to Copyright.

For the avoidance of doubt, such representations, warranties and covenants do not apply to Bruce Power Technology.

1. *Patent Prosecution* - Bruce Power has the sole and exclusive authority with respect to all matters, including administrative and procedural matters, relating to the worldwide filing prosecution and maintenance of Foreground Technology and Bruce Power Technology. As used herein, “filing, prosecution and maintenance” shall include, the filing of continuations, continuations-in-part, and divisionals; the conduct of interferences and oppositions; requests for re-examination, reissues, revocation, nullification and extensions of patent terms. The Subcontractor shall not seek to patent any Invention, to register any work that is subject to Copyright or to obtain any other Intellectual Property Right for any Foreground Technology or Bruce Power Technology. If any application for registration is or has been filed by any of such Person(s), the Subcontractor shall assign, transfer and convey, hereby assigns, transfers and conveys, and shall cause such Person(s) to assign, transfer and convey to Bruce Power all right, title and interest that such Person(s) may have in such subject matter. Such Person(s) shall do those things that Bruce Power may request to enable Bruce Power to perfect and maintain its title to and to obtain for itself or its nominees title in such subject matter. Such Persons shall reimburse Bruce Power for all reasonable costs, including all costs associated with any litigation or other legal proceedings in connection with any such attempt by any such Person(s) to file a Patent for an invention, register any work that is subject to Copyright or to obtain any other Intellectual Property Right for any aspect of such Technology.
2. *Claims*
3. Each Party shall promptly give notice to the other Party of any Claim against it which comes to its attention that any Subcontractor Background Technology licensed to Bruce Power under the Contract Documents or the Foreground Technology constitutes an infringement, violation or misappropriation of the Technology of another Person (for the avoidance of doubt this section does not apply to Claims pertaining to Bruce Power Technology):
4. As between the Parties to this Agreement, the Subcontractor shall defend and control the defense of any such Claim against Supplier and/or Bruce Power;
5. Supplier and/or Bruce Power shall not defend any such Claim brought against it without the agreement of the Subcontractor;
6. The Subcontractor shall defend such Claim brought against Supplier and/or Bruce Power or its authorized sublicensees at its own expense and by counsel of its own choice;
7. The Subcontractor shall also pay all costs and damages awarded therein against Supplier and/or Bruce Power or its authorized sublicensees, including reasonable legal fees and disbursements;
8. The Subcontractor shall be free to enter into a settlement, consent judgment, or other voluntary disposition of any such Claim, provided that any settlement, consent judgment or other voluntary disposition of any such Claim that (i) limits the ability of Bruce Power or its authorized sublicensees to Practice the Subcontractor Background Technology or Foreground Technology; (ii) restricts the use of the Deliverables by Bruce Power or its authorized sublicensees; or (iii) admits fault or wrongdoing on the part of Supplier and/or Bruce Power or its authorized sublicensees must be approved by Supplier and Bruce Power, acting reasonably;
9. Supplier and Bruce Power shall make available all other reasonably requested and reasonably required information, assistance, and authority it possesses for the defence of any such Claim provided that the Subcontractor shall reimburse Supplier and Bruce Power and its authorized sublicensees for any reasonable, documented out of pocket expenses incurred in providing such assistance;
10. The Subcontractor may defend any such Claim brought against it without the consent or agreement of Supplier and Bruce Power; and
11. The Parties shall cooperate and exchange information concerning such Claims.
12. *Modification of Work* **-** If any Work (including Deliverables, Tool or Spare Part) or any component or part thereof provided by the Subcontractor under the Contract Documents, in Supplier’s or Bruce Power’s reasonable opinion, is, does or is likely to infringe, violate or misappropriate the Technology of any other Person (including by reason of the Subcontractor Background Technology and/or Foreground Technology incorporated therein, but not by reason of the Bruce Power Technology incorporated therein),  Bruce Power shall provide written notice of its opinion to the Subcontractor and, at the Subcontractor’s sole cost after consultation with Supplier and Bruce Power, and in compliance with Supplier’s and Bruce Power’s direction acting reasonably as to the course of action, the Subcontractor shall do any or all of the following in order to resolve the infringement, violation or misappropriation:
13. modify the applicable Work or component part thereof so that it does not infringe, violate or misappropriate such other Person’s Technology;
14. obtain for Supplier and Bruce Power a release from any such infringement, violation or misappropriation; or
15. replace the applicable Work or component part thereof with a substantially equivalent non-infringing Work.

Notwithstanding the foregoing, in no event shall Subcontractor be liable or otherwise responsible for any Claim (including any obligation to indemnify for and/or defend any such Claim) for infringement, violation or misappropriation of the Technology of another Person that relates to: (A) any Work, or part, or other item which is manufactured in accordance with standards and specifications specified in any Contract Documents provided by Bruce Power or the Supplier; (B) any Work or part, or other item which is modified by a party other than Subcontractor; or (C) any Claim to the extent that such Claim arises from the Subcontractor’s Practice of licensed Bruce Power Technology.

1. *Trade-marks* - Notwithstanding the licences conferred under section 7, no Party shall use any Trade-mark or anything confusingly similar to any Trade-mark of the other Party except with the prior written consent of that other Party. Any Party granting such approval shall comply with any and all restrictions on such use as a Party may provide in writing from time to time. Notwithstanding the foregoing, each Party may use the legal or trade name of the other Party only where necessary to reflect the factual nature of a Party's participation in this Agreement or a Purchase Order.
2. *Insolvency of Subcontractor* **-** The Parties recognize this Agreement and each Purchase Order is personal to the Parties and that intellectual property law excuses a Party, without its consent, from accepting the performance from or rendering performance to anyone other than the other Party. Bruce Power and Supplier shall have the benefit of any laws in force from time to time which provide for the protection of licensees’ rights generally in the Event of Insolvency of the Subcontractor. The Subcontractor hereby acknowledges and agrees that if this Agreement or a Purchase Order is disclaimed or resiliated under any provision of any Insolvency Law, including any provision of section 65.11 of the *Bankruptcy and Insolvency Act* (Canada) or section 32 of the *Companies’ Creditors Arrangement Act* (Canada):
3. it shall not exercise its rights to object to the issuance of the disclaimer or resiliation under such Insolvency Law; and
4. Bruce Power and Supplier shall retain its rights to use Subcontractor Background Technology under such Insolvency Law.

The Subcontractor also hereby irrevocably waives all arguments and defenses arising under such Insolvency Laws including section 84.1(3) of the *Bankruptcy and Insolvency Act* (Canada) or section 11.3(2) of the *Companies’ Creditors Arrangement Act* (Canada) or any successor provisions.

1. *Property Rights and Title to Work*
2. Subject to the terms of license in section 7, the Supplier acknowledges and agrees that:
3. Bruce Power shall have full ownership of all personal property rights in any Work whether or not the use of the Work in the absence of a licence would constitute an infringement, violation or misappropriation of any Technology owned by or licensed to theSubcontractor; and
4. all physical media on which data is recorded that may be furnished by Bruce Power under the Contract Documents, or in connection with the Work, shall remain Bruce Power’s personal property.
5. *Further Assurances* **-** Upon Supplier’s or Bruce Power’s request, the Subcontractor shall promptly, and shall cause their Personnel to promptly, sign all the documents, licenses, assignments, forms and papers, give testimony and to do all other lawful things which may be necessary to give effect to section 7 and 8 which may include:
6. obtaining, as may be applicable, any assignments, and executing any written documents to give effect to the assignment or licensing of Technology hereunder;
7. executing such further documents as may be necessary or desirable to record the right, title and interest of Bruce Power in and to Foreground Technology, including to effect, validate, perfect and record any assignment, transfer or conveyance provided for in this Agreement or the Contract Documents in any applicable office or agency; and
8. assisting Bruce Power in pursuing all applications and/or to file other applications in Canada and elsewhere throughout the world for Foreground Technology in the name of Bruce Power.
9. *Documentation Requirements*
10. The Subcontractor shall ensure that for Deliverables consisting of Documentation (including related Information), including design specifications, that the Subcontractor shall clearly specify in such Documentation whether the goods or any component thereof disclosed in such Documentation are to be obtained from or sourced with Third Party suppliers and/or the Subcontractor (such goods or components which are sourced by Supplier or Bruce Power from such suppliers and/or the Subcontractor shall be referred to herein as “Third Party Equipment”). The Subcontractor shall provide full particulars of all published standards and specification in the Documentation for all Third Party Equipment; provided that on a monthly basis, Subcontractor shall provide Supplier with a list of those Third Party Equipment suppliers who will not agree to the release of such standards and/or specifications to Supplier. The Subcontractor shall only identify Third Party Equipment in the Documentation where such goods or components are generic products normally acquired by a contractor from a Third Party during the manufacture or construction of the goods or components disclosed in the Documentation (such as wiring, fasteners and structural elements) or where the Subcontractor recommends the use of Third Party Equipment based on factors including function, quality, durability, reliability, ease of repair or refurbishment, cost, convenience or other factors that would provide a material commercial and/or functional advantage to Supplier or Bruce Power over and above the provision of standards and specifications for the manufacture of goods or components that would be a substitute for such Third Party Equipment.
11. The Parties acknowledge that catalogue identification numbers will be assigned to all Tools, Spare Parts and Deliverables in accordance with the BP-PROC-00224.
12. The Subcontractor shall prepare and maintain throughout the performance of the Work, records to be generated pursuant to the requirements of the Quality Assurance Program (collectively, the “Quality Records”). The Quality Records shall include a catalogue identification number and shall be made available to Supplier or Bruce Power upon either’s request.
13. The Subcontractor shall prepare and deliver to Supplier for each item of Work all documents required by, and in accordance with, the applicable design code including the following:
14. table of contents; history file or docket; acceptance forms, copies of non-conformance reports, certificate of conformance, certificate of compliance, operating manuals, general arrangement drawing, product description, component specification, catalogue and model number, test procedure/reports, TSSA statutory declaration and other records; and
15. records for all pressure boundary items.
16. *Notices*
17. All Documentation provided to Supplier by the Subcontractor which consists of Foreground Technology shall bear only the following proprietary mark(s) and Copyright notices:

“This document includes information which is proprietary to Bruce Power. Except for any rights expressly granted by contract, no further publication or commercial use may be made of this document, in whole or in part, without the express, written consent of Bruce Power”

1. All Documentation provided to Supplier by the Subcontractor which consists of Subcontractor Background Technology shall not bear any notation identifying the Documentation as to be used only with the permission of Subcontractor but may bear a notation identifying the Documentation as the property of the Subcontractor. Such Documentation shall bear the following proprietary mark(s) and Copyright notices:

“This document may include information which is proprietary to Bruce Power and/or third parties. Publication and commercial use may be made of this document, in whole or in part, by Bruce Power in the business of Bruce Power. Notwithstanding any other notification on this document, third parties may use this document based on the consent of Bruce Power”

1. **CONFIDENTIALITY**

The Subcontractor acknowledges and agrees that Bruce Power may disclose Confidential Information of the Subcontractor received from the Supplier or the Subcontractor to this Agreement or the Contract Documents to the IESO and any IESO Related Person in accordance with the BPRIA, for all purposes of the BPRIA, including public announcements in respect thereof.

1. **RECORDS AND AUDIT**
2. Prior to the completion of all Work under the Contract Documents and thereafter for a period of ten (10) years, the Subcontractor shall permit Supplier, Bruce Power and its Representatives to inspect and audit and carry out forensic reviews of copies of books and records (including timesheets and invoices) and any other document, data or information of the Subcontractor relating to the Agreement and the Contract Documents, at any reasonable time during normal business hours and upon reasonable notice, as deemed necessary by Bruce Power or the IESO. Without limiting the generality of the foregoing, such inspection and audit may relate to:
3. verifying charges related to the Work, including in connection with any audit, assessment or re-assessment of Bruce Power by any tax authority;
4. inspecting and reviewing the performance of the Work and verifying compliance with the obligations of this Agreement and the Contract Documents;
5. verifying the efficiency and effectiveness of the Work;
6. the nature, scope and identity of Subcontractor Background Technology licensed hereunder and Foreground Technology;
7. the controls, practices and procedures used by the Subcontractor in the performance of the Work;
8. compliance with Laws, including all laws for the collection, export, use, disclosure, protection, storage, destruction and processing of nuclear and Personal Information;
9. verifying or reconciling invoices and charges related to the Work; and
10. verifying compliance with the Anti-Corruption Laws.

In addition, the Subcontractor shall reasonably assist and co-operate with Bruce Power and its Representatives, at Bruce Power’s cost, in settling any such tax audit, assessment or re-assessment. Subcontractor shall supply to Bruce Power and its Representatives, certified copies of their books, payrolls, accounts and other records (including technical materials and reports) or provide Bruce Power and its Representatives with access thereto, as reasonably required by Bruce Power in respect of such inspection or audit. Such inspection or audit may be focused on financial, engineering, management, quality assurance, procurement processes and practices, procedure compliance, environmental or safety issues.

1. Bruce Power shall be responsible for all costs related to audits performed pursuant to this section 10, including the reasonable cost incurred by the Subcontractor for internal and external time and resources committed to such audits. The Subcontractor shall cooperate fully with any audit performed by or on behalf of the Bruce Power. The Subcontractor shall correct all errors or deficiencies in any books, accounts and records discovered during any audits performed pursuant to this section. Notwithstanding the foregoing, should an audit disclose that such errors or deficiencies have resulted in Subcontractor receiving more than two percent (2%)more than what the Subcontractor was owed under the Purchase Order, the Subcontractor shall be responsible for all direct and reasonable costs paid or payable by Bruce Power to the Third Party auditor as compensation for such audit.
2. The Subcontractor shall keep complete and accurate books, accounts and records and all other data which Bruce Power or the IESO or their respective representatives have a right to review, inspect, audit or access pursuant to this section or otherwise required to be maintained by any of them for the purpose of the proper administration of the Work and their activities and obligations relating thereto, including proper books, accounts, records (including original receipts, vouchers, time reports and procedures) or to document the cost, estimate or valuation of the Work including in connection with any audit, assessment or re-assessment of Bruce Power by any tax authority. All such books, accounts, records and data shall be maintained as required by Laws but for no less than the period referred to in section 10.a or such longer period otherwise required by the applicable Purchase Order. If, at any time prior to the date on which the last payment for the Work must be made, the Subcontractor fails to keep such adequate records or data or fails to provide copies or access to such records or data when requested in accordance with section 10.a, Supplier may withhold payments owing under the applicable Purchase Order until such time as the foregoing obligations have been satisfied.
3. Without limiting the generality of any other provision in this Agreement or the Contract Document, the Subcontractor acknowledges and agrees as follows:
4. The Subcontractor agrees to permit access by Supplier, Bruce Power, the IESO and their respective Representatives during normal business hours following reasonable prior written notice, to the technical, design, construction, manufacturing, fabrication, procurement, and detailed costing information of the Subcontractor relating to the Work that the Supplier or Bruce Power is entitled to receive and the Subcontractor’s records pertaining to the Work.
5. Bruce Power may disclose to the IESO and its Representatives information relating to the costing and scheduling of the applicable Work.
6. All information described in this section shall be deemed to be Confidential Information.
7. **ASSIGNMENT AND SUBCONTRACTING**
8. The Subcontractor shall not sub-contract the whole or any part of the Work without the prior written consent of Supplier, and only on such terms and conditions as approved by Supplier. The Subcontractor shall not change any of the sub-subcontractors that Supplier has consented to, without the prior written consent of Supplier.
9. The Subcontractor acknowledges and agrees that this Agreement shall be assignable, at Bruce Power's option, to Bruce Power or an Other Contractor identified by Bruce Power, in the event that Bruce Power terminates the TPA for cause, provided that Bruce Power shall not by virtue of this section have any contractual obligations to the Subcontractor, unless and until Bruce Power exercises its right to have this Agreement assigned to Bruce Power. The assignment provided for in this section shall be:
10. an assumption of the Subcontractor’s obligations and liabilities under this Agreement arising from and after the effective date of the assignment. For clarity, Bruce Power shall not assume any of the Supplier’s obligations or liabilities arising prior to the effective date of the assignment; and
11. an assignment of the Supplier’s rights and remedies under this Agreement arising either prior to, on or after the effective date of the assignment.
12. Unless Supplier has provided its prior written consent, the Subcontractor shall not assign or novate its rights and obligations under the Contract Documents, in whole or in part.
13. **EXECUTION OF THE WORK**
14. *General*. Subcontractor covenants and agrees as follows:
15. all Work shall be performed in a competent, safe, professional and diligent manner, using only suitably qualified and experienced personnel.
16. all Work shall in all respects comply with, and conform to the Contract Documents and the Required Practices. If there is any conflict between or among any of such requirements, the Subcontractor shall notify Supplier in writing of such conflict, and unless otherwise instructed, shall comply with the highest practice standards, whether prescribed by the Required Practices or the Contract Documents;
17. all Work, including all Tools, Spare Parts and Deliverables, shall be free from all Encumbrances;
18. all Tools, Spare Parts and Deliverables shall be supplied with accurate and sufficient information and instructions as to use to ensure that when put to use in accordance with operation manuals they will present no risk to health or property;
19. all Tools, Spare Parts and Deliverables supplied shall be new (unless otherwise specified in a Purchase Order), of sound material and workmanship;
20. the Subcontractor shall cooperate with Supplier in the performance of the Subcontractor’s obligations under this Agreement and the Contract Documents and shall provide Supplier with timely access to Subcontractor personnel to respond to questions and enquiries made by Supplier concerning the Work;
21. Subcontractor shall comply with the Bruce Power Supplier Code of Conduct, attached as Schedule B; and
22. Except as otherwise expressly provided in the applicable Purchase Order, the Subcontractor shall provide all Subcontractor Equipment, goods, labour, supervision, Tools, Spare Parts, Deliverables, utilities, transportation and other facilities and services necessary for the performance and timely completion of the Work (including the supply of consumables required to start up and initially operate the Tools) in accordance with the applicable Contract Documents.
23. *IESO*

The Subcontractor shall cooperate with Supplier, Bruce Power and IESO in respect of all IESO requirements in relation to the Project and the Work including with respect to information, approval, access and documentation.

