



CNL SITE-SPECIFIC TERMS & CONDITIONS – CHALK RIVER LABORATORIES (Rev. 0)

1. **Application.** These “**Site-Specific Terms**” apply to all Work and Services (the “**Work**”) by Contractor, Supplier, and/or Consultant (the “**Contractor**”) performed on site at CNL’s Chalk River Laboratories (“**CRL**”), and Contractor access to CRL is conditional on Contractor compliance with same. These Site-Specific Terms are supplementary to the Terms of the Contract and shall have equal priority to the Terms, except in case of a conflict the Terms shall prevail. Defined terms herein shall have the meaning set out in the Contract. Failure to comply with these Site-Specific Terms may result in noncompliant Contractor Personnel (defined in s.2) being removed from CRL and being denied access to CNL property in the future. CNL reserves the right to require the replacement of Contractor supervisory or management personnel who fail to enforce these requirements.

2. **Administration.** CNL shall designate a CNL representative as the “**Sponsor**” for the Contract. The Contractor is responsible to arrange with the Sponsor all logistics for the Work in compliance with these Site-Specific Terms and the Contract. If subcontractors are used by Contractor for the Work, Contractor shall be solely responsible for all subcontractor Work, including subcontractor compliance with these Site-Specific Terms. References to “**Contractor Personnel**” herein shall include all Contractor’s employees, suppliers, service providers, subcontractor personnel and other personnel for the Work.

3. **Security and Site Access.** CRL is a government-owned, contractor-operated site, as well as a nuclear installation. As such, CRL is a restricted-access site subject to Government of Canada and Canadian Nuclear Safety Commission (“**CNSC**”) security screening and access control requirements. CRL is comprised of ~3700 hectares divided into low, medium and high security zones (respectively the “**Outer Area**”, “**Administrative Area(s)**” and “**Protected Area(s)**”). All Contractor Personnel, vehicles, materials and equipment are subject to security checks on entry and exit from CRL and when moving between security zones as required to access the “**Work Site**”, being the designated site or location at CRL for conduct of the Work, as specified in the Contract and/or confirmed by the Sponsor in writing. The Contractor is responsible to coordinate with the Sponsor to obtain all required security permits and clearances in advance, and CNL shall not be liable for delay or consequential Changes due to Contractor’s failure to do so.

4. **Contractor Personnel Security Screening.**

(a) All Contractor Personnel must hold the requisite security status or clearance required to access CRL facilities and information, as specified in the Contract and/or confirmed in writing by the Sponsor. The Contractor shall provide personnel willing and capable to obtain the required security clearance, and shall ensure such security clearances are in place prior to commencement of the Work by such personnel.

(b) Personnel security screenings are conducted in accordance with the Government of Canada *Standard on Security Screening*, as well as the CNSC *REGDOC-2.12.2 Security: Site Access Security Clearance* (collectively, the “**Security Screening Standards**”). Security screenings for Contractor Personnel are administered without charge by CNL staff, except the Contractor shall pay all charges for third-party checks (including credit checks, fingerprinting, criminal records checks, and other national security agency checks, where applicable). CNL shall provide the requisite security screening forms to the Contractor, and the Contractor shall arrange remittance of the completed application packages to CNL in accordance with the Security Screening Standards requirements.

(c) Security checks/clearances required at CRL include Visitor, Reliability Status, Secret Clearance, Top Secret Clearance, and Site Access Security Clearance.

(i) “**Visitor(s)**” to CRL must submit their name and required background information to the Sponsor in advance, and must check in with and produce their identification to CNL Security on arrival. Visitors must

wear the visitor ID badge issued to them by CNL Security and must be accompanied by the Sponsor or other designated CNL employee at all times while on site. Where the Work is of extended duration, requires unaccompanied site access, and/or requires access to sensitive facilities or information, Visitor status will likely not be sufficient or appropriate, as determined in the sole discretion of CNL.

(ii) “**Reliability Status**” is the base clearance level required for all non-Visitor personnel accessing CRL, and is required as a prerequisite for all higher clearances. Applications for Reliability Status must be submitted a minimum of two weeks prior to the individual’s scheduled start date at CRL and must include the following forms, checks and supporting documentation:

- Signed screening consent form
- Complete and signed screening application form
- Proof of identity and citizenship (birth certificate, baptismal certificate, or passport, plus Canadian Citizenship card, Record of Landing, or Employment Authorization if born outside Canada or not a Canadian citizen)
- Proof of education (certificate, diploma or official transcript for the highest education level obtained)
- One employment reference letter (confirming employment history for past five years)
- One personal character reference letter (from someone not related to the applicant who has known the applicant for at least five years)
- Criminal record disclosure and check(s) for all jurisdictions where the applicant has resided in the past 5 years (including Canadian fingerprint record checks obtained via the applicant’s local Commissionaires, RCMP office or Police station, and foreign jurisdiction checks obtained via the consulate or embassy of the applicable country or via a third-party verification company, as appropriate)
- Credit check (obtained directly by CNL for Canadian resident applicants)

(iii) “**Site-Access Security Clearance**” is the minimum clearance required for non-Visitor personnel working in the Protected Area(s) at CRL. “**Secret Clearance**” and “**Top Secret Clearance**” may also be required to access certain facilities and information at CRL, regardless of where the Work is performed. Applications for Site Access, Secret or Top Secret Clearances must be submitted a minimum of four weeks prior to the individual’s start date and must include the following:

- Reliability Status forms, checks, and supporting documentation
- Additional biographical information as indicated on the screening application form
- Canadian Security Intelligence Service (CSIS) indices check or, where resident outside Canada, the equivalent check from the foreign country’s intelligence agency where available (if unavailable, additional requirements may apply)

(d) Contractor Personnel must submit their completed application packages to CNL Security well in advance of their scheduled start date at CRL. While security screenings typically take 2-4 weeks to complete, they may take longer depending on the circumstances, such as where CNL receives a high volume of applications, where CNL is unable to obtain necessary third party intelligence reports, where the applicant has resided outside Canada for all or part of the last five years, or where adverse information is disclosed or discovered regarding the applicant.

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- (e) Incomplete application packages shall be returned to the applicant and not processed further by CNL unless or until a complete application is re-submitted. CNL is not responsible for delay due to incomplete submissions.
- (f) Application packages may be submitted via fax or email, but all security clearances so granted are conditional on the applicant producing original or certified copies of their supporting documentation on their first day at CRL, failing which the applicant shall be required to leave CRL until all missing documents are provided.
- (g) Applicants are required to provide correct and complete information and supporting documentation. CNL and/or the relevant clearance-granting body may deny applications or revoke granted clearances due to false or misleading information provided by the applicant, or due to other adverse information known or made available to CNL.
- (h) Where the applicant has a criminal record, or where CNL holds other adverse information regarding the applicant from any source, CNL security shall conduct a security risk assessment and may require the applicant to attend for a security interview before a final decision is made on the application.
- (i) The Contractor is responsible to notify CNL Personnel Security Services immediately if any Contractor Personnel holding a security clearance for CNL sites are no longer employed by the contractor, are relocated by the contractor to a non-CNL job site, or otherwise undergo a change in circumstance known to the Contractor which might impact the individual's security clearance, including criminal charges or convictions, or other significant financial burden such as bankruptcy or insolvency.
- (j) CNL recognizes clearances from Public Works and Government Services Canada ("PWGSC"). Contractor Personnel holding a PWGSC clearance must present their clearance certificate to CNL for verification and provide a signed consent form for CNL to run a current criminal record name check.
- (k) CNL reserves the right to bar individuals from accessing CRL in CNL's absolute discretion and shall not be obligated to process security clearance applications from individuals so barred.
- (l) CNL shall not be liable to the Contractor for any claims due to denial, revocation, or delayed granting of the required security clearance for Contractor Personnel, including any consequential Contract changes or other expenses arising from such delay. Likewise, delay, denial or revocation of a security clearance shall not constitute frustration of contract.

5. **Information Security.** All information regarding CNL's operations disclosed to or discovered by Contractor Personnel in the course of conducting the Work is the Confidential Information of CNL and the Contractor shall ensure such Confidential Information is preserved and protected in accordance with the Contract. CNL also abides by the *Policy on Government Security* regarding designated and classified Canadian information and assets, and is required to ensure such information and assets are appropriately safeguarded when released to Canadian private sector entities. Where access to CNL protected, proprietary or intellectual assets is required, the Contractor shall provide all information required by CNL to authorize such access. If warranted, CNL may inspect before the release of designated information and/or require a facility clearance for the release of classified information. CNL recognizes PWGSC facility clearances.