1. *Work Schedule.*
2. The Subcontractor shall prepare a Work Schedule for the Work. Each Work Schedule will incorporate resource-loaded staffing plans for the Work for effective monitoring of progress. The Work Schedule shall include the following:
3. the descriptions and their respective completion dates and the applicable Milestones, Key Milestones and timelines as set out in the Contract Documents;
4. all major activities, including the delivery dates for the Tools, Spare Parts, Deliverables and Subcontractor Equipment and starting and completion dates, and durations;
5. interfaces between the Work and the work of Supplier and Other Contractors; and
6. duration for the preparation, review and approval of Documentation by both Parties.
7. Without limiting the generality of any other requirement, the Work Schedule shall depict all current approved major categories of Work with start and end dates for such Work, holdpoints, show the critical path for the entire Work program to which such schedule relates and otherwise comply with the requirements of a level 3 schedule and the requirements of the Contract Documents. The Work Schedule, Scheduled Key Milestone Dates and the dates by which other Milestones are to be completed shall only be subject to adjustment in accordance with the Contract Documents.
8. The Subcontractor shall prepare, monitor and update the Work Schedule in accordance with the Required Practices and OPEX based on critical path methodology.
9. The Subcontractor shall utilize the scheduling software for the Work as required by the Contract Documents.
10. If any draft Work Schedule is not acceptable to Supplier, acting reasonably, the Subcontractor shall review each draft initial Work Schedule submitted to Supplier and any draft updated Work Schedule submitted to Supplier. Supplier shall conduct such reviews and provide a response. If shall, no later than seven (7) days after receipt of Supplier’s comments, revise the draft Work Schedule and re-submit the amended Work Schedule for Supplier’s review.
11. *Reporting Requirements* - Except as otherwise provided in a Purchase Order the Subcontractor shall comply with the reporting requirements as set out in this section.
12. The Subcontractor shall provide to Supplier the reports required under the applicable Contract Documents. Supplier may at any time and from time to time waive the requirement to include any particular item in any report in connection with the Work or may reduce the frequency of any report but in such event shall have the right to reinstate any item and increase the frequency of reporting to the times provided in the Contract Documents.
13. Except as otherwise provided in a Purchase Order, the Subcontractor shall prepare and deliver a monthly report by the third (3rd) Business Day of each calendar month commencing one month following the start of the Work. Each report shall show the progress of Work in the preceding calendar month and shall, unless otherwise indicated in the Contract Documents or required by Supplier, contain the following information for Work performed in the preceding calendar month:
14. a procurement/manufacturing/fabrication progress versus plan (monthly, cumulative and estimate at completion (“**EAC**”));
15. an overall Work progress versus plan (monthly, cumulative and EAC);
16. a summary of quality assurance and quality control issues and resolutions, if any;
17. a summary of all safety or environmental incidents at the Place of the Work (other than the Bruce Site) which arose in connection with the performance of the Work;
18. a subcontract summary (including progress report, status, key issues and quality assurance or quality control issues);
19. Change Order and Change Directive reports, if any;
20. safety statistics (monthly and cumulative) for the Work;
21. reporting on planned value, earned value and the Time and Material Charges;
22. reporting on planned Milestones to be achieved and actual Milestones achieved;
23. for Time and Material Work:
    * + - 1. an updated cost report to include a performance invoice showing accrual amount, broken down by design package;
          2. a detailed cost report in Excel format capturing monthly, cumulative and EAC costs for the Work. Subcontractor shall also provide and present a detailed estimate to complete the Work and a detailed anticipated final cost of the Work together with a comparison versus the comparable planned cost and earned cost; and
          3. a variance/trend report in Excel format providing detailed justification of all variances reported and corrective action plans for bringing cost or schedule variance back in line with the original estimated cost and/or schedule;
24. Subcontractor’s statement as to the status of the Work including areas of concern; and
25. such other information as identified in the Contract Documents.
26. Except as otherwise provided in a Purchase Order, the Subcontractor shall prepare and deliver a weekly written report commencing the week following the start of the Work, which report shall be delivered as soon as reasonably practicable and in any event not later than 2:00 p.m. on the 2nd Business Day of each calendar week and shall show the progress of such Work during the prior calendar week. The reports for all Work shall, unless otherwise indicated in the Contract Documents or required by Supplier, contain the following information for Work performed in the preceding week:
27. a procurement/manufacturing/fabrication progress versus plan (monthly, cumulative and EAC);
28. an overall Work progress versus plan (monthly, cumulative and EAC);
29. a summary of quality assurance and quality control issues issues and resolutions, if any;
30. Change Order and Change Directive reports, if any;
31. safety statistics (monthly and cumulative) for the Work;
32. reporting on planned value, earned value and, for Time and Material Work, actual cost of the Time and Material Work (reporting shall be in dollar format) and the earned value report shall include reports on the performance of Subcontractor in respect of the cost performance index and the schedule performance index;
33. an updated schedule for the Work;
34. a summary of all non-conformance reports maintained by the Subcontractor;
35. a summary of all Subcontractor-generated SCRs to date;
36. a management report including bio-assay omissions and vehicle infractions;
37. a cumulative summary report of all foreign material events due to Subcontractor's equipment or actions;
38. for Time and Material Work:
    * + - 1. a weekly labour summary supported by timesheets approved by Subcontractor and recorded in accordance with the Bruce Power Time and Attendance Policy. This labour summary shall be submitted to Supplier for review against Bruce Power's timekeeping systems and the Bruce Power Time and Attendance Policy. Supplier will provide Subcontractor with a reconciliation between Subcontractor's weekly labour summary and the timekeeping data. Subcontractor shall provide all additional information with respect to any discrepancies between the weekly labour summary and the timekeeping data to ensure that the supporting documents for each Invoice accurately reflect the labour provided by Subcontractor on the dates submitted with such Invoice. At all times, Subcontractor shall comply with the Bruce Power Time and Attendance Policy or such other timekeeping system indicated in the Contract Documents;
          2. a detailed cost report in Excel format capturing weekly, cumulative and EAC costs for the Work. Subcontractor shall also provide and present a detailed estimate to complete the Work and a detailed anticipated final cost of the Work together with a comparison versus the comparable planned cost and earned cost;
          3. a variance/trend report in Excel format providing detailed justification of all variances reported and corrective action plans for bringing cost or schedule variance back in line with the original estimated cost and/or schedule; and
39. Subcontractor’s statement as to the status of the Work including areas of concern.
40. Except as otherwise provided in a Purchase Order, the Subcontractor shall prepare and deliver a daily written report commencing the day following the date of the start of the Work. The daily report shall, unless otherwise indicated in the Contract Documents or required by Supplier contain the following information for the Work:
41. progress in the last twenty-four (24) hours;
42. planned activities in next twenty-four (24) hours;
43. completion date and time;
44. next evolution readiness; and
45. issues or risks that could affect safety, schedule or cost.
46. Upon the written request of Supplier, the Subcontractor shall deliver to Supplier a copy of the Subcontractor’s financial statements for the most recently completed fiscal quarter.
47. To the extent required by the Contract Documents, the Subcontractor shall, during the performance of its obligations under the applicable Contract Documents, comply with the covenants with respect to the financial condition of the Subcontractor and/or its Affiliates and provide the financial reports, in each case as set out in the applicable Contract Documents.
48. For greater certainty, nothing in this section shall relieve the Subcontractor from its obligation to execute the Work to completion in accordance with the Work Schedule or other requirements of the Contract Documents.
49. *Interpretation and Submissions*.
50. Supplier shall be, in the first instance and acting reasonably, the interpreter of the requirements of this Agreement and the Contract Document and shall, in the first instance, and acting reasonably, make findings as to the performance thereof by the Subcontractor, subject to the Subcontractor’s right to dispute any such interpretations or findings in accordance with the section 17.
51. Except as otherwise set out in the Purchase Order, Supplier shall conduct its reviews, and provide its comments, its acceptance or its advice of deficiencies in respect of the Subcontractor's requests, documents, proposals or samples, acting reasonably and within the time period required by the Work Schedule, where applicable, or where the time period is not reflected in the Work Schedule, in accordance with the time periods set out in the Contract Documents (including the Communications Protocol), following receipt of such Subcontractor's requests, documents, proposals or samples by Supplier.
52. The Subcontractor shall be responsible for meeting each of the Scheduled Key Milestone Dates, where applicable notwithstanding any requirement for the Subcontractor to revise the Work in accordance with Supplier’s review results, comments, or advice of deficiencies resulting in non-acceptance of any request, document, proposal or sample submitted by the Subcontractor.
53. *Site Inspection*
54. The Subcontractor shall be liable for damages to any pole line, conduit, water main, sewer main, and other underground and over ground utilities and structures (collectively, the “Utilities”) as a result of any negligent act or omission of the Personnel of the Subcontractor and in the event of such negligence, the Subcontractor shall not, be entitled to, or seek, reimbursement of, any cost or an extension in time under the Contract Documents.
55. The Subcontractor acknowledges and represents that prior to entering into the Purchase Order with Supplier for the performance of the Work and throughout the Term, that the Subcontractor, consistent with the Required Practices and OPEX:
56. has made examinations, inspections and “walk downs” of the Bruce Site including:
    * + - 1. examinations and inspections (excluding dismantling and inspection of components and uncovering of buried or otherwise concealed components except to the extent such dismantling, inspection and uncovering has been already carried out by the Subcontractor or is otherwise required in the Contract Documents) that it deemed necessary to determine difficulties and hazards incidental to the Work, or the subject matter of the Work, whether arising from the nature and location or proximity of the Work, or the subject matter of the Work, to adjacent facilities, conditions of the site, equipment, and other building structures, or otherwise, and has determined to the Subcontractor’s reasonable satisfaction the nature and extent of such difficulties and hazards;
          2. walkdowns in the field for the purpose of the Subcontractor familiarizing itself with, and developing expertise in respect of the Bruce Site; and
          3. examinations and investigations necessary for the purpose of complying with its OPEX obligations; and
57. has satisfied itself, consistent with Required Practices and OPEX, as to the scope and character of the Work and all conditions affecting the Work or the performance of the Work, the physical conditions of the Place of the Work (within the Bruce Site).
58. *Other Work Activities*.

When separate contracts are awarded by Bruce Power or Supplier to Other Contractors for any services, work or tasks in respect of other parts or aspects of the Project (together, “Other Project Work”) or when Other Project Work is performed by Supplier, the Subcontractor shall:

1. cooperate with Supplier and Other Contractors in respect of the introduction and storage of their products and the use of their construction machinery and equipment to execute their work;
2. participate with Other Contractors and Supplier in reviewing their schedules when directed to do so and co-ordinate with access; and
3. where part of the Work is affected by or depends upon for its proper execution the work of or integration with the work of Other Contractors or Supplier, promptly report to the Supplier Project Manager in writing and prior to proceeding with that part of the Work, any deficiencies in such work that the Subcontractor may discover.
4. *Subcontractor Owned and/or Provided Temporary Supports, Structures and Facilities*.
5. To the extent any aspect of Subcontractor’s Work is to be performed at the Bruce Site, and unless expressly specified otherwise in the Contract Documents, the Subcontractor shall have the sole responsibility for the design, erection, operation, maintenance, and removal of temporary supports, structures, and facilities owned and/or provided by the Subcontractor in respect of the Work, as well as the sole responsibility for the design and execution of construction methods required in their use.
6. To the extent any aspect of Subcontractor’s Work is to be performed at the Bruce Site, the Subcontractor shall engage and pay for registered professional engineering Personnel skilled in the appropriate disciplines to perform those functions where required by Laws or the Contract Documents and in all cases where such temporary supports, structures, and facilities and their method of construction are of such a nature that registered professional engineering skill is required in accordance with the Required Practices to produce safe and satisfactory results.
7. To the extent any aspect of Subcontractor’s Work is to be performed at the Bruce Site, notwithstanding that the Contract Documents may include designs for temporary supports, structures, and facilities or specify a method of construction in whole or in part, the Subcontractor shall be held responsible for that part of the design and the specified method of construction.
8. *Documentation, Drawings and Specifications*.
9. Supplier shall make available to the Subcontractor all Documentation which are expressly listed in the Contract Documents as being provided by Bruce Power (“BP Deliverables”). Title to all BP Deliverables supplied to Subcontractor during the course of the Work shall remain with Bruce Power at all times. The Subcontractor shall return to Bruce Power all BP Deliverables within thirty (30) days following the expiration of the applicable Warranty Period.
10. The Subcontractor shall review all BP Deliverables and other Contract Documents for errors, inconsistencies and omissions and shall promptly report to Supplier the discovery of any apparent error, inconsistency, omission or other deficiency arising out of such review or the Subcontractor’s use of the BP Deliverables or other Contract Documents. If the Subcontractor discovers what appears to be an error, inconsistency, omission or other deficiency in the BP Deliverables or other Contract Documents, the Subcontractor shall not proceed with the Work affected until Supplier has determined whether there is in fact an error, inconsistency, omission or other deficiency in the BP Deliverables or other Contract Documents.
11. The Subcontractor shall be responsible and liable for any errors, inconsistencies, omissions or other deficiencies and any Losses caused thereby in any Scoping Documents or other Contract Documents relating to the Work prepared by or to the extent modified by the Subcontractor. Supplier shall not be responsible or liable to the Subcontractor for any Losses to the extent caused by such errors, inconsistencies, omissions or other deficiencies notwithstanding any approval by or on behalf of Supplier of such Scoping Documents or other Contract Documents.
12. The Subcontractor shall not, be entitled to, or seek, reimbursement of, any cost or an extension in time, in respect of any error, inconsistency, omission or other deficiency in any Scoping Documents or other Contract Documents prepared by or to the extent modified by the Subcontractor.
13. *Documents at the Place of the Work and Information to be Provided by the Subcontractor*.
14. The Subcontractor shall control, store and retain, at the Place of the Work, copies (which may be in electronic format) of all submittals, reports, and records of meetings relating to the Work, in good order and readily available for review by Supplier. The Subcontractor shall control, store and retain all pressure boundaries records and all quality assurance records in accordance with the requirements of all Codes.
15. Any information to be provided to Supplier pursuant to the terms of this Agreement or the Contract Documents shall be provided in either hard copy or an electronic format, provided that if the Subcontractor has such information in an electronic format, the Subcontractor shall provide it in such electronic format if so requested by the Supplier.
16. *Safety*.
17. The Subcontractor will comply with all Laws pertaining to employment standards, occupational health and safety, labour relations, workers' compensation, employment equity and all other legislation applicable to the safety of its employees (the “Safety Laws”) and the Contract Documents (whether or not safety related).
18. The Subcontractor shall be responsible for establishing, coordinating, implementing, administering and updating, as required, a safety plan (the “Safety Plan”) for the performance of the Work at the Place of the Work. The Safety Plan shall be of a standard substantially equivalent to or more rigorous than the Bruce Power Safety Rules and shall comply with all Safety Laws. Subcontractor shall adhere to and comply with the approved Safety Plan. The Subcontractor shall submit the Safety Plan to Supplier for review by the earlier of sixty (60) days after the effective date of the Purchase Order or thirty (30) days prior to commencing any Work at the Bruce Site. If Supplier provides the Subcontractor with a new or updated procedure after the effective date of the Purchase Order, such procedure shall be considered Supplemental Instructions subject to section 3.6 and the Safety Plan shall be updated to reflect such new or updated procedure, subject to Supplier’s approval.
19. The Safety Plan shall form a part of the Contract Documents and the Subcontractor shall be bound to comply with the obligations and provisions of the Safety Plan once established.
20. The Subcontractor shall inform its Personnel and shall cause the Subcontractors to inform their Personnel of the safety practices and other requirements of the Site Rules and the Safety Plan. Except as expressly stated otherwise in the Contract Documents as being the responsibility of Supplier, the Subcontractor shall furnish suitable safety equipment for the performance of the Work and enforce the use of such equipment by its and the Subcontractor's employees and all other Persons for whom the Subcontractor is accountable in respect of the Work.
21. The Subcontractor shall provide Supplier with a copy of its corporate level health and safety program (the “Subcontractor's Health and Safety Program”) and shall promptly provide Supplier with any updates, amendments or supplements thereto.
22. The Subcontractor shall cooperate and coordinate with the Subcontractors on safety matters. To the extent any representative of Supplier or Bruce Power at the Bruce Site observes and informs the Subcontractor of a violation of the OHSA requirements by the Subcontractor or a Subcontractor, the Subcontractor shall promptly rectify and/or shall cause the Subcontractors to rectify such violation so as to become compliant with the OHSA requirements at no cost to Supplier or Bruce Power.
23. The Subcontractor shall conduct, and shall cause its Affiliates and the Subcontractors to conduct, their operations at the Place of the Work and promptly take all precautions that are reasonably necessary to safeguard against any risk of bodily harm to individuals or damage to property and shall make regular safety inspections of all equipment used in connection with the Work. The Subcontractor shall be responsible for the discovery, determination and correction of any unsafe conditions arising in connection with the performance of the Work. Upon discovery, the Subcontractor shall promptly report to Supplier any safety or environmental incidents at the Bruce Site which arise in connection with the performance of the Work. The Subcontractor shall report to Supplier any safety or environmental incidents at the Place of Work (other than the Bruce Site) on a monthly basis.
24. Upon the failure of the Subcontractor to comply with any of the requirements set out in this section, Supplier shall have the authority to stop any Work affected by such failure until the condition is remedied. No part of the time lost due to any such stop order caused by the Subcontractor shall be made the subject of a claim for extension of time or for increased costs by the Subcontractor or increase in the Fixed Prices. The Subcontractor, to the extent that such stop order is attributable to the Subcontractor, shall not be entitled to, or seek reimbursement of any cost or an extension in time under the Contract Documents as a result of Supplier’s exercising its stop Work authority under this section.
25. The Subcontractor shall cooperate and participate in the reporting of events and the subsequent investigations of any events precipitated by the Subcontractor as a result of a breach by the Subcontractor of a Safety Law or the negligence of the Subcontractor including any such events for which an SCR is generated. The Subcontractor will generally deal with all such events and will assist Supplier in addressing such events (including those events for which an SCR is generated), at the Subcontractor’s cost and shall not be entitled to be reimbursed therefor by Supplier and without extension in the dates in the Work Schedule.
26. SCRs and significant events may be required to be reported and filed with the CNSC. The Subcontractor acknowledges and agrees that only Bruce Power will have contact with CNSC in respect of reporting significant events and the filing of SCRs. Supplier will provide the Subcontractor with procedures to be undertaken by Bruce Power for filing SCRs. The Subcontractor will provide assistance to Bruce Power required to facilitate Bruce Power’s process of reporting significant events and filing SCRs including:
27. making all efforts required by Laws to preserve the information, data or evidence relating to the significant event or Adverse Condition including causes and circumstances; and
28. transferring all information, data and evidence preserved to Bruce Power within one (1) hour of Bruce Power’s request.
29. *Labour.*
30. The Subcontractor shall maintain good order and discipline among the Subcontractor’s Personnel engaged on the Work.
31. The Subcontractor shall perform all aspects of the Work at the Bruce Site in compliance with, and so as not to conflict with, the terms of any applicable Bruce Power Collective Agreement, or as otherwise directed, ordered or otherwise required by the Ontario Labour Relations Board or other Governmental Authority. If directed by Bruce Power, or directed, ordered or otherwise required by the Ontario Labour Relations Board or other Governmental Authority, the Subcontractor shall cause the Work to be performed at the Bruce Site in compliance with, and so as not to conflict with, any applicable Bruce Power Collective Agreement in respect of the Work.
32. This section shall not in any way reduce the Subcontractor's obligations to Supplier to perform the Work in accordance with the Contract Documents.
33. The Subcontractor shall notify Supplier immediately upon becoming aware of, or receiving notice of:
34. the occurrence of an actual or threatened objection;
35. a grievance; or
36. a dispute,