6. **Contractor Personnel Access.**

- (a) All non-Visitor Contractor Personnel shall be issued a personal "Security Access Card", and shall register their attendance at CRL on arrival and departure using card readers located at the outer gate security building and/or the Brockhouse Building ("B700"). Security Access Cards must be worn and visible on the front trunk of the body at all times while on site at CRL. Contractor Personnel must personally swipe in/out each time they enter or exit CRL and may not swipe any other person(s) in/out for any reason. Depending on the location of the Work Site, Contractor Personnel

may be required to present their Security Access Card to enter and exit certain secured areas and buildings, and to undergo additional security checks for access to the Protected Area(s).

- (b) The Contractor shall provide the Sponsor a daily list of all Contractor Personnel at the Work Site. If any Contractor Personnel are transferred to another Work Site, the Contractor must provide Notice of the transfer to the Sponsor(s) for each Work Site, including detailed time logs for the transferred individuals. Work at CRL outside regular business hours (8:05 a.m. – 4:35 p.m. Monday-Friday, company holidays excepted) must be pre-approved by the Sponsor.
- (c) Except as pre-approved by CNL, no food or drink may be brought into the Protected Area(s) or other areas where contamination may be present. Contractor Personnel may eat in the CRL cafeteria (open 7:30 a.m. to 5:30 p.m.).
- (d) Contractor Personnel are restricted from using operational building washroom facilities unless authorized by the CNL Sponsor. General public washroom facilities are available at the CRL cafeteria.

7. **Materials and Equipment Access.**

- (a) CNL Security shall inspect all Contractor materials and equipment on entry to CRL, and shall issue a material and equipment pass ("CRL-136 Form") for inspected materials and equipment. All vehicles entering or leaving CRL are likewise subject to search by CNL Security staff. Copies of the CRL-136 Form shall be retained by CNL Security and the Contractor, and shall be used to re-check Contractor materials and equipment leaving CRL.
- (b) Additional security checks and radiological contamination screening are required for vehicles, materials and equipment entering or leaving the Protected Area(s) and other "Controlled Area(s)" with known radiological contamination requiring additional monitoring and management in accordance with the RP Requirements (defined in s.10). The Contractor is responsible to coordinate movement of materials and equipment in and out of the Controlled Area(s) with the Sponsor to facilitate smooth and efficient inspection and processing. In particular, Contractor vehicles, materials and equipment must be checked for contamination by Radiation Protection staff before leaving the Controlled Area(s), evidenced by issuance of a "CRL-1406 Form", and items that cannot be decontaminated or otherwise confirmed clean (such as porous plastics or wood items) will not be allowed to leave. Removal of materials and equipment from CNL's primary Controlled Area is restricted to between 8:05 a.m. – 4:30 p.m., Monday – Friday, unless special arrangements are made in advance with the Sponsor.

8. **Health and Safety**

- (a) The Contractor shall assume and be responsible for compliance, and shall cause its subcontractors and suppliers to comply, with all aspects of the applicable health and safety laws and regulations, including such additional laws and regulations as may be applicable to the Work due to the particular nature and status of the CRL site, including the *Nuclear Safety and Control Act* (Canada) and associated regulations. Failure to implement and follow safe work procedures in accordance with nature of the Work and complying with Applicable Law shall be sufficient reason for CNL to suspend performance of the Work and Contractor Personnel access to CRL until the safety issue is remedied to CNL's satisfaction ("Safety Stand Down") and/or to terminate the Contract for cause, as determined in CNL's sole discretion. The Contractor shall be solely responsible for all Safety Stand Down costs and expenses, and shall not be entitled to a Change, delay claim or other reimbursement from CNL for same.
- (b) The Contractor and Contractor Personnel are expected and required to take personal proactive responsibility for their safety and the safety of those around them for the Work and at all times while at CRL.

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- (c) CNL is a federally regulated employer subject to the health and safety regime set out in the *Canada Labour Code* (Canada) and associated regulations, and the CNL policies, procedures and associated training for work by CNL employees follow the federal regime. CNL acknowledges that where the Contractor is a provincially regulated employer, the Contractor's health and safety policies, procedures and associated training for Contractor Personnel will necessarily follow the provincial health and safety regime set out in the *Occupational Health and Safety Act* (Ontario) and associated regulations. Acknowledging the federal and provincial health and safety requirements applicable to CNL and the Contractor may differ, the Parties agree that despite such differences, as a general principle the safety of CNL employees and Contractor Personnel is best protected by compliance with the regime the individual is trained in and accustomed to following. The Parties therefore agree as follows:
- (i) The Contractor shall ensure all Contractor Personnel are competent, qualified and properly equipped to perform the Work, including that all Contractor Personnel have sufficient English language proficiency, have successfully completed all required health and safety training applicable to the Work, hold all required professional designations and certifications, and are provided with all required personal protective equipment, clothing and devices ("PPE&C").
- (ii) All Contractor equipment for the Work, including PPE&C, must meet CSA standards where applicable and be maintained in good operating condition in accordance with the manufacturer's specifications and applicable laws and regulations. CNL reserves the right to audit the Contractor's equipment maintenance and have removed from CRL any equipment that does not comply with the Contract requirements.
- (iii) Where ISNetworld registration is required or where expressly stated in the Contract, the Contractor, including any subcontractors, shall submit monthly safety performance statistics through ISN or as otherwise specified by CNL.
- (iv) The Contractor shall notify CNL of any Contractor health and safety meetings relating to the Work, which CNL may attend as an observer. Upon CNL request, the Contractor shall also provide CNL with proof that the Contractor and subcontractors are in compliance with applicable worker safety and compensation legislation, including payments due thereunder.
- (v) Where the Work Site is under the care and control of the Contractor as "Constructor", as defined in the *Occupational Health and Safety Act* (Ontario) or equivalent legislation and specified in the Contract, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work at the Work Site. The Contractor shall likewise be solely responsible to fulfill all duties and obligations of a Constructor, and shall have the right, authority and responsibility to discipline and/or remove from the Work Site any persons who fail or neglect to comply with the Contractor's safety requirements for that Work Site. Additionally, the Contractor shall work with the Sponsor and follow all safety requirements as directed by CNL to ensure that the conduct of the Work does not adversely impact safe operations of CRL outside the Work Site, including safe transit of Contractor equipment, materials and Contractor Personnel to and from the Work Site, and safe operations and personnel activities in CRL areas and facilities near/adjacent to the Work Site.
- (vi) Where the Work is specified in the Contract as under the safety direction of CNL, the Contractor shall follow all safety requirements as directed by CNL, including completion of any additional safety training required by CNL for the Work.
- (d) Unless expressly waived by CNL, the Contractor shall be a subscriber to ISNetworld fully compliant with ISNetworld requirements and maintaining a grading of "C" or better from ISNetworld before commencing work at CRL. Registration information is available on the [Vendor Portal](#).
- (e) Unless expressly waived by CNL, the Contractor shall attend all CNL Supplier Safety Forum ("SSF") meetings during the Contract Term. SSF meetings are held quarterly, and attendance of one delegate for the Contractor is mandatory. The Contractor delegate must have sufficient authority and be responsible to convey and implement the CNL information and requirements from the SSF meeting to all affected Contractor Personnel for the Work. Where the Contractor has several contracts at CRL or elsewhere at CNL at one time, the Contractor may send one delegate for all contracts, so long as the delegate has the authority and responsibility to convey the SSF information for all contracts, and does in fact do so.
- (f) CNL may audit the Contractor's health and safety programs and practices for content and compliance, and may advise the Contractor of deficiencies and prescribe corrective action where required. Without limiting or reducing the Contractor's obligations or responsibilities under the Contract, the Contractor shall incorporate into the Contractor's health and safety program for the Work any reasonable comments of CNL. CNL's review, approval, advice and/or instructions regarding the Contractor's health and safety programs and practices shall in no way derogate from the Contractor's health and safety responsibilities under the Contract. CNL safety advice and corresponding changes to the Contractor's safety programs shall not constitute a Change under the Contract unless the parties agree that such changes are of an exceptional nature outside the Contractor's expectations and experience. Where the Contractor has performed previous work at CRL subject to the same or similar safety requirements, such repeat safety requirements shall be deemed within the Contractor's expectations and experience, regardless of whether the requirements differ from the Contractor's general practices for work outside CRL.
9. **Control of Work.** CNL employs a Work Control ("WC") system for control of hazardous and other work through standard operating procedures and job specific authorizations at all facilities and locations at CNL sites. This WP system deals with the procedures and requirements associated with industrial hazards, operational hazards, radiation hazards, construction hazards, fire hazards, and the operation of safety-related systems. Depending on the nature of the Work and Work Site, the Contractor may be required to obtain authorization from the facility/system authority before commencing work in/on that facility/system, in addition to the standard pre-job hazard analysis. All Contractor Personnel must review and follow the WC requirements specified by CNL. Where the Contractor is Constructor for the Work Site, the Contractor shall likewise implement an equivalent written work control and safety planning system for all Work at the Work Site.
10. **Radiation Protection.** Due to the particular nature of the CRL site and the nuclear facilities therein, CNL is responsible to ensure certain radiation protection ("RP") and dosimetry requirements are followed and met in accordance with the *Nuclear Safety and Control Act* (Canada) and regulations, as well as the terms of the CNSC site license for CRL. CNL employs a personal radiation monitoring system in conjunction with training, PPE&C and relevant CNL policies and instructions in order to ensure the safety of all persons on site at CRL (collectively the "RP Requirements"). The Contractor undertakes to cooperate fully with CNL and comply with all RP Requirements as set out in the Contract or otherwise communicated by CNL to the Contractor, including the following:
- (a) Radiation protection and other safety requirements for the Work shall be as indicated on the relevant "Radiation Protection Plan" and/or WC requirements issued by CNL, and may include special dosimeters, radiation monitoring equipment, PPE&C and decontamination services.
- (b) All non-Visitor Contractor Personnel must complete the applicable RP training prior to starting Work at CRL.
- (c) Any Contractor Personnel who in the course of the Work has potential to receive a dose of ionizing radiation above the regulatory annual dose limit for a member of the general public shall be designated and registered as Nuclear Energy Workers