with respect to Work assignment at the Bruce Site related to or any provision of, the Bruce Power Collective Agreement by, to or on behalf of the Personnel of the Subcontractor or any union in connected with the performance of the Work.

1. Without limiting the generality of the foregoing provisions of this section, the Subcontractor acknowledges that Bruce Power uses a unionized work force. Accordingly all Work at the Bruce Site must be carried out in compliance with the Bruce Power Collective Agreements (all of which are available to the Subcontractor upon request on the understanding that they are subject to change from time to time).
2. *Codes and Standards*.
3. The Subcontractor shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with the Codes.
4. If there is a conflict between the standards required by the Codes, then the Subcontractor shall perform and complete the Work in compliance with the higher or more rigorous standard. All proposed modifications shall be submitted to Supplier. If submission to the CNSC is necessary, the review shall be submitted to Supplier for submission by Bruce Power to the CNSC.
5. Unless Supplier elects otherwise, the Subcontractor shall comply with the version of Codes based on "code effective dates" determined in accordance with CSA Standard N285 (Series). For greater certainty, all Codes effective at the commencement of the Work under the Purchase Order shall be applicable for the duration of the Purchase Order term.
6. Subject to the application of standards required by the Codes, whenever the Contract Documents provides for a standard for the Work or segments thereof, the applicable edition of such standard shall be the edition in effect as of the date of the Purchase Order, unless a different edition of the standard is otherwise specified in the Contract Documents. Such references shall be considered as part of the Technical Specifications as much as if the pertinent portions of those references were printed herein in their entirety.
7. Without limiting the generality of the foregoing, if the Subcontractor has any doubt as to what Code applies to any aspect of the Work, the matter will be discussed with and determined by Supplier.
8. *Subcontractor Equipment*.

The Subcontractor shall ensure that all Subcontractor Equipment specially designated, designed, constructed, fabricated and/or erected for the performance of the Work at the Bruce Site, will be used solely in the performance of the Work during the period for which its use is scheduled, and will have a permanent, indelible and unique alphanumeric identification marking. Prior to commencing Work at the Bruce Site, the Subcontractor shall provide Supplier with an itemized list of all Subcontractor Equipment to be used in the performance of the Work at the Bruce Site, which shall include a breakdown of any Subcontractor Equipment that Subcontractor believes is likely to be contaminated during the performance of the Work. Supplier shall review such list and shall notify the Subcontractor of which Subcontractor Equipment is approved for use at the Bruce Site. The Subcontractor shall provide Supplier with updated lists if any additional Subcontractor Equipment is required at the Bruce Site during the performance of the Work and Supplier shall approve such updated lists. The Subcontractor shall not bring any Subcontractor Equipment onto the Bruce Site that has not been approved by Supplier for use at the Bruce Site. The Subcontractor shall be responsible for safeguarding all Subcontractor Equipment while in its custody and control, and shall be responsible for maintaining a system of inventory control while at the Bruce Site acceptable to Supplier. The Subcontractor shall ensure that all Subcontractor Equipment complies with all Laws, the Required Practices and is suitable for performing the Work.

1. *Use of the Work*.
2. The Subcontractor shall confine and store Subcontractor Equipment, Bruce Power Equipment, Bruce Power Materials, other materials, and operations of employees to limits indicated by Laws or the Contract Documents and shall not unreasonably encumber the Bruce Site with Tools, Spare Parts and Deliverables or Subcontractor Equipment.
3. The Subcontractor shall not load or permit to be loaded any part of the Work or the Bruce Site with a weight or force that will endanger the safety of the Work or the Bruce Site.
4. *Cleanup and Demobilization*.
5. The Subcontractor shall ensure that the Work, the Bruce Site and the Place of the Work (within the Bruce Site) are maintained in a tidy condition and free from the accumulation of waste materials and debris.
6. Prior to the final invoice under the Purchase Order being issued to Supplier, the Subcontractor shall remove from the Bruce Site:
7. all waste materials and debris relating to the Work, and shall place them in waste containers provided by Bruce Power at the Bruce Site, and shall leave the Work and the Place of the Work (within the Bruce Site) as clean as the area was originally found by the Subcontractor at the start of the Work, and suitable for occupancy by Bruce Power before attainment of the Substantial Completion Date; and
8. all Subcontractor Equipment and all Surplus Products. The cost for all Surplus Products shall be reimbursed or credited to Supplier for all final Invoices issued, to the extent Supplier has paid for such Surplus Products.
9. In order to minimize costs to the Project and ensure an orderly demobilization of all Personnel, the Subcontractor shall cause all Subcontractor Parties, to peacefully leave the Bruce Site, and if applicable, return all Bruce Power keys, access cards, vehicle decals, and other items related to access to the Bruce Site as soon as such Subcontractor Parties are not required for the performance of the Work.
10. *Design and Engineering Services*.
11. The Subcontractor acknowledges and agrees that the Scoping Documents include Supplier’s requirements (including design objectives and parameters, performance requirements, constraints and criteria, spatial and functional requirements and relationships, flexibility and potential for expansion, special equipment and systems, and Site Rules) and represent the basis of the design and the minimum requirements for the Work.
12. Without limiting the generality of the foregoing, the Subcontractor shall prepare the detailed designs, drawings, specifications and other documents (including the Detailed Design Documents and Final Design Documents) in accordance with the Contract Documents. Without limiting the generality of the foregoing, the Work (including the Subcontractor’s design obligations):
13. to the extent required by Laws, Regulatory Requirements or the Contract Documents, shall be inclusive of all aspects of design, engineering and administration by accredited professionals necessary for Total Completion of the Work and the overall operation of the Work designed, engineering and manufactured by the Subcontractor as required by the Contract Documents;
14. shall be performed in accordance with the Required Practices; and
15. subject to the Subcontractor’s Defective Work and warranty obligations pursuant to section 8, shall include any redesign or additional design necessitated by errors, inconsistencies, omissions or other deficiencies in the detailed designs, drawings, specifications and other documents (including Final Design Documents and Detailed Design Documents).
16. The Subcontractor shall:
17. cause its design professionals to be available to attend discussions with Bruce Power and/or Supplier at all reasonable times during the term of the Purchase Order, provided that for Fixed Price Work, the parties shall agree upon and identify in the Purchase Order the limits on time availability for such discussions to support the Milestones;
18. prepare all designs, drawings, specifications or other documents (including Final Design Documents and Detailed Design Documents) in sufficient detail to satisfy all Laws and Regulatory Requirements; and
19. provide all other services and materials relating to the designs, drawings, specifications or other documents as contemplated in the Contract Documents including the Scoping Documents.
20. The Subcontractor shall, based on the Scoping Documents, prepare for Supplier’s review and acceptance conceptual design documents in conformance with the requirements of the Contract Documents, and illustrating the scale and character of the Work and how the parts of the Work functionally relate to each other.
21. The Subcontractor shall, based on the Scoping Documents and the conceptual design documents accepted by Supplier, prepare for Supplier’s review and acceptance preliminary design documents in conformance with the requirements of the Contract Documents, and consisting of drawings, specifications and other documents appropriate to the size of the Work to describe the size and character of the entire Work including architectural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
22. The Subcontractor shall:
23. based on the applicable Contract Documents including the Scoping Documents and the preliminary design documents accepted by Supplier, prepare for Supplier’s review the design Documents to the level of “90% complete design” in conformance with the requirements of the Contract Documents. The Subcontractor shall ensure the such design Documents are in sufficient detail to:
    * + - 1. reasonably enable Supplier to fully understand how the scope of the Work will be met;
          2. provide its subcontractors sufficient instruction to execute the Work and to document its quality; and
          3. allow the manufacture of the Tools, Spare Parts and Deliverables in accordance with the requirements of the Contract Documents;
24. on the basis of the 90% complete design Documents and the comments received thereon by Supplier, shall prepare the Detailed Design Documents;
25. furnish the Detailed Design Documents as they are prepared to Supplier and review them with Supplier to confirm completion of the design and confirm that comments made on the 90% complete design Documents by Supplier have been addressed and thereafter, submit such documents to Supplier for general review for compliance. When the Detailed Design Documents are reviewed and signed by Supplier and the Subcontractor, such Detailed Design Documents shall become part of the Contract Documents, provided that when a change is required to Detailed Design Documents they have been reviewed and signed by Supplier;
26. provide technical criteria, written descriptions and design data required for obtaining approvals and required by Governmental Authorities having jurisdiction to review or approve the final design of the Work, and arrange consultations with any such authorities;
27. as the Work progresses, maintain a complete, legible and accurate record on the Detailed Design Documents of all changes and deviations from the Contract Documents, indicating the work as actually completed. All such final Detailed Design Documents (collectively, “Final Design Documents”) shall be shown on the Drawings and Technical Specifications with appropriate supplementary notes. The Final Design Documents shall be kept at the Place of the Work for review by Supplier. Prior to Total Completion of the Work, the Final Design Documents shall be delivered to Supplier in the following form: (A) one complete set of reproducible final versions; and (B) one complete set stored on AutoCAD or Microsoft Word, as the case may be, or such other format required by Supplier; and
28. ensure all Detailed Design Documents, and other designs, drawings, specifications and other documents, prepared or modified by the Subcontractor or any Subcontractor shall be sealed, signed, and dated by a professional engineer or architect licensed, to the extent required by Laws, Regulatory Requirements or the Contract Documents, in the Province of Ontario who is covered by professional liability insurance. Such professional engineer or architect shall be the engineer or architect of record for the work specified and such Work shall be subject to peer review or checking by another professional engineer or architect
29. The Subcontractor shall submit to Supplier for review and acceptance designs, drawings, specifications or other documents as part of the Work in accordance with Bruce Power Procedures including the applicable requirements of the ECC. All designs, drawings, specifications or other documents shall be provided for review by Supplier in:
30. an orderly sequence and sufficiently in advance so as to cause no delay in the Work; and
31. accordance with the timeframe indicated in the Work Schedule or if not so indicated, in accordance with the timeframe indicated in the Communications Protocol.

At the time of submissions to Supplier, the Subcontractor shall notify Supplier in writing of any deviations in the drawings, specifications or other documents from the requirements of the Contract Documents.

1. In its capacity as the Design Authority, Supplier shall carry out any calculated from the date on which Supplier receives a design, drawing, specification or other document from the Subcontractor that is ready for review.
2. On a timely basis using Commercially Reasonable Efforts, Supplier: (A) shall notify the Subcontractor in writing that Supplier has accepted and, as signed the design, drawing, specification or other document; or (B) shall notify the Subcontractor, giving reasons in writing, why Supplier rejects the design, drawing, specification or other document. If Supplier, within the permitted review period, notifies the Subcontractor in writing that any design, drawing, specification or other document is rejected as failing to conform generally with the Contract Documents, such design drawing, specification or other document shall, be rectified and resubmitted and subject to review in accordance with the procedure described above.
3. Should the Subcontractor wish to modify any aspect of the design, drawing, specification or other documents which has previously been submitted to and accepted by Supplier, the Subcontractor shall immediately notify Supplier, and shall subsequently submit revised documents for review.
4. The Subcontractor acknowledges that any preparation, construction, production or manufacture of Tools, Spare Parts or Deliverables commenced prior to the earlier of review or the expiry of the review period for the 90% complete design Documents or any designs, drawings, specifications or other documents that are relevant to the design, engineering and manufacture of such part of the Tools, Spare Parts or Deliverables, is at the risk of the Subcontractor.
5. *Bruce Power Systems*
6. Bruce Power and/or Supplier will control all access to and use of Bruce Power Hardware, Software or Systems by Subcontractor Parties other than to the extent such control is delegated to the Subcontractor as part of the Work.
7. The Subcontractor will ensure that all Subcontractor Parties access and use Bruce Power Hardware, Software or Systems only as and to the extent required in order to perform the Work, and do not attempt to access or use such Hardware, Software or Systems for any other purpose or request access to or knowingly access (and if inadvertent access is obtained by any Subcontractor Parties, such Subcontractor Parties shall, upon notification or following their own discovery of their own inadvertent access, immediately cease such access and report such inadvertent access to Supplier) any portion of such Hardware, Software or Systems that is not required in order to perform the Work.
8. The Subcontractor acknowledges that Bruce Power and/or Supplier will have the right, in its discretion, to monitor all such access and use without notice to the Subcontractor or to Subcontractor Parties.
9. If Bruce Power and/or Supplier detects any unauthorized access to or use of any Bruce Power Hardware, Software or Systems by Subcontractor Parties, Bruce Power or Supplier may, in its discretion:
10. immediately suspend such Subcontractor Party’s access; or
11. require the Subcontractor to immediately remove such Subcontractor Party from the performance of the Work, in which case the Subcontractor will immediately remove such individual.
12. Bruce Power will have the right to monitor and record all telephone and on-line communications by Subcontractor Parties using Bruce Power telephones or Bruce Power email systems.
13. *Security and Site Rules*.

For Work performed at the Bruce Site:

1. The Subcontractor shall comply with Bruce Power’s security and Site Rules that are in effect from time to time including the provisions of Schedule D. Subcontractor shall ensure that all Subcontractor Parties working at the Bruce Site or accessing Bruce Power’s Systems are security cleared prior to entry on the Bruce Site in accordance with Bruce Power’s Divisional Procedure BP-PROC-00180 and such other requirements of Bruce Power or Supplier (including passing security clearances of Ontario Provincial Police, Canadian Police Information Centre and Canadian Security Intelligence Service clearances (“CSIS”)). Without limiting the generality of the foregoing, or its obligations under the Contract Documents, Subcontractor shall, at its cost, prepare and submit all requests for security clearances to Bruce Power and shall supply Bruce Power and Supplier with the necessary documentation for all identified Subcontractor Parties no later than ninety (90) days (or such longer period as may be required by Supplier or Bruce Power) prior to the arrival of such Subcontractor Parties at the Bruce Site.
2. Bruce Power EPS is required by Law to process or screen Personnel prior to granting such Personnel authorized access and entry onto the Bruce Site. Bruce Power shall take reasonable steps to submit the requests for security clearances submitted by Subcontractor to the Government Authorities within a reasonable period of time following Bruce Power’s receipt of fully completed requests, which are deemed complete if all relevant information is included and all forms are correctly completed and executed by each individual applying for security clearance. Upon completion of required security clearances, Personnel will be provided with proximity identification badges and vehicle decals each issued by Bruce Power. The Subcontractor must provide Bruce Power with a list of the authorized Subcontractor Parties and keep such list updated. If any Person does not receive security clearance or fails to renew security clearances prior to their expiry, such Person shall not be permitted access to the Bruce Site or access to Bruce Power’s Systems and, if such Person is found at the Bruce Site, such Person shall be removed immediately from the Bruce Site, by the Subcontractor, at the Subcontractor’s cost. Bruce Power and Supplier shall not be responsible or liable in any way for any Person not receiving security clearance, failing to receive security clearance in a timely fashion, not being able to maintain security clearance or being so removed from the Bruce Site for failing to meet security requirements or for breaching the Safety Plan, Site Rules, Supplier Code of Conduct or Bruce Power Procedures even if such matters results in a delay by the Subcontractor in achieving any of the dates comprising the Work Schedule.
3. In respect of an emergent situation, Subcontractor shall provide the names of Subcontractor Parties as soon as possible prior to arrival at the Bruce Site. Bruce Power shall arrange for each Subcontractor Party to have escorted access to the Bruce Site for the purposes of performing the Work in relation to such emergent situation. Such access is provided in accordance with and is limited by the applicable rules and regulations governing access to the Bruce Site.
4. Bruce Power’s security staff shall have the right to conduct all searches either permitted or required by Law including the right to examine or search vehicles, belongings, equipment, tools, and materials brought to or removed from the Bruce Site by any Subcontractor Party. All Subcontractor Parties will be required to check in with security services upon entry to the Bruce Site or access to Bruce Power’s Systems, which may involve a full search of vehicles and/or their occupants. If requested, Subcontractor Parties shall deposit with the security officer an itemized list of all Bruce Power Materials, Bruce Power Equipment, Subcontractor Equipment, Tools, Spare Parts and Deliverables at the time they are brought to the Bruce Site. Security staff will use such list when checking such Subcontractor Equipment, Bruce Power Materials, Bruce Power Equipment, Tools, Spare Parts and Deliverables into and out of the Bruce Site. Bruce Power’s security staff shall also have the right to examine or search at any time any Subcontractor Parties’ facility located at the Bruce Site.
5. The Subcontractor shall maintain and enforce, at all times, strict discipline among the Subcontractor Parties while such Subcontractor Parties are present at the Bruce Site. Such Subcontractor Parties qualifications as to fitness for duty and skill in the work assigned to them shall be satisfactory to Bruce Power and Supplier. The Subcontractor shall not retain on the Bruce Site any Person whose conduct does not comply with the Supplier Code of Conduct, or whose skill or fitness for duty is unsatisfactory to Bruce Power or Supplier in its sole and unfettered discretion. The Subcontractor, at its sole cost, shall immediately and permanently remove from the Bruce Site and promptly replace with Subcontractor Parties satisfactory to Supplier and/or Bruce Power, any Subcontractor Parties whose conduct does not comply with the Supplier Code of Conduct, or whose skill or fitness for duty is unsatisfactory including any such Subcontractor Parties identified by Supplier and/or Bruce Power. The Subcontractor agrees to forthwith return any proximity identification badges, vehicle decals or any other property of Bruce Power provided by Bruce Power to any Subcontractor Parties that have either been removed from the Bruce Site at Supplier’s or Bruce Power’s request or that have voluntarily or otherwise discontinued employment at the Bruce Site.
6. Bruce Power reserves the right to make or amend, from time to time, procedures or practices necessary to secure peace, order and good management at the Bruce Site. Any violation of such procedures or practices by any Subcontractor Parties shall be cause for immediate and permanent removal of such Person from the Bruce Site.
7. The Subcontractor represents, warrants and covenants that it is familiar with and shall perform the Work, and shall cause Subcontractors to perform the Work, in compliance with the Site Rules at the Bruce Site.
8. The Subcontractor shall ensure that, except as authorized by Supplier and Bruce Power in writing, the performance of the Work does not prevent, in whole or in part, any portion of the Bruce Site from supplying power to the grid and does not otherwise unnecessarily interfere with operations at the Bruce Site. The Subcontractor shall, at its own cost, immediately take such action and precautions as required by Supplier and Bruce Power to remedy any breach of the provisions of this section.
9. The Subcontractor shall not, in respect of a failure of any Subcontractor Parties to obtain the required security clearance or any delay resulting from such failure, be entitled to, or seek, reimbursement of, any cost or an extension in time under the Contract Documents.
10. *CNSC Licence*.
11. The Subcontractor shall not do or omit to be done anything on the Bruce Site or otherwise that would, or with the passage of time would constitute a breach of any CNSC Licence.
12. Any communication with CNSC required in connection with or in respect of the Work, and the Bruce Site shall be by or through Bruce Power. The Subcontractor shall report directly to Bruce Power and Supplier any breach of the terms of the CNSC Licence and any other events reportable in accordance with CNSC Regulatory Document S-99 "Reporting Requirements of Operating Nuclear Power Plants" of which the Subcontractor is or becomes aware. Bruce Power will then report these breaches and reportable events directly to CNSC as required by CNSC Regulatory Document S-99.
13. Bruce Power or Supplier shall at all times have the right, upon written notice to the Subcontractor (except in the event of an emergency or apprehended harm, where no notice shall be required) to suspend the Work in the event of a breach or threatened breach of the requirements or obligations set out in the CNSC Licence, provided that such notice shall set out the nature of the breach or threatened breach in reasonable detail. To the extent that such breach or threatened breach of the requirements or obligations set out in such CNSC Licence, is caused by the Subcontractor or a breach of this Agreement or any Contract Documents by the Subcontractor, any delay or additional cost of the Subcontractor in the performance of the Work arising from Bruce Power or Supplier exercising its rights under this section shall be solely for the account of the Subcontractor and the Subcontractor shall not be entitled to, or seek, reimbursement of, any cost or an extension in time under the Contract Documents.
14. *Training*.
15. The Subcontractor shall be responsible for employing Personnel who possess the required technical and trade qualifications and training to perform the Work pursuant to the Contract Documents. Supplier shall not be responsible for the costs associated with the Subcontractor’s Personnel obtaining their technical and/or trade qualifications and basic, industry standard training.
16. The Subcontractor shall ensure that all of the Subcontractor's Personnel engaged in the performance of the Work have or are provided with the training as set out in the Contract Documents.
17. Attendance at any Bruce Power Site Specific Training identified and agreed upon in the Purchase Order by Subcontractor Parties shall form a part of the Work.
18. The Subcontractor shall cause Subcontractor Parties to attend all Bruce Power Site Specific Training.
19. The Subcontractor shall ensure that the Work Schedule makes allowances for the training referred to in this section.
20. The Subcontractor shall use Commercially Reasonable Efforts to engage Personnel who are already trained in the matters provided for as a part of the Bruce Power Site Specific Training.
21. *New Systems and Equipment Training.*

To the extent applicable, the Subcontractor shall provide appropriate training to Supplier and Bruce Power Personnel with respect to the operation of new systems and equipment provided and/or installed as part of the Work, including, the preparation of a training plan and the provision of classroom and field training, as more particularly described in the Contract Documents. The training shall be provided to such staff that Supplier may reasonably request prior to FAT.

1. *Radiation Protection*.
2. To the extent applicable to the Work, the Subcontractor shall comply with the applicable Bruce Power radiation protection regulations as set out in the Contract Documents, which may include the Bruce Power Radiation Protection Program BP.PROG-12.05 (collectively, the “Bruce Power Radiation Protection Requirements”).
3. The Subcontractor shall take all reasonable precautions to prevent the radioactive contamination of the Subcontractor Equipment. All movement of the Subcontractor Personnel and Subcontractor Equipment around the Bruce Site shall be in accordance with the Bruce Power Radiation Protection Requirements for zoning.
4. Where Subcontractor Equipment is intended for use in areas of the Bruce Site that contain or are likely to contain radiation the Subcontractor shall verify whether any equivalent Bruce Power Equipment is available for such use from Bruce Power's contaminated stores, in which case the Parties shall negotiate a value for use of the equivalent equipment from Bruce Power contaminated stores by the Subcontractor.
5. Bruce Power subscribes to the principle of ALARA (As Low as Reasonably Achievable) in all of its nuclear programs to ensure that radiation exposure and releases of radioactive materials to the environment are reduced to the lowest reasonable levels during all actions related to the Work including, as applicable, design, engineering, construction, operation, maintenance, and decommissioning activities. The Subcontractor shall apply the principle of ALARA to the performance of the Work. If Bruce Power, in its sole and unrestricted discretion, determines that the Work (or any portion thereof) requires a planning review in accordance with the Bruce Power Radiation Protection Requirements for ALARA compliance purposes, the Subcontractor shall assist Bruce Power in conducting such review and developing a plan, as required, for the performance of such Work consistent with the principle of ALARA.
6. In the event that any Subcontractor Equipment becomes radioactively contaminated as a result of the performance of the Work, the Subcontractor shall, at an agreed upon price based on the fair market value, transfer to Bruce Power all right, title and interest in all such radioactively contaminated Subcontractor Equipment free and clear of Encumbrances of any kind, together with all licences, manuals, operating procedures and any other materials or processes required for Bruce Power to own and operate such radioactively contaminated Subcontractor Equipment. For clarity, to the extent that such radioactively contaminated Subcontractor Equipment is encumbered by any Encumbrances of any kind, the Subcontractor shall, at its sole cost, take all actions and do all things necessary to release, discharge or vacate all such Encumbrances so that Bruce Power shall have right, title and interest, in such radioactively contaminated Subcontractor Equipment free and clear of all Encumbrances.
7. *OPG and HONI and AECL Premises*

In undertaking the performance of the Work, the Subcontractor shall ensure that it does not interfere with the operations of OPG or HONI or AECL on any OPG or HONI or AECL owned or occupied lands on the Bruce Site and shall at all times follow any instructions issued by Bruce Power or Supplier in connection therewith.

1. *Operating Experience Process*.

The Subcontractor shall, in accordance with Required Practices, incorporate into its performance of the Work, all operating experience whether collected during the performance of the Work or work for Third Parties (“OPEX”), reasonably available, and reasonably applicable to the safe operation of the facilities located at the Bruce Site. In addition, the Subcontractor shall record OPEX collected during the performance of the Work and provide such OPEX to Supplier for its ongoing operations. The Subcontractor shall also provide to Supplier OPEX collected during the performance of work for Third Parties that is reasonably applicable to the safe operation of the facilities located at the Bruce Site. Notwithstanding any other provision in the Contract Documents, any document developed in relation to OPEX incorporated into the Work or collected during the course of the Work, may be disclosed by Bruce Power or Supplier to any Person, provided Supplier or Bruce Power ensures sensitive commercial information that is not otherwise owned or licensed by Supplier or Bruce Power pursuant to the Purchase Order, is removed or redacted prior to disclosure of such OPEX.

1. *Request for Information*.

The Subcontractor shall review the Contract Documents and upon finding any conflicts, errors, inconsistencies, omissions or other deficiencies in the Contract Documents or if the Subcontractor has doubts or questions as to the meaning or intent thereof, or the scope of the Work, technical or otherwise, the Subcontractor shall immediately submit a written notice of such to the Supplier.

1. *Bruce Power and/or Supplier Office Requirements*.

If expressly required by the Contract Documents, the Subcontractor shall provide reasonable office space at the Place of the Work of the Subcontractor to accommodate Bruce Power and/or Supplier Personnel in respect of the Work being performed at the Place of the Work of the Subcontractor.

1. *Immigration Clearance*.
2. The Subcontractor shall be responsible for obtaining, at the Subcontractor's sole cost, immigration visas for all foreign Subcontractor Personnel performing the Work. Notwithstanding the foregoing, as required by Bruce Power, at Bruce Power's sole discretion, Bruce Power may (but is in no way required to) coordinate with and obtain from Citizenship and Immigration Canada, immigration work visas for one or more foreign Subcontractor Personnel performing the Work at the Bruce Site.
3. The Subcontractor shall comply, in a timely manner, with all requests for documentation and information related to obtaining immigration work visas, as may be made by Supplier or Bruce Power or its representatives acting on its behalf in immigration matters.
4. *Workers’ Compensation*.
5. The Subcontractor shall be and shall remain at all times in good standing with the Workplace Safety Insurance Board (“WSIB”) and, upon initial arrival on the Bruce Site, the Subcontractor shall submit a letter from the WSIB as to its status and that of the Subcontractors. Together with the letter, the Subcontractor shall deliver to Supplier a list of the workers' compensation registration numbers of the employees of the Subcontractor who will be employed at the Bruce Site.
6. On or before the execution of each Purchase Order, the Subcontractor shall provide evidence of compliance with workers’ compensation legislation at the Place of the Work, including payments due thereunder, by the Subcontractor.
7. At any time during the Term or term of any Purchase Order, when requested by Supplier, the Subcontractor shall provide such evidence of compliance with workers' compensation legislation at the Place of the Work, including payments due thereunder, by the Subcontractor.
8. *Protection of Persons and Property*.
9. The Subcontractor shall notify Supplier upon the occurrence at the Bruce Site of:
10. physical injury (including death) to any Subcontractor Personnel including Subcontractors incurred while performing the Work; and
11. damage to any property during the performance of the Work.
12. The Subcontractor shall not, and the Subcontractor shall ensure that its Affiliates do not, in the performance of the Work at the Bruce Site, damage the Work, the property of Bruce Power, the property or work of Supplier or Other Contractors, or other property at or adjacent the Bruce Site, including property of OPG or HONI.
13. *Waste Management*.

The Subcontractor shall cooperate with Supplier and Bruce Power to minimize all types of waste at the Bruce Site generated by, or arising as a result of, the performance of Work.

1. *Hazardous Substances*.
2. Notwithstanding anything to the contrary contained in the Contract Documents, the Subcontractor shall, in accordance with Environmental Laws:
3. for Work performed at the Bruce Site, develop and follow procedures consistent with the Required Practices, the Bruce Power Procedures relevant to the Work and the reasonable instructions of Supplier to assure the safe and lawful management, handling, use, transportation and storage of Hazardous Substances; and
4. in respect of all Work:
   * + - 1. obtain all necessary permits, approvals, licences, consents, registrations, authorizations and certificates required for the management, handling, use, transportation, storage and disposal of Hazardous Substances and shall retain such documents, manifests, bills of lading, and other records as may be required;
         2. perform such monitoring, sampling, testing, and analysis, and report to Supplier the results thereof as required, and maintain a copy of such information and reports at the Bruce Site for Supplier's review upon request; and
         3. contemporaneous with the delivery of any of the information or reports referred to in (B), above, to any Governmental Authority, provide a copy to Supplier.
5. Unless Supplier notifies the Subcontractor otherwise, the Subcontractor must obtain Supplier's prior written approval before bringing to the Bruce Site any Hazardous Substance, even if such Hazardous Substance is being brought to the Bruce Site under the Contract Documents. To obtain a prior written approval to bring on the Bruce Site any Hazardous Substance, the Subcontractor shall submit to Supplier a material safety data sheet (“MSDS”) prepared in accordance with Environmental Laws listing the types and volumes of the Hazardous Substance the Subcontractor intends to bring to the Bruce Site.
6. The Subcontractor will comply with the provisions of the Workplace Hazardous Materials Information System Regulations (“WHMIS”) in accordance with Environmental Laws. Without limiting the foregoing, the Subcontractor will inform Supplier and keep Supplier informed on a current basis, of any Hazardous Substances at the Place of the Work (within the Bruce Site), through the issuance of updated MSDSs and shall maintain and keep current as required by Laws all MSDSs with respect to Hazardous Substances present at the Place of the Work.
7. The Subcontractor shall be responsible for the management, care and control of Hazardous Substances that the Subcontractor have brought on to the Place of the Work. If the Subcontractor discovers any Hazardous Substances present at the Bruce Site other than in accordance with the Contract Documents, the Subcontractor shall immediately notify Supplier.
8. The Subcontractor shall not be responsible for Hazardous Substances brought to the Bruce Site by any Person other than the Subcontractor or any Third Party, which Third Party had the Subcontractor's permission to be at the Bruce Site.
9. The Subcontractor shall immediately notify Supplier of any notice received by the Subcontractor from any Governmental Authority of any actual or potential violation of any Environmental Laws in connection with the Work and shall cooperate with Supplier to respond to that notice and to correct or contest that violation. For greater certainty, if Supplier receives any such notices directly from a Governmental Authority, the Subcontractor shall also cooperate with Supplier to respond to such notices and to correct or contest any referenced violations.
10. Without limiting any other provision of the Contract Documents, the Subcontractor represents, warrants and covenants to Supplier, with respect to the management, handling, use, transportation, storage and disposal of Hazardous Substances, that:
11. it has the necessary qualifications, experience and resources to assure the safe handling and lawful management of the Hazardous Substances;
12. its Personnel are qualified, trained, licensed, and accredited in compliance with all Environmental Laws.
13. The Subcontractor represents, warrants and covenants that it will maintain in effect during the Term and the term of every Purchase Order, for Work performed at the Bruce Site, an environmental emergency response plan relating to the prevention, preparedness for and response to any spill, including any discharge, escape, emission, leak, deposit, dispersion, or migration into the environment (“Release”), or threatened Release, of any Hazardous Substance, and for restoring any part of the environment as a consequence of or in any manner connected with the performance of the Work under the Contract Documents by the Subcontractor.
14. Bruce Power shall be responsible for ensuring that the Subcontractor's work area in the Bruce Site is free from non-nuclear hazardous conditions including any Hazardous Substances.
15. *Work to be Performed Concurrent with Delivery of the Work*.