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(“NEWs”). Contractor Personnel designated as NEWs must provide to CNL all required forms, information and consents for CNL to register occupational radiation doses with the National Dose Registry (“NDR”), including their Social Insurance Number (“SIN”), biographical information, and dose record for the current one-year and five-year dosimetry periods. Persons without a SIN are required to obtain a temporary SIN. NEWs may also be required to complete additional training, including respirator fit-testing where required for the Work. All NEW registrations and training must be complete prior to beginning Work.

- (d) Prior to starting Work at CRL, the Contractor must provide the dose history of all Contractor Personnel the Contractor intends to use for the work that were previously designated as NEWs. CNL may also require Contractor Personnel to provide a whole body count scan and/or bioassay sample(s) to establish a baseline prior to starting work.
- (e) Depending on the nature of the Work, Contractor Personnel may be issued a personal radiation monitoring “Dosimeter” from Personnel Security Services. Where issued, Dosimeters must be retrieved from and returned to the designated Dosimeter badge racks or Personnel Security upon arrival and departure and must be worn at all times on site at CRL. Dosimeters may not be removed from CRL and must be promptly returned to Personnel Security together with the person’s Security Access Card upon completion of the Work or termination of the Contract, and Contractor Personnel no longer required to attend shall immediately return same at the conclusion of their participation in the Work, failing which the Contractor shall reimburse CNL in the amount of one thousand dollars (\$1,000) per unreturned Dosimeter. Additionally, where Contractor Personnel designated as NEWs fail to return their dosimeter, CNL shall calculate and report a deemed dose to the NDR.
- (f) Where the Work includes demolition and/or excavation activities, Radiation Protection personnel must be present at the Work Site during such activities to monitor for radiological contamination. If any unexpected contamination is detected, the Work will be halted and reviewed. The Work may resume only once CNL has either removed the contaminated material or a revised Radiation Protection Plan/WC authorization is issued providing instructions for safe processing and removal of the contaminated material. Corresponding adjustments to the Contract scope, price and schedule may be made as a Change in accordance with the Contract.
- (g) Contractor Personnel may also be required to provide a whole body count scan, bioassay sample(s) and/or to be subject to in vivo monitoring (“Further Monitoring”). Failure by Contractor Personnel to submit to Further Monitoring is a material breach of the Contract, for which the Contractor shall reimburse CNL in the amount of one thousand (\$1,000) dollars per non-compliant Contractor Personnel and shall additionally indemnify and hold harmless CNL from and against and claims or damages relating to failure to provide Further Monitoring, including any damages relating to CNL’s inability to demonstrate exposure did not occur at a CNL site.
- (h) Contamination events (such as setting off an exit monitor) must be immediately reported to CRL Radiation Protection staff. Reports may be made directly to a Radiation Protection surveyor, through the Sponsor, or in an emergency through the CNL emergency number.