Without limiting the generality of any other provisions of the Contract Documents, the Subcontractor shall, concurrent with delivery of the Work, deliver to Supplier all Documentation required pursuant to the Contract Documents, including operating, safety and maintenance manuals

1. **FORCE MAJEURE**
2. *Effect of Force Majeure.*
3. If, by reason of Force Majeure, a Party is unable, wholly or partially, to perform or comply with its obligations (other than payment obligations) under this Agreement or the Contract Documents, then the Party so affected by Force Majeure shall be excused and relieved from performing or complying with such obligations (other than payment obligations) and shall not be liable for any Losses to, or incurred by, the other Party in respect of or relating to such Force Majeure and such Party’s failure to so perform or comply during the continuance and to the extent of the inability so caused from and after the invocation of Force Majeure.
4. Supplier and the Subcontractor shall meet and discuss, in good faith, the consequences of the Force Majeure and how to mitigate and overcome its effects. The Party invoking Force Majeure shall use Commercially Reasonable Efforts in order to (A) to prevent or remedy the situation and remove, so far as possible and with reasonable dispatch, the Force Majeure (but settlement of strikes, lockouts and other labour disturbances shall be wholly within the discretion of the Party involved) and (B) continue with the performance of its obligations which are not impacted by the Force Majeure.
5. The Party invoking Force Majeure shall resume its affected obligations as soon as the event of Force Majeure has been overcome.
6. Nothing in this section shall relieve a Party of its obligations to make payments of any amounts that were due and owing by such Party to the other Party before the occurrence of the Force Majeure or that otherwise may become due during any period of Force Majeure.
7. *Procedures*.
8. If a Party is unable to perform or is delayed in performing its obligations (other than payment obligations) under this Agreement or the Contract Documents and determines that the reason for such inability or delay was an act, event, cause or condition that it believes was an event of Force Majeure, such Party may invoke Force Majeure with effect from the commencement of the act, event, cause or condition constituting Force Majeure by providing written notice of Force Majeure to the other Party in accordance with the requirements set out below. The Party invoking Force Majeure shall:
9. in respect of Work performed during, and for a scheduled outage or a major component replacement program outage, provide the other Party with:
   * + - 1. verbal notice of the Force Majeure within thirty (30) minutes following the Start of the Force Majeure Notice Period;
         2. written notice of the Force Majeure within sixty (60) minutes following the Start of the Force Majeure Notice Period (formal notice is not required, notification by email to the contact referred to in section 37.1(a) will suffice); and
         3. a supplementary written notice within ten (10) Business Days following the Start of the Force Majeure Notice Period, including reasonably full particulars of the act, event, cause or condition and an estimate of its expected duration and probable impact on the performance of such Party’s obligations;
10. in respect of Work performed, submit written notice to the other Party within ten (10) Business Days following the Start of the Force Majeure Notice Period, including reasonably full particulars of the act, event, cause or condition and an estimate of its expected duration and probable impact on the performance of such Party’s obligations**.**
11. The Party invoking Force Majeure shall provide such additional information reasonably requested by the other Party to substantiate such claim of Force Majeure.
12. The Party responding to the invocation of Force Majeure will be required to provide a response with its agreement or disagreement of the occurrence of Force Majeure and/or duration of the Force Majeure. If either Party claims a Force Majeure which is disputed by the other Party, the disputing Party shall include a reasonably detailed rebuttal, within sixty (60) days of receipt of the notice invoking Force Majeure and any additional information reasonably requested by such Party in order to make such determination. The Dispute relating thereto shall be dealt with in accordance with section 17.
13. The Party invoking Force Majeure shall give notice, written or oral (but if oral, promptly confirmed in writing) of the termination of the event of Force Majeure within seven (7) Business Days of said termination.
14. If the Parties agree that a Force Majeure has occurred or exists and the duration of the Force Majeure, or upon the determination that a Force Majeure occurred or exists and the duration of the Force Majeure following the resolution of a dispute with respect thereto, the Parties shall enter into a Change Order with respect to the applicable adjustment in the Work Schedule determined using critical path methodology, provided that in no event shall there be any increase in the Applicable Contract Amount or compensation or other amounts paid to the Subcontractor as a result of Force Majeure. Notwithstanding the foregoing, in the event that the Work, or a material part thereof, has been suspended, stopped or otherwise delayed for greater than three hundred and sixty five (365) days due to Force Majeure, either Party may terminate the applicable Purchase Order(s) upon ten (10) Business Days written notice to the other Party of its intention to terminate.
15. *Exclusions*.

Notwithstanding any other provisions of this section, a Party shall not be entitled to invoke Force Majeure under this section in any of the following circumstances:

1. if and to the extent the Party seeking to invoke Force Majeure has caused by its wilful misconduct, negligence or breach by it of its obligations under this Agreement or the Contract Documents, the applicable event of Force Majeure;
2. if and to the extent the Party seeking to invoke Force Majeure has failed to use Commercially Reasonable Efforts to prevent or remedy the event of Force Majeure and remove, so far as possible and within a reasonable time period, Force Majeure (except in the case of strikes, lockouts and other labour disputes, the settlement of which shall, subject to section 14.e, be wholly within the discretion of the Party involved);
3. where the Subcontractor is invoking Force Majeure in respect of an unlawful labour action by any Subcontractor Parties, including any breach of a labour contract, if and to the extent that the Subcontractor has failed to comply with its obligations under section 14.e;
4. if and to the extent that a Party seeks to invoke Force Majeure because of arrest or restraint by a Governmental Authority, such arrest or restraint was the result of a breach by the Party of Laws;
5. if the Force Majeure was caused by a lack of funds or other financial cause of the Party seeking relief for Force Majeure;
6. on the basis of any failure or delay by, or any act, event, cause or condition affecting, a subcontractor or its Personnel if such failure or delay was not caused by, or such act, event, cause or condition was not, an act, event, cause or condition for which the Subcontractor would be entitled to invoke Force Majeure hereunder;
7. on the basis of any failure or delay by, or any act, event, cause or condition affecting an Other Contractor or its Personnel if such failure or delay was not caused by, or such act, event, cause or condition was not an act, event, cause or condition for which Supplier would be entitled to invoke Force Majeure hereunder;
8. any adverse effect of market conditions or any direct or indirect delay in obtaining, or failure to obtain, any Subcontractor Equipment or other resources for the Work, unless such delay or failure is caused by Force Majeure;
9. any electrical, mechanical or other breakdown of Subcontractor’s Equipment unless such breakdown is caused by a Force Majeure;
10. any transportation accident, unless such accident is caused by a Force Majeure; or
11. if the Party invoking Force Majeure fails to comply with the notice provisions in this section.
12. *Definition of Force Majeure*.
13. “Force Majeure” means any act, event, cause or condition that is beyond the affected Party's reasonable control and that results in such Party being unable, wholly or partially, to perform or comply with its obligations (other than a payment obligation) under this Agreement or the Contract Documents or being delayed in its performance of its obligations (other than a payment obligation) under this Agreement or the Contract Documents. Subject to the foregoing, Force Majeure includes:
14. acts of God, including lightning, earthquakes, tornadoes, hurricanes, cyclones, severe storms (being wind, rain, snow, ice, temperature or other natural phenomena not of a reasonably expected intensity or duration for the location of the Bruce Site), landslides, drought, floods and washouts;
15. fires or explosions;
16. local, regional or national states of emergency;
17. civil disobedience or disturbances, war (whether declared or not), acts of sabotage, blockades, insurrections, terrorism, revolution, riots or epidemics;
18. any inability to obtain or to secure, or any delay in obtaining or securing, the issuance, renewal or amendment of any permit, certificate, impact assessment, licence or approval of any Governmental Authority required to perform or comply with any obligation under this Agreement or the Contract Documents when same is required, unless the failure to issue, delay in issuing, or revocation or modification of any such necessary permit, certificate, impact assessment, licence or approval was caused by the violation of the terms thereof or was consented to by the Party invoking Force Majeure;
19. any order, judgment, legislation, ruling, direction, decision, intervention, action or inaction by a Governmental Authority restraining a Party, provided that the affected Party has not applied for or assisted in the application for and has used Commercially Reasonable Efforts to oppose said order, judgment, legislation, ruling, direction, decision, intervention, action or inaction;
20. strikes and other labour disputes (other than legal strikes or labour disputes by the employees of the Party invoking Force Majeure or such Party’s contractors, subcontractors or suppliers, of any tier, unless the result of or part of a general labour dispute);
21. any event of force majeure claimed by a Subcontractor to the extent such event of force majeure would be an act, event, cause or condition for which the Subcontractor would be entitled to invoke Force Majeure hereunder; and
22. any event of force majeure claimed by an Other Contractor to the extent such event of force majeure would be an act, event, cause or condition for which Supplier would be entitled to invoke Force Majeure hereunder.
23. For greater certainty, nothing in this section shall be construed as limiting the duration of an event of Force Majeure.
24. *Unlawful Labour Action*.

If the Subcontractor is delayed in the performance of the Work, or is threatened to be delayed, as a result of any unlawful labour action by Subcontractor Parties, including any breach of a labour contract, the Subcontractor shall make, and shall cause the Subcontractors to make, such arrangements and take such actions as may be reasonably necessary, including pursuit of all legal remedies under Law, such as the obtaining of cease and desist orders if necessary, to ensure continuation of the Subcontractor’s performance of the Work and the Subcontractor shall recover any time lost as a result of such delay. In no event shall the Subcontractor be entitled to any increase in any pricing set out in the Contract Documents as a result of, in connection with or arising out of any action it takes in order to comply with its obligations under this section.

1. **TERMINATION**

Upon the termination of the TPA or a Purchase Order issued by Bruce Power to Supplier for Supplier’s breach of contract or similar circumstances, Bruce Power may require the Supplier to assign to Bruce Power (or Other Contractor identified by Bruce Power) Supplier’s interest in this Agreement, by giving written notice to the Supplier of Bruce Power’s exercise of such right, without any further action being necessary from Bruce Power. The Subcontractor hereby consents to such assignment, which shall be:

1. An assumption of the Supplier’s obligations and liabilities under the applicable subcontract arising from and after the effective date of the assignment. For clarity, Bruce Power shall not assume any of the Supplier’s obligations or liabilities arising prior to the effective date of the assignment; and
2. an assignment of the Supplier’s rights and remedies under this Agreement arising either prior to, on or after the effective date of the assignment
3. **SPARE PARTS**
4. The Subcontractor shall provide the Spare Parts, if any, specified in each Purchase Order, as applicable, to Supplier.
5. Spare Parts shall be wherever possible, identical to and if not possible, functionally equivalent to, the corresponding parts in the applicable Tools. The Subcontractor shall provide a complete list of all Spare Parts provided. The Spare Parts, if any, shall be identified by the Subcontractor’s unique drawing number/part number/serial number/reference, catalogue identification number and where applicable, the manufacturer’s name and part number of parts sourced from the Subcontractor’s sub-supplier(s) or subcontractors.
6. All data provided shall be in sufficient detail to allow Supplier to purchase the Spare Parts from either the Subcontractor or its sub-supplier(s) or subcontractors in the future as/if necessary.
7. **DISPUTE RESOLUTION**
8. Any dispute or disagreement (“Dispute”) between the Parties arising out of or relating to the validity, construction, meaning or performance of the terms of this Agreement or any Contract Documents or the resulting rights and liabilities of the Parties, whether arising before or at any time after the expiry of the term**,** in the case of the Agreement, or, in the case of the Contract Documents, before or at any time after termination of the Purchase Order, as applicable, shall be resolved in accordance with the steps set out in this section. In order to trigger the dispute resolution process, a written notice of dispute (“Notice of Dispute”) setting out the nature of the Dispute and the relief requested must be delivered by the disputing Party (the “Claimant”) to the other Parties (together, the “Respondent”). The date on which the Notice of Dispute is deemed to have been received shall constitute the date (“Dispute Resolution Notice Date”) of the commencement of the dispute resolution process.
9. *Between the Parties* - The Parties shall make reasonable efforts to resolve between themselves in a fair and reasonable manner the Dispute described in the Notice of Dispute by negotiations between executives or other representatives of each Party with authority to settle the Dispute. Within three (3) Business Days of the Dispute Resolution Notice Date, executives or other representatives of each Party to the Dispute shall meet at a mutually acceptable time and place, and thereafter as they deem necessary, to exchange relevant information and to attempt to resolve the Dispute. The parties shall in good faith make meaningful efforts to resolve the Dispute. If the matter has not been resolved within fifteen (15) Business Days of the Dispute Resolution Notice Date, or if the Parties fail to meet within three (3) Business Days of such written notice, either Party may initiate binding arbitration of the Dispute as set forth in this section.
10. If a Dispute is not resolved promptly, Supplier may give such instructions as in Supplier’s opinion are necessary for the proper performance of the Work and to prevent delays pending resolution of the Dispute. The Subcontractor shall act promptly according to such instructions, it being understood that by so doing neither Party will jeopardize any claim it may have against the other Party.
11. *Arbitration*
12. In the event that the Parties are unable to resolve the Dispute within thirty (30) days of the Dispute Resolution Notice Date, the Claimant may, by notice in writing to the Respondent (“Arbitration Notice”), refer the Dispute for arbitration. Such arbitration provisions are the sole and exclusive remedy for the resolution of the Dispute if it is not resolved in accordance with section. The arbitration shall be governed by the provisions of the *Arbitrations Act, 1991* (Ontario) and shall take place before a single arbitrator in the City of Torontounless the Parties agree otherwise. The Claimant shall deliver to the Respondent within twenty (20) days from the date on which the Arbitration Notice is deemed to have been received by the Respondent (the “Arbitration Notice Date”) the names of 3 arbitrators. The Respondent may elect to:
13. select 1 arbitrator from the 3 names provided, and notify the Claimant in writing of its choice no later than twenty-five (25) days from the Arbitration Notice Date; or
14. refuse the 3 arbitrators proposed by the Claimant, and provide the Claimant with the names of 3 arbitrators no later than thirty (30) days from the Arbitration Notice Date. In the event that the Claimant is unwilling to select one of the 3 arbitrators proposed by the Respondent within thirty-five (35) days of the Arbitration Notice Date, either Party may apply to the Ontario Superior Court of Justice for the appointment of an arbitrator.
15. The Parties acknowledge and agree that passage of the time periods for initiating arbitration by the delivery of an Arbitration Notice are not intended as limitations on or waivers of the right of either party to initiate an arbitration following the expiry of such time periods. Rather, the Parties agree that the applicable Laws govern such time limitations.
16. The Parties shall make reasonable efforts to agree upon a procedural plan for the arbitration within ten (10) days of the selection or appointment of an arbitrator. If the Parties are unable to agree upon a procedural plan within the time prescribed, either Party may apply to have one ordered by the arbitrator. The arbitrator shall be empowered to determine all questions of law and fact and may grant interim and injunctive relief. Prior to the appointment of the arbitrator, but following the delivery of the Notice of Dispute, a Party may apply to the Superior Court for interim relief. The interim relief that may be sought as referenced in the preceding two sentences may include the extent to which the Subcontractor is required to continue performance of some or all of the Work pending the resolution of the Dispute in circumstances where Supplier and the Subcontractor cannot agree whether the Subcontractor’s continued performance would have a reasonable likelihood of (i) causing the Subcontractor to be unable to ensure that the Work will not be Defective, or (ii) endangering the health or safety of Personnel or the public. The prevailing Party shall be entitled as part of the arbitration award to its reasonable costs, including professional fees and disbursements, incurred at all stages in the dispute resolution process in an amount to be determined by the arbitrator. The decision of the arbitrator shall be final and not subject to appeal.
17. If required by Supplier, the Subcontractor consents to a consolidated arbitration process consistent with the procedures required by the Contract Documents whereby Supplier can, at its option, join one or more Persons engaged by Supplier or Bruce Power to perform work or services at the Bruce Site or elsewhere or any other relevant Person, to a common proceeding with the Subcontractor.
18. The Parties desire that any Dispute should be conducted in strict confidence and that, subject to the exceptions set out in this section, there shall be no disclosure to any Person of the existence of the Dispute or any aspect of the Dispute except as is necessary for the resolution of the Dispute or as required by Laws or the arbitral decision or award. Any case conference or hearing shall be attended only by legal counsel and by those Persons whose presence, in the opinion of a Party or the arbitrator is reasonably necessary for the resolution of the Dispute. All evidence presented at, all submissions made and all documents produced in the course of the arbitration by a Party shall be considered to be the Confidential Information of that Party and shall not be disclosed to any other Person without the prior written consent of the Disclosing Party except as is necessary for the conduct or resolution of the Dispute (including disclosure to lawyers, consultants and experts retained by the Receiving Party for the purposes of the conduct of the arbitration), as required in connection with an application of the Party, as may be required to enforce the arbitral award, as may be required by Laws or by an order of an arbitrator made pursuant to a motion or application on notice to each Party. All decisions of the arbitrator, including arbitral awards, shall be considered to be the Confidential Information of both Parties.
19. The provisions of this section shall survive termination of this Agreement or any Purchase Order for the maximum period permitted by Laws.
20. The Parties acknowledge and agree that except as set out in this Agreement, the Parties agree to continue to perform their obligations under this Agreement and the Contract Documents in the case of a Dispute.
21. **NUCLEAR SAFETY CONTROL ACT**

The Subcontractor each acknowledges that Bruce Power is subject to the *Nuclear Safety and Control Act* (Canada) and that consequentially, among other things, certain licences may need to be obtained before “controlled nuclear information”, as defined therein, is disseminated outside of Canada. The Subcontractor shall inform itself as to the compliance requirements of the *Nuclear Safety and Control Act* (Canada) and shall not do or fail to do anything, and shall ensure that the Subcontractors not do or fail to do anything, that causes the Subcontractor, the Supplier or Bruce Power to be in violation of such Act in respect of the Work.