11. Controlled Equipment and Substances.

- (a) The Contractor shall provide advance Notice to CNL Industrial Hygiene not less than five (5) business days before bringing any “Hazardous Products”, as defined by the *Hazardous Products Act* (Canada), on site at CRL, and shall provide copies of the Safety Data Sheets (SDS) to CNL for all such Hazardous Products. CNL reserves the right to prohibit/restrict use of Hazardous Products

and to require the Contractor to follow specific safe handling and storage practices for such Hazardous Products at CRL.

- (b) Certain safety-related equipment at CRL – including pressure relief devices, pressure vessels and piping systems – is critically important for the safe operation of CNL facilities and therefore must be inspected, tested and accepted by CNL before installation. The Contractor shall coordinate with the Sponsor to ensure all such devices are accepted by CNL prior to installation.
- (c) Contractor shall not bring radioactive sources into the CRL site without the express written permission from CNL, which permission may be withheld for any reason. Permission requests for radioactive sources exceeding regulated quantities must include, at minimum, proof of a CNSC-issued license for same.

12. Environmental Protection and Waste Management.

- (a) The Contractor shall comply with all environmental laws and regulations applicable to the Work, including such additional laws and regulations as may be applicable due to the particular nature and status of the CRL site, including certain environmental and waste management requirements as set out by Environment Canada and the CNSC (collectively, the “EP&WM Requirements”).
- (b) The Contractor shall comply with, and shall coordinate with the Sponsor to ensure the Work is performed in compliance with, the EP&WM Requirements as particularized in the Contract and/or in CNL’s Environmental Protection and Waste Management Programs and related policies, directives, guidelines and instructions provided in writing to the Contractor by CNL (“EP&WM Policies”). CNL’s EP&WM Policies include the following minimum requirements where applicable for the Work:
- (i) **General.** Good housekeeping practices shall be followed at all times for the Work and Work Site. Depending on the nature of the Work and Work Site, CNL may suspend or impose restrictions on Work due to weather conditions, such as wind speeds exceeding 30 km/hour.
- (ii) **Spill Containment.** When working with liquid chemicals or hazardous liquids, the Contractor shall provide spill kits at the Work Site, at hand and easily accessible for use in the event of a spill, including on/in all Contractor vehicles and equipment. Vehicles and equipment shall be checked daily for leaks, and refueling must only be done over a spill tray and with spill kits available. Spill containment measures and devices (including secondary containment where required by CNL) shall be implemented for all containers or systems containing radioactive/non-radioactive contaminants, including chemicals, oils, solvents and other hazardous substances. All Contractor Personnel shall be trained in the efficient use of spill kits and spill clean-up practices.
- (iii) **Vehicles and Equipment.** All Contractor vehicles and equipment must be kept in good repair, with exhaust systems and noise abatement devices functioning properly to minimize noise and odour, and with any leaks or other mechanical deficiencies safely isolated and promptly repaired. The Contractor shall give advance Notice to the Sponsor for all refrigeration equipment brought to CRL. Storage tank systems used by the Contractor to store petroleum products and allied petroleum products at CRL must comply with the *Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations*, and the Contractor shall register same with Environment Canada.
- (iv) **Excavation.** The Contractor shall implement sediment control measures for all excavation and other earthworks at CRL as directed by CNL Environmental Protection staff for the Work. CNL may require the Contractor to pump water collecting in excavations out into containers/drums for environmental monitoring and further processing as directed by CNL. If an archeological artifact is found during excavation, the Contractor shall immediately stop Work and Notify the Sponsor of the finding, awaiting further instructions from CNL before recommencing the Work. The Contractor shall likewise stop Work and Notify the Sponsor of any radiological contamination detected or discovered during excavation, and shall proceed with the Work only as expressly authorized in accordance with the RP Requirements.