1. **EXPORT CONTROL**

Each Party agrees and acknowledges that the export, re-export or release (including electronic transfers) of goods or information, including Technology assigned or licensed hereunder, may be subject to laws and regulations relating to export controls and trade sanctions which may include those of the United States of America and Canada (including the U.S. Export Administration Regulations) (collectively, the “**Export Control Laws**”). Each Party shall not furnish, deliver or release any such goods or information which it receives from the other Party in connection with the Contract Documents or this Agreement to any Person or destination for any use, except in full compliance with Export Control Laws and provided that such Person has first agreed to comply with the Export Control Laws and each Party agrees and understands that it shall be responsible for its ongoing compliance with this provision and for ensuring that its activities in respect of such goods and information are conducted in accordance with the Export Control Laws.

1. **COMPLIANCE WITH ANTI-CORRUPTION LAWS**
2. The Subcontractor represents, warrants and covenants that as of the effective date of each Purchase Order:
3. the Subcontractor and its Affiliates; and
4. to the best of the Subcontractor’s knowledge any past or present Representatives of, or any other Person acting on behalf of, the Subcontractor and its Affiliates;

has not, directly or indirectly, paid, promised or offered to pay, or authorized the payment of any money or anything of value to:

1. a Governmental Official; or
2. any other Person while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to a Governmental Official;

in each case for the purpose of influencing any act or decision of such Governmental Official in his, her or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such Governmental Official, or inducing such Governmental Official to use his, her or its influence with a Governmental Authority to affect or influence any act or decision, or otherwise secure any improper advantage.

1. The Subcontractor covenants and agrees that neither it, nor its Affiliates, shall violate any applicable Anti-Corruption Laws. Specifically, the Subcontractor agrees that it shall not directly or indirectly, pay, promise or offer to pay, or authorize the payment of any money or anything of value, to:
2. a Governmental Official; or
3. any other Person while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to a Governmental Official;

in each case for the purpose of influencing any act or decision of such Governmental Official in his, her or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such Governmental Official, or inducing such Governmental Official to use his, her or its influence with a Governmental Authority to affect or influence any act or decision, or otherwise secure any improper advantage.

1. The Subcontractor shall use, only lawful business practices in its commercial operations, shall not participate in bribes or kickbacks of any kind, and shall not violate any Anti-Corruption Laws.
2. **COUNTERFEIT, FRAUDULENT, SUSPECT OR SUBSTANDARD ITEMS**

The Subcontractor is hereby notified that the delivery or use of CFSI is of particular concern to Supplier and Bruce Power. If any Tools, Spare Parts and Deliverables or any parts thereof covered by any Contract Documents are described using a manufacturer part number or using a product description and/or specified using an industry standard, the Subcontractor shall be responsible for ensuring that the Tools, Spare Parts and Deliverables and any Tools, Spare Parts and Deliverables that have been Made Good or parts supplied by the Subcontractor meet all requirements of the latest version of the applicable manufacturer data sheet, description, and/or industry standard. If the Subcontractor is not the manufacturer of the Tools, Spare Parts or Deliverables or any parts thereof, the Subcontractor shall ensure that the parts and components supplied under any Contract Documents or used to manufacture the Tools, Spare Parts or Deliverables covered by such Contract Documents are made by the Original Equipment Manufacturer (“**OEM**”) and meet the applicable manufacturer data sheet, description or industry standard. The Subcontractor covenants and hereby represents and warrants that it shall not furnish CFSIs and that unless otherwise permitted pursuant to the applicable Contract Documents, all components, parts, material and supplies incorporated into the Tools, Spare Parts and Deliverables shall be genuine, new, unused, original OEM-manufactured, unless otherwise permitted herein. This covenant, representation and warranty extends to labels and/or trademarks affixed or designed to be affixed to items supplied or delivered to Supplier or Bruce Power, and to certifications, affirmations, information, or documentation related to the authenticity of items delivered to Supplier or Bruce Power under any Contract Documents. Subcontractor agrees to introduce into Subcontractor’s quality assurance program a documented process to prevent, detect and disposition CFSIs, if such a process is not already included in the Subcontractor’s quality assurance program, and maintain such a process at all times during the performance of its obligations under the Contract Documents. The Subcontractor covenants and hereby represents and warrants to Supplier that it has introduced, or will introduce, into its quality assurance program, such a documented process. The provisions of this section shall survive termination of this Agreement or any Purchase Order and are separate and distinct from the warranties under section 3.

1. **CONSTRUCTION LIENS**

If any Construction Lien or other Encumbrance is asserted against the Work or the Bruce Site or any of the facilities located thereon arising from the Work or any part thereof, by a Person alleging payment owing from Subcontractor, whether by registration on title or delivery of notice thereof (each a “Contractor Lien”), the Subcontractor shall, within fifteen (15) Business Days after knowledge of such Contractor Lien, at its sole cost, vacate or discharge such Lien or obtain the withdrawal of notice of such Contractor Lien, as the case may be. If the Subcontractor fails or refuses to vacate or discharge a Contractor Lien, or obtain the withdrawal of notice of such Contractor Lien, within the time prescribed above, Supplier shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the Contractor Lien, or obtain the withdrawal of notice of such Contractor Lien, as the case may be, and all costs incurred by Supplier in so doing (including all legal fees and disbursements and any payment which may ultimately be made out of or pursuant to security posted to vacate the Contractor Lien) shall be for the account of the Subcontractor, and Supplier may deduct such amounts from amounts otherwise due or owing to the Subcontractor. Provided, however, that the Parties acknowledge and agree that the *Construction Lien Act* (Ontario) does not apply to this Agreement or any Contract Documents.

1. **PUBLICITY**

Without limiting the Subcontractor’s obligations under section 10, the Subcontractor shall not, without the prior written consent of Supplier, advertise or publicly announce or in any way publicly indicate that Subcontractor is performing or has performed work for Supplier and/or Bruce Power or supplies or has supplied Tools, Spare Parts and Deliverables to Supplier or any member of the Bruce Power Group under this Agreement.

1. **SUBCONTRACTOR’S WORK ORGANIZATION**

The Subcontractor shall commit as many qualified staff and person-hours to the management of the Work as are needed from time to time to meet their obligations under the Contract Documents, which staffing requirement shall include the Personnel set out in the applicable Contract Documents. At the request of Supplier, the Subcontractor shall supply complete information including written job-specific qualification records for the Subcontractor's Personnel. These records will detail the activities that each such Personnel has been trained and qualified to perform. If Work is to be performed in a radiological controlled area at the Bruce Site, the Subcontractor shall complete the necessary documentation to certify that each of its Personnel that will perform such Work are qualified nuclear energy workers and permit activating the individuals on the Bruce Power dose management system.

1. **LAWS, NOTICES, PERMITS AND FEES**

The Subcontractor shall perform and complete the Work in accordance with and in compliance with all Laws. The Subcontractor shall be responsible for all necessary permits, licences, accreditations, certificates and insurance for the performance of the Work as the Subcontractor may be required to have or obtain by Laws and the terms of the Contract Documents (including the necessary licences and certificates from the Professional Engineers of Ontario).

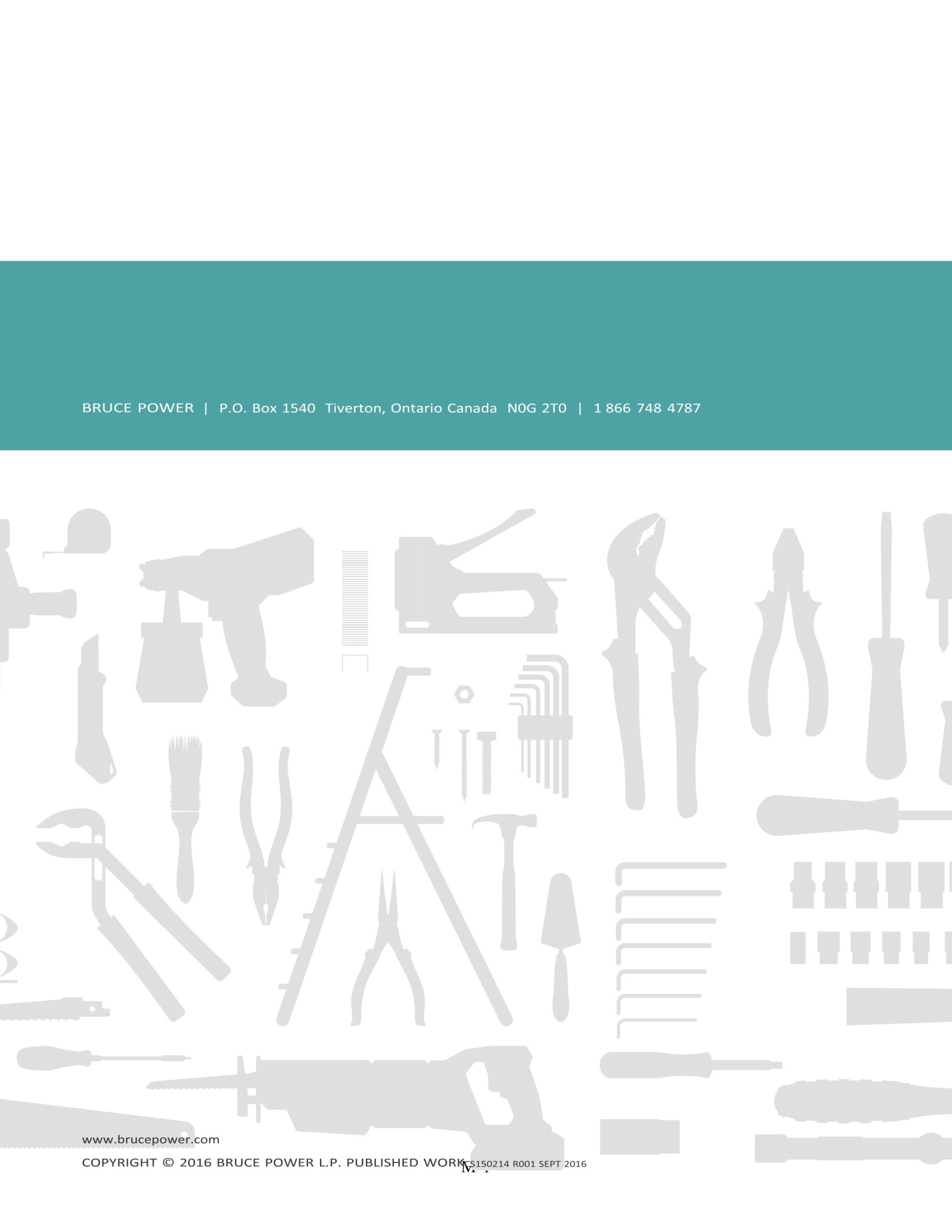
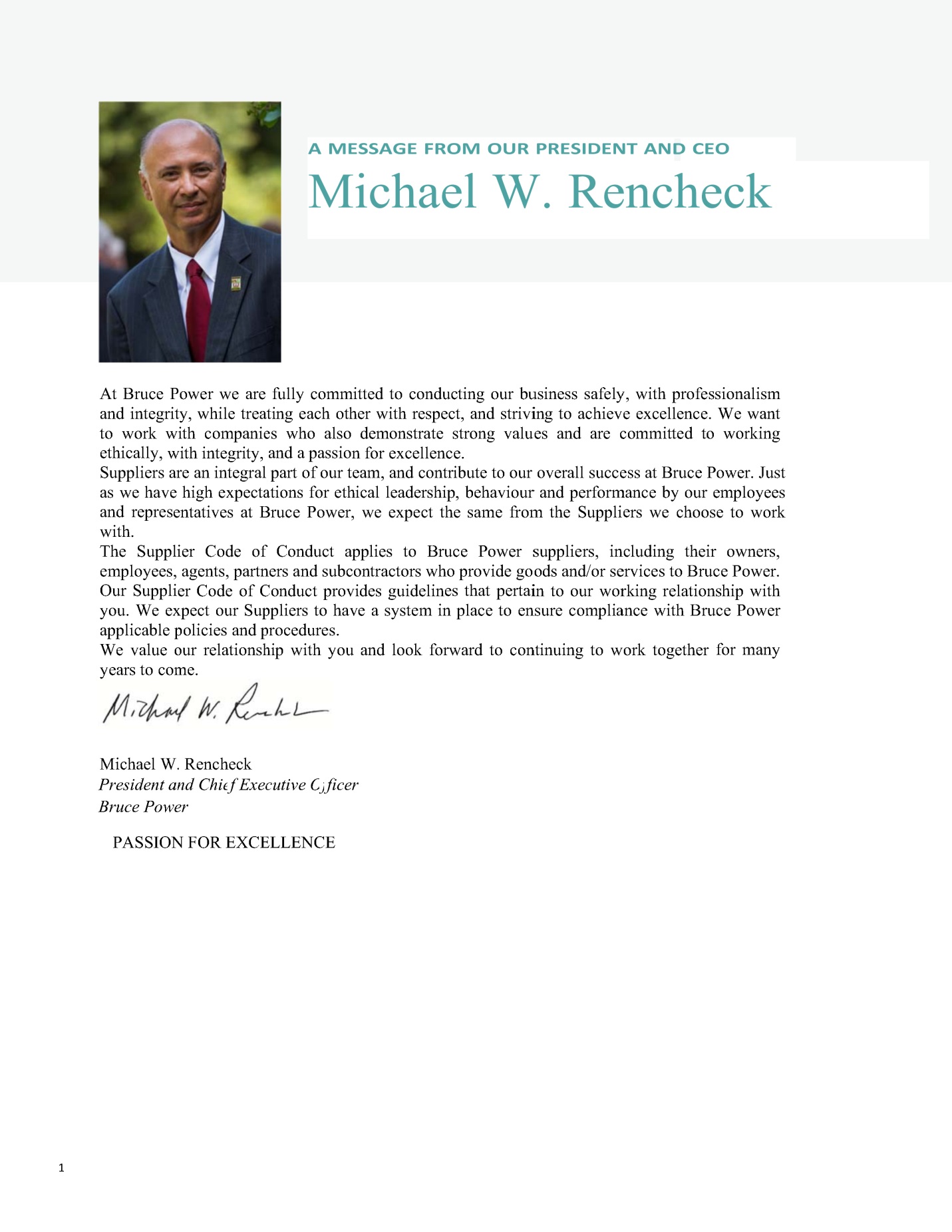
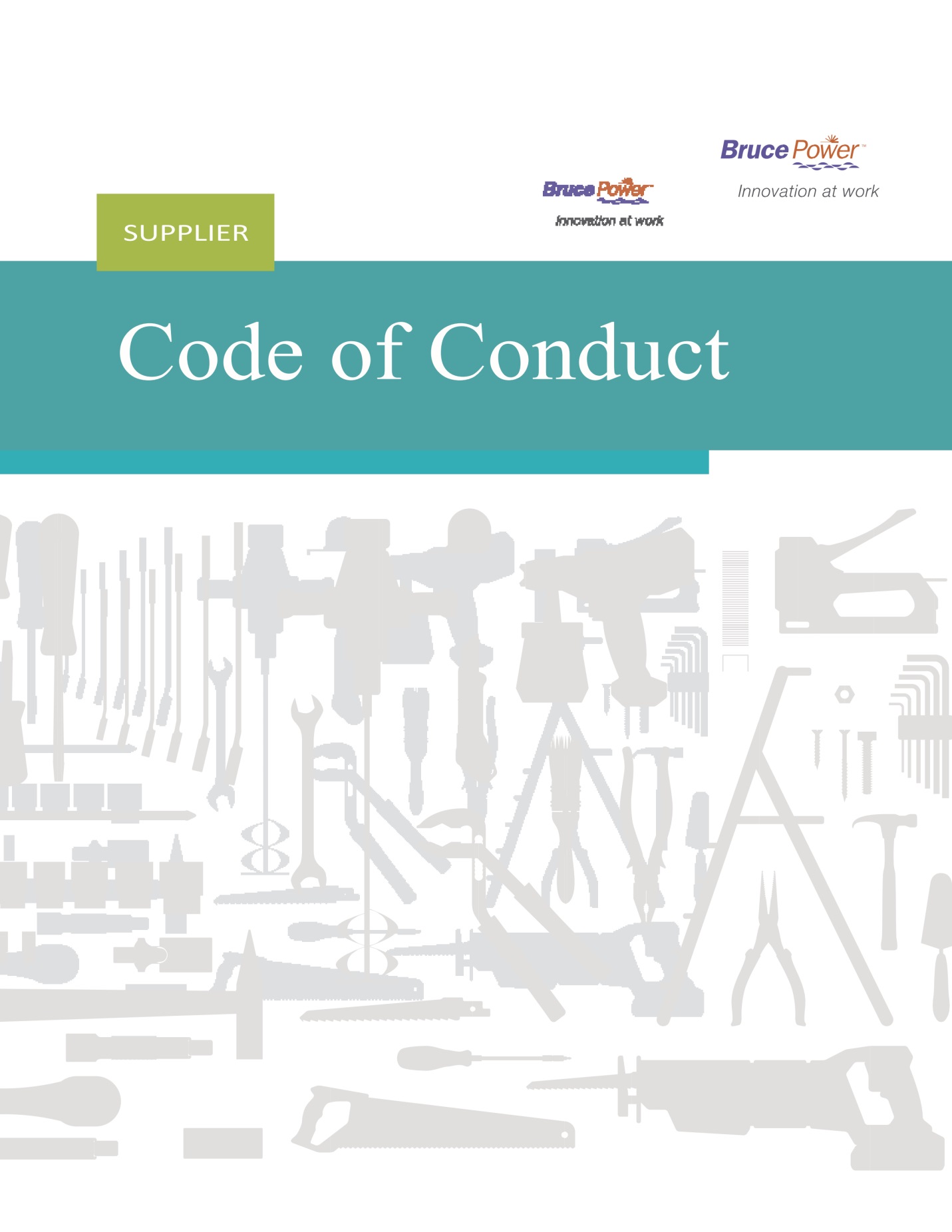
SCHEDULE A  
SITE RULES

Site Rules applicable to the Work performed at the Bruce Site include the following:

* + - 1. The Bruce Power Procedures in respect of the performance of the Work.
      2. The Bruce Power Safety Rules.
      3. The Subcontractor shall ensure that all of the Subcontractor Parties:
  1. arrive fit for duty and ready to perform work safely;
  2. obey all rules, signs and instructions;
  3. report immediately to Bruce Power any condition or practice that could result in injury or loss;
  4. wear approved personal protective equipment when required and keep it in good condition;
  5. do not use, adjust, alter or repair any Bruce Power equipment unless authorized in writing by Bruce Power;
  6. do not engage in horseplay and avoid distracting others;
  7. keep the Place of the Work within the Bruce Site clean and orderly;
  8. promptly report to Bruce Power all security, environmental, health and safety incidents, accidents and damage to Bruce Power equipment and other property; and
  9. do not engage in any activity at the Bruce Site other than performing the Work and traveling to and from the Place of the Work within the Bruce Site, as applicable, unless authorized in writing by Bruce Power
  10. have read and comply with the Supplier Code of Conduct, set out in Schedule B to the Agreement.
      + 1. The Subcontractor is required to obtain proper clearances (including any required work visas) from the appropriate Governmental Authorities for all foreign nationals who may be engaged by the Subcontractor in the performance of the Work in Canada.
        2. The Subcontractor shall undertake sufficient field supervision/surveillance to ensure that the Subcontractor Parties are in full compliance with all Laws and with the Site Rules.
        3. The Subcontractor shall promptly notify Supplier and Bruce Power as soon as it is aware of any non-conformance with Laws or the Site Rules and provide Supplier and Bruce Power with a written report describing the non-conformance and the corrective actions implemented.
        4. The Subcontractor shall sponsor and accompany and assume full responsibility for all of the Subcontractor Parties’ visitors to the Bruce Site at all times. Only those visitors who are necessary for performance of the Work are permitted on the Bruce Site. Only persons who have been security cleared for entrance to the Bruce Site and who have the appropriate radiation safety qualifications may sponsor a visitor.
        5. The Subcontractor shall ensure that all Subcontractor Parties are familiar with and abide by the Subcontractor’s policies and safe operating procedures.
        6. All Persons operating vehicles at the Bruce Site shall comply with “Bruce Site Traffic Management – Contract Interface Document” BP-PROC-00095. Failure to follow the regulations in BP-PROC-00095 may result in the suspension of driving privileges at the Bruce Site.
        7. Intoxication or possession or use of alcohol or illicit drugs, firearms, ammunition, explosives and weapons are not permitted at the Bruce Site. Use of prescription drugs is permitted if used as directed by a medical physician.
        8. The Subcontractor shall provide hard hats, safety glasses and safety boots for all the Personnel of the Subcontractor and the Subcontractor Parties assigned to the Work. Bruce Power, to the extent expressly required by the requirements of the applicable Contract Documents, shall provide other personal protective equipment required, pursuant to Laws, by Personnel of the Subcontractor Parties performing the Work at the Bruce Site.
        9. Bruce Power may restrict access to the Bruce Site to any individual who is not in full compliance with the Site Rules.

**SCHEDULE B**

**SUPPLIER CODE OF CONDUCT**



**SECTION 4 – ATS CONDITIONS OF PURCHASE**

These Conditions of Purchase are applicable to the purchase of products, goods and /or services (hereinafter referred to as ˆDeliverables˜) by ATS Automation Tooling Systems Inc. or one of its affiliates or subsidiaries identified on the face of this Purchase Order (ˆATS˜) from the Seller identified on the face of the Purchase Order.

**1. Acceptance.** The Purchase Order to which these Conditions of Purchase are attached and/or incorporated by reference, is an offer to purchase the Deliverables from Seller on the terms set out in the Purchase Order and in these Conditions of Purchase, and shall become a binding agreement and shall be deemed accepted upon acknowledgment of receipt of this Purchase Order or the commencement of performance by the Seller in any manner consistent with the Purchase Order or by any shipment to ATS of Deliverables described on the face of the Purchase Order, whichever occurs first. This Purchase Order together with any specifications, drawings or other written instructions issued hereunder contains the complete and final agreement between ATS and Seller and all prior negotiations, quotations, proposals, and writings pertaining to this Purchase Order are superseded hereby. Any different or additional terms or conditions in any Seller quotation, proposal, acknowledgment, commencement, invoice or other document or communication issued by Seller shall constitute a counteroffer and no contract shall exist unless accepted in writing by ATS; provided, however, that in the event that Seller has commenced performance, such different or additional terms or conditions shall be void and of no effect, and these Conditions of Purchase and the Purchase Order shall prevail. Any reference in the Purchase Order to Seller´s quotation or proposal is for the purpose of reference to the technical specifications or information contained therein, and shall not incorporate by reference any different or additional terms or conditions of Seller that may be contained and/or referenced therein. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents which are a part of this Purchase Order, Seller shall immediately submit the matter to ATS for its determination and shall comply with the determination of ATS in such matter.

**2. Changes.** ATS may at any time, by written notice, make changes in drawings, specifications, descriptions, shipping instructions, quantities and or delivery schedules. Should any change increase or decrease the cost of any Deliverables, Seller shall immediately notify ATS providing details and ATS shall make an equitable adjustment in the purchase price. No change to the Purchase Order shall be valid unless agreed in writing by an authorized representative of ATS. If due to design changes ATS requests additional or alternate components similar to the Deliverables herein, any such additional or alternate order shall be in accordance with the same pricing structure and terms as contained herein.

**3. Delivery.** Time is of the essence for performance under this Purchase Order. Delivery of Deliverables in accordance with delivery dates specified on the face of this Purchase Order is critical to the ability of ATS to meet its contractual obligations to its customer. Seller shall work the necessary hours with sufficient facilities and manpower to ensure that Deliverables are delivered on the date or dates specified by ATS. In addition, if Seller fails to meet the delivery dates as specified by ATS other than by reason of Excusable Delay (as defined herein), ATS may, without limiting or affecting its other rights or remedies available hereunder or at law or in equity, direct expedited shipment and/or incur premium freight or transportation costs, and Seller shall pay upon demand all excess costs incurred thereby, including additional handling charges and other expenses (whether related or not) resulting therefrom. Seller shall be responsible for all other direct, consequential, and incidental damages incurred by ATS as a result of Seller´s failure to meet the delivery dates, other than by reason of an Excusable Delay, including without limitation the reimbursement of any costs, penalties, and damages owed by ATS to its customer for late delivery or other performance, and the cost of obtaining replacement deliverables from an alternate source. ATS´ actions in obtaining substitute or replacement deliverables shall not limit its rights and remedies available hereunder or at law or in equity.

**4. Excusable Delay; Force Majeure.** Neither party shall be responsible for the delay in performance of its work where such delay is due to act of God, public enemy, compliance with laws, governmental acts or regulations, fire, act of civil or military authority, Governmental priority, flood, epidemic, war, riot, or other causes substantially similar to the foregoing beyond its reasonable control (ˆExcusable Delay˜). Immediately upon the date the Seller first knows, or acting reasonably should have known, of the circumstances giving rise to an Excusable Delay, the Seller shall provide written notice requesting a schedule adjustment. The notice shall include complete details supporting the claim and all reasonable alternative courses of action in the case of any continued delay. Failure to provide timely notice shall be cause for ATS to refuse to make a schedule adjustment for a belated notification. If any Excusable Delay lasts longer than thirty (30) days, ATS may in its sole discretion terminate the Purchase Order without liability.

**5. Inspection of the Work.** ATS and its customer shall be entitled to inspect the Deliverables in manufacture at all reasonable times to ensure compliance with the specifications and delivery schedule. Seller shall provide suitable facilities and support to accommodate such inspections. Any inspection of the Deliverables prior to delivery and operational acceptance testing shall not be deemed acceptance of any non-conformance to the specifications.

**6. Shipments.** All Deliverables are to be suitably prepared for shipment and must be packed and shipped in accordance with the governing classification and tariffs applicable thereto. All Deliverables shall be packaged in a manner sufficient to ensure delivery in an undamaged condition. Seller shall be responsible for costs or damages incurred by ATS as a result of or caused by improper packaging. All shipments and packages shall include a packing slip listing the Deliverables, quantities, ATS part numbers (if any), Purchase Order number, shipping location name and receiving department number. Any materials or substances considered hazardous or toxic shall be delivered in appropriate containers / packaging with the required warning labels clearly visible and the respective Material Safety Data Sheets accompanying the delivery, in compliance with all applicable laws. Seller shall notify ATS by facsimile seven (7) days prior to expected shipment. On the day of shipment, Seller shall confirm shipment by facsimile notification that shall include: the carrier’s name, the waybill number, number of pieces, estimated weight (by piece and total), progressive bill number, destination, and estimated date of delivery. Unless otherwise indicated on the Purchase Order, delivery will be made to ATS INCOTERMS 2000 FCA Seller´s shipping location. Material delivered without proper containment, packaging, labeling and documentation may be returned to Seller at Seller’s expense. If the Deliverables are not shipped in accordance with ATS´ specifications, Seller shall pay or reimburse ATS for the any and all excess and additional costs occasioned thereby.

**7. Certificates of Origin.** Upon request, Seller shall promptly furnish to ATS all certificates of origin or domestic value-added and all other information relating to the costs and places of origin of the Deliverables and the materials and components contained therein or used in the performance thereof, as may be required by ATS to comply fully with all customs, tariffs and other applicable governmental regulations. Seller shall comply with all such regulations. Seller shall indemnify and hold ATS, its subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents, and ATS´ customer harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any nature or kind (including fines and penalties) arising from or as a result of: (i) Seller´s delay in furnishing such certificates or other information to ATS; (ii) any errors or omissions contained in such certificates; and (iii) any non-compliance by Seller with such regulations.

**8. Security Interest, Title and Risk of Loss.** In the event progress payments or advances will be made, Seller hereby grants ATS a security interest in the Deliverables as well as any and all components, inventory, and raw materials, whether now existing or hereafter arising, and any replacements, improvements, substitutions, attachments, and accessions thereto or thereon purchased by Seller with progress payments or advances made by ATS and to be used by Seller in manufacturing the Deliverables. Seller agrees to execute and deliver all documents requested by ATS to protect and maintain ATS´ security interest. Title and risk of loss or damage to the Deliverables shall pass to ATS upon delivery to the specified destination. Seller warrants that upon delivery ATS shall acquire good and clear title, free and clear of all liens, encumbrances and security interests. To the maximum extent permitted by the applicable law, Seller waives any lien or other rights that Seller might otherwise have on or in any of ATS´ or ATS´ customer´s property, and agrees that neither Seller, nor any of its subcontractors or suppliers, or their respective employees, will assert any interest in or make any filings including any construction or mechanic´s liens or other filings in respect of any part of the Deliverables, the facility into and the land on to which the Deliverables are to be located. All drawings, specifications, manuals, models, software and all other data prepared in conjunction with this Purchase Order shall be deemed to be works for hire and shall belong exclusively to ATS. If by operation of law any of the foregoing material is not work made for hire, then Seller agrees to assign, and hereby assigns, to ATS the ownership of such material including all copyrights thereto.

**9. Warranty.** Seller warrants that the Deliverables delivered hereunder are new, free from defects in design, materials and manufacture, and conform to the specifications. In addition, Seller warrants that the Deliverables delivered will function in accordance with the specifications published or provided to ATS by Seller´s representative for the term of the warranty period. The parties agree the warranty period shall be not less than twenty-four (24) months from the later of: (a) the date the Deliverables are delivered by Seller to ATS or, if so directed by ATS, to ATS´ customer; and (b) the date the Deliverables are put into production by ATS or its customer, alone or as part of another machine or product. Upon notification from ATS in the form of a non-conformance report (ˆNCR˜), Seller shall immediately repair or replace defective or non-conforming Deliverables at Seller´s expense during the warranty period. Upon receipt of an NCR, Seller shall, at the discretion of ATS acting reasonably, immediately pay to ATS an amount as reasonably determined by ATS representing ATS´ costs arising from the defect or non-conformance including without limitation all labour and other expense incurred to identify the defect or non-conformity and any down time caused thereby. If ATS determines that the Seller is unable to repair or replace the defective or non-conforming Deliverable within the time ATS requires to meet its obligations to its customer, ATS shall at its sole discretion and option: (i) proceed with correction of the defect or non-conformance and charge all resulting costs to Seller (including without limitation all labour and other expense incurred to identify and correct the defect or non-conformity (plus reasonable overhead and profit on such costs) and any down time caused thereby); or (ii) return to Seller at Seller´s expense the defective Deliverables and any other Deliverables associated with the defective Deliverables supplied by Seller, for full refunds of the purchase price paid for such Deliverables and all resulting costs incurred by ATS including without limitation all labour and other expense incurred to identify and attempt to correct the defect or non-conformity (plus reasonable overhead and profit on such costs) and any down time caused thereby. ATS´ action to effect cure of any defect or non-conformity shall not relieve Seller of any of its warranty obligations hereunder. The foregoing shall not be in limitation of any rights that ATS may have at law or in equity by reason of any breach of warranty, expressed or implied, or otherwise. Such warranty shall be in addition to any warranties of additional scope given to ATS by Seller.

**10. Service and Replacement Parts.** Seller guarantees the availability of all necessary parts for the Deliverables for a period of ten (10) years following the warranty period.

**11. Indemnity.** Seller shall indemnify and hold ATS and its customer, and their respective representatives, employees, agents, customers, invitees, subsidiaries, affiliates, successors and assigns, harmless from and against all liabilities, claims, demands, losses, costs, damages and expenses of any nature or kind (including consequential and special damages, personal injury, property damages, lost profits, recall or other ATS´ customer´s field service action costs, production interruption costs, inspection, handling and reworking charges, professional and other legal fees, and other costs associated with ATS´ administrative time, labour and materials) arising from or as a result of: (i) any breach of Seller´s warranties hereunder; and (ii) any other acts or omissions or negligence of Seller or any of its subcontractors or suppliers in connection with Seller´s performance of its obligations under this Purchase Order. No limitations on ATS´ rights or remedies in any Seller´s documents shall operate to reduce or exclude such indemnification.

**12. Insurance.** Seller must maintain the following insurance coverages for the duration of its performance obligations under the Purchase Order, written on an occurrence basis and underwritten by insurers with a minimum rating of A- VII by A.M. Best:

a) Commercial auto liability with a limit of liability not less than $1 million per occurrence combined single limit for bodily injury and property damage of $3 million, including owned, non-owned and hired automobiles;

b) Commercial general liability with a limit of liability not less than $1 million per occurrence combined single limit, including coverage for operations, completed operations, products liability, of $3 million;

c) Workers´ compensation with statutory limits and Employer´s Liability coverage with limits of at least $1 million;

d) Umbrella or excess liability insurance with a limit of liability not less than $3 million per occurrence.

**13. Intellectual Property Rights.** Seller shall specify by prior written notice to ATS any and all pre-existing intellectual property of Seller or third parties developed or acquired prior to the date of the Purchase Order by Seller or third parties which are or are to be incorporated into, used in the design or manufacture of, or would otherwise affect the Deliverables (collectively, ˆSeller Intellectual Property˜). Seller grants ATS and ATS´ customer a fully paid-up, worldwide, perpetual, non-exclusive, transferable, royalty-free and unlimited license (with the right to sublicense) and right to use all Seller Intellectual Property. ATS and ATS´ customer are also entitled to make subsequent changes to the Deliverables. Other than Seller Intellectual Property, ATS shall be entitled to full ownership of all data, information, inventions, or discoveries, whether patented or unpatented, conceived or first actually reduced to practice in the performance of this Purchase Order. Seller hereby assigns and agrees to assign to ATS any innovations, inventions, drawings or specifications conceived and/or reduced to practice in the course of or performance of this Purchase Order and Seller also assigns and agrees to assign to ATS all intellectual property rights thereto, including any trade secrets and patents and copyrights issuing thereon. Seller further agrees to provide reasonable assistance to ATS, at ATS´ expense, for securing all such intellectual property rights. Seller agrees to promptly disclose any such data, information, invention or discovery to ATS. Except where the design of the item is provided by ATS, Seller agrees to defend at Seller´s expense, and indemnify and hold ATS and ATS´ customer harmless from all demands, suits, actions or proceedings against ATS or any of ATS´ customers for actual or alleged infringement of any intellectual property right (including but not limited to patent or copyright) resulting from the use or sale of the Deliverables delivered under the Purchase Order. Seller further agrees to pay and discharge any and all judgements or decrees (or any amount in settlement or compromise thereof) which may be rendered in any such suit, action or proceeding against ATS or ATS´ customers. If the use of a Deliverable or an ATS product or any part thereof is or is likely to be enjoined as a result of such demand, suit, action or proceeding, Seller, at no expense to ATS or ATS´ customer, shall obtain for ATS and/or ATS´ customer the right to use or sell the Deliverable and/or ATS product so enjoined or effect another remedy satisfactory to ATS to permit ATS or ATS’ customer to sell and/or use operate, modify and maintain the Deliverable and/or the ATS product without restriction.