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- (v) **Wildlife Protection.** The Contractor shall follow all restrictions and implement all prevention and mitigation measures required by CNL for protection of wildlife and wildlife habitat in accordance with the *Species at Risk Act* (Canada) and other applicable laws, as applicable to the Work and Work Site. Work near bodies of water that support fish habitat or wetlands, including any Work within 30 meters of rivers, streams or lakes, must have prevention and mitigation measures in place to protect the watercourse. CNL likewise restricts the removal of trees, bush and other vegetation during the migratory bird breeding season, and requires approved mitigation measures for all physical works in active turtle zones.
- (vi) **Waste Reduction.** The Contractor shall, wherever possible, select products and materials for the Work that reduce the amount of post-consumer waste and minimize toxic or harmful content, including through expanded use of durable/reusable/recyclable products, , and through segregation of excess materials and waste for reuse or recycling.
- (vii) **Waste Removal and Disposal.** Except where otherwise specified in the Contract, the Contractor shall be responsible to remove from CRL and dispose of all waste materials generated by the Contractor in the course of the Work. The Contractor shall dispose of hazardous waste through a registered waste receiver. CNL may require that waste materials be checked for radiological contamination before leaving the Controlled Area(s) and/or CRL, and where contamination is found such waste materials may be retained at CRL for safe disposal.
- (viii) **Designated Toxic Substances.** The Contractor shall give advance Notice to the Sponsor of any designated toxic substances (“DTAs”) listed in Schedule 1 of the *Canadian Environmental Protection Act* which will be used or produced in the course of the Work and/or stored at the Work Site. The DTA Notice shall include a DTA management plan outlining the Contractor’s safety and risk mitigation measures for all stages of the DTA life cycle (selection, procurement, handling, use, storage, transportation, and disposal) as it relates to the Work. The Contractor shall avoid using/producing DTAs where feasible alternatives are available. Where use of DTAs cannot be eliminated/avoided entirely, the Contractor shall minimize DTA use/production where possible, including by limiting the quantity of DTAs stored at the Work Site to the minimum level necessary for current operations.
- (c) The Contractor shall work cooperatively with the Sponsor to eliminate and avoid adverse environmental impacts resulting from the Work. The Contractor shall likewise immediately report to the Sponsor any chemical or hazardous material spills, any unplanned or otherwise unauthorized emissions, and any other incidents damaging to the environment (collectively “**Environmental Incidents**”).
- (d) The Contractor agrees that CNL may recover any fines and additional damages incurred by CNL due to failure by the Contractor and/or Contractor Personnel to comply with the EP&WM Requirements and/or EP&WM Policies, including the cost to remediate any environmental damage and to process excess or contaminated waste caused or generated by the Contractor.
13. **Fire Protection.** The Contractor shall at all times implement and follow applicable fire safety laws, regulations, standards and codes, as well as any specific or additional fire protection program requirements specified in the Contract and/or communicated to the Contractor by CNL for the Work and Work Site (collectively, the “**FPP Requirements**”), and shall coordinate with the Sponsor as necessary to ensure the Work is completed in a manner that maintains fire safety at CRL. Where the Contractor is Constructor for the Work Site, the requirements of NFPA 241 “Safeguarding Construction, Alteration, and Demolition Operations” shall apply for the Work Site.
14. **Emergencies.** CNL reserves authority to stop the progress of the Work in an emergency affecting or threatening the safety of life, property or the environment. CNL maintains emergency response teams ready and available to respond to a serious accident or incident at CRL, including an on-site fire department. To report a CRL site emergency (fire, medical, motor vehicle accident, hazardous materials release/spill, or technical rescue) call the CRL emergency number. The Sponsor shall provide CNL’s emergency stay-in and evacuation protocols for the Work Site to the Contractor prior to commencement of the Work, and the Contractor shall ensure compliance with such protocols during a stay-in or evacuation event while Contractor Personnel are on site at CRL. The Contractor shall report all incidents and injuries at CRL to the Sponsor immediately following the occurrence or discovery of the occurrence, or as soon as safely possible, including for near-miss incidents and other incidents and injuries not requiring an emergency response. After obtaining emergency assistance and performing a safe back out, the Contractor shall secure the incident area and shall provide all assistance requested or required by CNL in investigating the incident.