**14. Termination for Default.** Without prejudice to any other rights or remedies which ATS may have, ATS may terminate the Purchase Order effective immediately and/or cancel further performance by Seller with or without notice to Seller in the event that any of the following occur: (a) the Seller fails to perform any of its obligations under or is in default of any provision or requirement of this Purchase Order (collectively, a ˆDefault˜) and fails to cure the Default within ten (10) business days of written notice of the Default from ATS; (b) the Seller is adjudged bankrupt or insolvent; (c) the Seller becomes subject to bankruptcy or insolvency proceedings pursuant to the laws of any jurisdiction; (d) the Seller makes a general assignment for the benefit of creditors; (e) if a receiver is appointed on account of Seller’s insolvency, (f) Seller´s inability to promptly provide ATS with adequate and reasonable assurance of Seller´s financial capability to perform timely any of Seller´s obligations under the Purchase Order, or (g) in the event of a change in control of Seller (where any sale or exchange of a sufficient number of shares of Seller, or any affiliate that controls Seller, effects a change in management of Seller). In addition thereto, ATS reserves the right, without liability, to cancel this Purchase Order in whole or in part by written notice effective when delivered to the Seller if the Deliverables are not delivered on the specified date or if in the judgment of ATS Seller will be unable to deliver Deliverables on the specified delivery date. In the event of partial cancellation, the rights and obligations of ATS and Seller with respect to the Deliverables not cancelled shall continue. In the event of default by the Seller, ATS shall have the right to terminate this Purchase Order without further liability for Deliverables not delivered to ATS. Seller shall indemnify and hold harmless ATS and its customer from all costs, losses and claims resulting from Seller’s default, including reasonable attorneys’ fees.

**15. Termination for Convenience and Cancellation.** ATS may at any time upon written notification to Seller, terminate this Purchase Order, in whole or in part, with respect to undelivered Deliverables on this Purchase Order without further liability other than to pay for those Deliverables that have already been delivered. For Deliverables specifically identified on the face of the Purchase Order as custom, ATS shall pay the Seller the proportionate value of the purchase price for those Deliverables completed at the time of termination, upon delivery of those Deliverables to ATS. For such custom Deliverables cancelled before being completed, ATS shall be liable to Seller for (1) Seller´s cost of material or work in progress, as shown on Seller´s books that cannot be returned to Seller´s suppliers or subcontractors for credit, and (2) any cancellation or other costs owed by Seller to its suppliers as a result of cancellation of the custom Deliverables, but in no event shall ATS´ liability for cancellation exceed the purchase price. Seller’s standard products available by catalogue or other published material including website shall in no event be considered custom. In addition to the foregoing, ATS shall have the right to return to Seller for full refund without restocking or cancellation fees, any non-custom Deliverables which have been delivered to ATS and which ATS determines are no longer required by ATS.

**16. Purchase Price and Invoices.** The purchase price identified in the Purchase Order is not subject to increase for any reason or cause unless specifically agreed to by ATS pursuant to Section 2 of these Conditions of Purchase. Seller warrants that the purchase price for the Deliverables is, and shall remain, not less favourable to ATS than the prices currently extended to any other customer of Seller for the same or substantially similar deliverables in the same or substantially similar quantities and delivery requirements. Seller warrants that the prices in this Purchase Order shall be complete, and no surcharges, premiums or other additional charges of any type shall be added, without ATS´ prior written consent. Upon delivery of the Deliverables specified on the face of this Purchase Order, Seller shall submit proper invoices to the attention of ATS Accounts Payable. All invoices must include the Purchase Order number, ship to address, Seller´s name, Seller´s GST, VAT or any other applicable tax account registration number, item description, delivery date and remittance instructions. Failure to submit proper invoices may result in payment delays. ATS shall make payment net sixty (60) days from receipt of valid Seller invoices. ATS may withhold payment in whole or in part if Seller´s invoice is incorrect, does not conform to ATS´ invoicing instructions, or if either the progress relating to the Deliverables or parts thereof, as stipulated in Seller’s invoice, has not been achieved. ATS shall be entitled to set off any amount owing from Seller or Seller´s affiliated companies to ATS or to any of ATS´ affiliated companies against any amount payable under this Purchase Order.

**17. Material Furnished or Paid For by ATS.** All jigs, fixtures, gauges, patterns, tools, dies, molds, materials, designs, or equipment supplied to Seller by ATS or otherwise paid for by ATS or developed as a result of the performance under the Purchase Order (collectively, ˆATS Property˜) are the exclusive property of ATS and Seller acquires no rights in such ATS Property. All ATS Property shall: (1) be used by Seller exclusively for ATS orders; (2) be clearly marked as ATS Property and segregated from Seller property when not in use; (3) be properly maintained and kept in good working order by Seller (reasonable wear and tear from ordinary use excepted); (4) be insured by Seller and kept free of liens, claims, security interests or other encumbrances; and (5) be promptly returned to ATS upon demand or termination or expiration of this Agreement. Seller shall not remove from the Seller´s facility or dispose of any ATS Property without the prior written consent of ATS. Seller and its employees and subcontractors will execute whatever documents and take any other actions reasonably required to perfect and confirm ATS´ sole rights and interest in the ATS Property.

**18. Assignment and Subcontracting.** Seller shall not assign this Purchase Order or any right or obligation bestowed or imposed herein without the express prior written consent of ATS. It is recognized that Seller may need to subcontract portions of the Work. ATS reserves the right to prior approve such allocations of work and the selection of subcontractors, if stated on the face of the Purchase Order. Seller shall not use a subcontractor if ATS has a reasonable basis for objecting to such subcontractor.

**19. Confidentiality.** The parties acknowledge having entered into a Non-Disclosure Agreement (the "NDA"), prior to or concurrently with the issuance by ATS to Seller of this Purchase Order. The NDA remains in full force and effect, and the terms and conditions of the NDA are incorporated herein by reference, and supersede the terms hereof, such that if there is a conflict between the terms and conditions of the NDA and these Conditions of Purchase, then the terms and conditions of the NDA will govern. Seller also acknowledges and agrees that the terms of the Purchase Order, the work being performed, the Deliverables being supplied and Seller´s relationship with ATS and ATS´ customer shall be treated as Confidential Information as defined in the NDA. In the absence of an NDA, Seller agrees to keep confidential and maintain the confidentiality of the confidential information of ATS and ATS´ customer and other subcontractors, 1. including the terms of the Purchase Order, the work being performed, the Deliverables being supplied and the relationship between Seller, ATS and ATS´ customer. These

Conditions of Purchase impose no obligation on Seller where such information (i) was known to Seller prior to receipt of the information on a non-confidential basis, (ii) is or becomes a matter of public knowledge or publicly available through no fault of Seller, (iii) is rightfully received by Seller on a non-confidential basis from a third party, (iv) is independently developed by Seller without use of or reference to information from ATS or ATS´ customer or other subcontractors as established by the written records of Seller; or (v) is publicly disclosed by Seller with prior written approval of ATS. Seller agrees to protect the information in strictest confidence by using the same degree of care to prevent the unauthorized use, dissemination or publication of the information as Seller uses to protect its own confidential information, provided that in no case shall such standard of care be less than a reasonable degree of care. Seller may disclose such information only to those of Seller’s employees who have a need to know such information provided that such employees are under obligations of confidentiality to maintain the confidentiality of such confidential information. Seller shall not use the confidential information of the ATS or ATS´ customer or other subcontractors for any purpose other than as necessary to carry out the purposes of this Purchase Order.

**20. Remedies; No Implied Waiver; Limitations of Liability.** Unless expressly indicated otherwise, any right or remedy of ATS in these Conditions of Purchase shall not be exclusive, and, in addition thereto, ATS shall have all rights and remedies under applicable law, including, without limitation, injunctive and/or equitable relief. No waiver by ATS of any one of its rights or remedies under this Purchase Order shall be construed as a waiver of any other rights or remedies nor a waiver of its rights for any succeeding breach of the same or any other provision. In no event whether as a result of breach of contract, tort, termination or otherwise, shall: (a) ATS be liable to Seller for anticipated profits, loss of opportunity, or for special, incidental or consequential damages; or (b) ATS´ liability to Seller for any loss or damage arising out of, connected with, or resulting from the Purchase Order, or ATS´ performance or breach of thereof exceed the monetary obligation ATS would have had to Seller in the absence of such breach, tort, termination or otherwise of the Purchase Order.

**21. Severability.** The invalidity of any provision of the Purchase Order or these Conditions of Purchase shall not affect the validity of the remaining provisions hereof. The invalid provision shall be amended or deleted and the

remaining provisions shall remain in full force and effect.

**22. Compliance with Laws and Regulations.** Seller shall be responsible for complying with all applicable federal, provincial, state and/or local laws and regulations having jurisdiction over the work covered by this Purchase Order. Deliverables manufactured or supplied by Seller shall comply with the applicable Occupational Health and Safety Act, Environmental Protection Act and all other applicable federal, state or local laws, rules, regulations, codes, ordinances, directives, policies and orders. Seller shall provide all Deliverables in a professional manner, in compliance with the highest industry standards and with care, skill and diligence. Seller shall indemnify ATS and ATS´ customer against any damages for non-compliance with this requirement.

**23. Relationship of the Parties.** Seller and ATS are independent contracting parties and nothing in this Purchase Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does this Purchase Order grant either party any authority to assume or create any obligation on behalf or in the name of the other. None of the persons engaged by Seller in the performance of its obligations under this Purchase Order shall be considered as employees of ATS.

**24. Governing Law and Disputes.** This Purchase Order shall be governed by the laws of jurisdiction in which the principal place of business of the ATS entity issuing the Purchase Order is located, and Seller and ATS hereby submit to the exclusive jurisdiction of the Courts of said jurisdiction for resolution of disputes arising in connection with this Purchase Order. The provisions of the United Nations Convention On Contracts For The International Sale Of Goods shall not apply to the Purchase Order or the rights and obligations of the Seller and ATS under the Purchase Order.

**25. Survival Beyond Completion.** The terms, provisions, representations, and warranties contained in these Conditions of Purchase that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder (including but not limited to confidentiality, indemnification, disclaimers, representations, and warranties) shall so survive the completion of performance, expiration or termination of this Purchase Order.

**26. Other**

It is understood that in accepting this order, the seller agrees to the terms and conditions set forth on the face hereof and in additional attachments attached hereto, and also to the ATS General Terms and Conditions and Global Supplier Manual.

The supplier is responsible and accountable for ensuring the authenticity of the products delivered pursuant to this purchase order. The delivery by supplier of any Counterfeit, Fraudulent and/or substandard products may result in penalties and/or criminal charges. The Supplier (i) shall immediately replace Counterfeit, Fraudulent and/or substandard products discovered during or after the warranty period with authentic products, and (ii) is responsible for any associated rework or repair costs.

The supplier shall package all items in suitable materials to prevent damage, rust, discolouration or spoilage (ie. Moisture absorption).

ATS shall maintain material review authority for any accept as is or repair dispositions. Approvals must be obtained before release of any product utilizing the Supplier Deviation/Waiver form located on the ATS Supplier Quality Web Portal. Reference to the Deviation Report shall be identified on the shipping documentation.

Quality Record retention all shall in accordance with the ATS Supplier Quality Manual Section 31 unless otherwise specified by contract. When quality records are specified by ATS, the supplier is responsible for sending electronic copies in advance of the shipment. In addition, hard copy quality records shall be included with each shipment.

Any building/equipment moves, process, material and/or software interface changes shall be communicated to ATS for further verification/validation.

**SECTION 5 - ATS SHIPPING & CUSTOMS INSTRUCTIONS**

**1. Packaging & Marking Requirements**

1.1 Product Marking: All items supplied to ATS Subsidiaries, Affiliates or its customers must be marked in accordance with applicable World Trade Organization, NAFTA or other trade agreement in effect at the time of purchase.

1.2 Immediate Product Packaging: Product packaging is to be marked in accordance with the regulations in effect at the time of purchase. The country of origin shown on the packaging must agree with the product marking. If the product packaging contains composite items, each item must be marked and the packaging must include a statement that lists the country of origin of the items contained in the packaging.

1.3 Container Markings (outermost packaging): Should a container be packed with product of different origins, Supplier agrees to mark the container with a marking statement which lists all the countries of origin of the items packed within the container or with the statement confirming ˆmultiple origins contained˜.

1.4 Reusable packaging or containers: Should the Supplier be required to reuse containers, the container itself must be marked with the contents country of origin

1.5 Origin Change: Supplier agrees to notify ATS the sooner of ninety (90) days in advance or date of receipt of purchase order of any changes in the country of origin of the supply of any products to ATS

1.6 Penalties: Supplier agrees to be solely responsible for all costs including fines, penalties, seizure resulting from the incorrect or incomplete marking of any product or its packaging

1.7 All deliverables should be packaged in a manner sufficient to ensure delivery in an undamaged condition. Supplier shall be responsible for costs or damages incurred by ATS as a result of or caused by improper packaging.

1.8 All shipments and packages shall include a packing slip listing the deliverables, quantities, ATS part numbers (if any), Purchase Order number, shipping location name and country of origin

**2. Preferential Trade Agreements**

2.1 Preferential Origin: Prior to shipment, Supplier agrees to undertake a trade agreement qualification process and where applicable issue a certificate of origin for product shipped to ATS. Supplier agrees to provide the information and required documentation to ATS or its appointed customs broker at time of shipment.

2.2 NAFTA Certification: Supplier agrees to provide valid annual blanket certificates of origin to ATS prior to September 30 of each year for product intended to be sold in the following year. These certificates are to be forwarded to ATS or its appointed customs broker

2.3 Other Trade Agreements: ATS reserves the right to request that Supplier undertakes a qualification process and issue valid country of origin certificates for all applicable trade agreements in affect at time of sale

2.4 Audits: Supplier agrees to cooperate with ATS by providing access to or copies of documents/EDI transmissions to support or respond to any governmental audits/reviews or any requests directly from ATS for the same information

2.5 Trade Treatments: Supplier shall perform all administrative actions required to support the eligibility of each product for preferential treatment under the rules of any applicable trade treaties and, if eligible, provide the necessary documentation to support the preferential treatment. Supplier shall be responsible for all penalties and costs

**3. Documentation**

3.1 Customs Invoice: Supplier shall take all administrative actions required to produce customs invoices and country of origin documents for all shipments crossing international borders in compliance with the agreements, laws, treaties and regulations of both the exporting and importing country.

Required Information (Supplier agrees at a minimum to provide the following):

1) Vendor and Buyer

2) Clear description of goods and item or part number for customs purposes

3) Quantity of units sold including the units of measure

4) Terms of sale (including applicable IncoTerms)

5) HS Tariff classification for each line item

6) Export Control Classification number

7) Country of Origin for each line item

8) Unit price, extended price, total invoice price and currency of settlement

9) ATS purchase order number

10) Type of transaction (i.e. sale, consignment, sample, etc.)

3.2 Documentation/EDI: In addition to providing the country of origin on the purchase order acknowledgement, commercial invoice and the shipment bill of lading, and packing list, Supplier agrees to supply country of origin information for all items shipped to ATS inclusive of no charge items or samples

3.3 If shipments are received without proper documentation, ATS may reject the shipment and return it to the Supplier at the Supplier´s expense for correction or hold the shipment and all payment owing therefore until proper documentation is received. In the event Canada Customs levies a fine or assessment or imposes a penalty on ATS as a result of improper or false documentation submitted by the Supplier, ATS shall have the right to set-off against any amount owing to the Supplier the amount of such fine, penalty or assessment

**4. Export License**

4.1 Supplier shall obtain all licenses and permits required under the laws of the exporting country or any other applicable country for the export of hardware, software, or technology being sold to ATS. ATS acknowledges that Supplier cannot guarantee the issuance of any export licenses, ATS is entitled to request written confirmation that Supplier has obtained such licenses

**5. Duty Drawback**

5.1 Supplier shall provide to ATS when and where applicable, a duty deferral or drawback waiver for duty deferred or paid on any products imported by the Supplier and used or consumed in the manufacture of products, or products in the same condition as imported by the Supplier, that the Supplier provides to or on behalf of ATS . These waivers shall be provided on the approved forms and issued timely by the Supplier to ATS at its Head Office location. This could include having the Supplier provide a Manufacturer´s Affidavit.

**6. Incoterms**

6.1 Unless otherwise indicated on the Purchase Order, delivery will be made to ATS using INCOTERMS 2010 FCA Supplier´s shipping location.