

March 10, 2026

Devin Drover
ddrover@taxpayer.com

Mr. Drover,

Re: Your requests for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 [File #: EC/19/2026, EC/20/2026 & EC/21/2026]

On February 16, 2026, Executive Council – Cabinet Secretariat received your requests for access to the following records/information:

EC/19/2026 - Costs incurred for hosting the December 12, 2024 Churchill Falls MOU announcement.

EC/20/2026 - Records related to the announcement held on Jan 31 2025 as related to Purchase Order 224025245 as serviced by M5 MARKETING COMMUNICATIONS INC.

EC/21/2026 - Records related to the announcement held on Feb 28 2025 as related to Purchase Order 224025245 as serviced by M5 MARKETING COMMUNICATIONS INC.

A decision has been made by the Clerk of the Executive Council to provide access to the information requested, with the exception of personal information, which been removed in accordance with Section 40 of the Access to Information and Protection of Privacy Act (the Act), which states:




40.(1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

The total cost for the announcement was \$79,040.73. Details are included in the attachment. M5's work, as shown on invoices 1996-0 and 1966-1, was for the December 12, 2024 Churchill Falls MOU announcement.

You may ask the Information and Privacy Commissioner to review the processing of your access request as set out in section 42 of the Act. A request to the Commissioner must be made in writing

within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Contact information for the Office of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
4th Floor, Beothuck Building
20 Crosbie Place
P. O. Box 13004, Stn. A
St. John's, NL. A1B 3V8

 Telephone: (709) 729-6309
 Toll-Free: 1-877-729-6309
 Email: commissioner@oipc.nl.ca

You may also appeal directly to the Supreme Court within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act. If you have any further questions, please contact me by email at CS-ATIPP@gov.nl.ca.

Sincerely,



Rachelle Cutler
ATIPP Coordinator
Enclosure



m5 marketing communications Inc.
570 Newfoundland Drive
Main Floor, P.O. Box 13305
St. John's, NL A1A 5B1

INVOICE

PO# 224025245

INVOICE #: 1966-0

Office of the Executive Council
Government of Newfoundland & Labrador
P.O. Box 8700
St. John's, NL A1B 4J6
Canada
Attn: Darrell Hayward

Date: Jan 31 2025

Title: Event Management - The Rooms

Job #: 1966

Description:

- Attend preparation calls and meetings
- Coordination of event space with the venue, including venue site visits and setup of each room
- Review and confirm technical requirements with the technical team/AV supplier for the day
- Coordination of food and beverage for morning, lunch and afternoon for all participants
- Book and manage photographers and videographers for the event, including providing shot lists for the day
- Book and oversee VO recordings (in studio and onsite) including Creative Director on site to provide direction and feedback on the VO cuts
- Manage pre-taped address recording and editing
- Prepare, print and place directional signage for the event
- Provide onsite trouble shooting day of the event: person assigned to setup and technical needs, person assigned to participant management and flow and person assigned to food and beverage for the day
- Provide social media shooter for the day for vertical photos and video of the event for organic social
- Manage vender purchases and invoicing (food and beverage, photographers and video, technical and AV, production)
- Ad hoc tasks as required

Scope Of Work	Cost
Professional Fees	\$20,025.00
Disbursements	\$19,200.09
- Videographer \$1,800.00	
- Catering \$9,551.09	
- Parking \$ 64.00	
- Photography \$3,250.00	
- Translation \$ 35.00	
- Video Editing \$4,500.00	

Terms:

Due on receipt

Subtotal \$39,225.09



INVOICE #: 1966-0

Office of the Executive Council
Government of Newfoundland & Labrador
P.O. Box 8700
St. John's, NL A1B 4J6
Canada
Attn: Darrell Hayward

Scope Of Work		Cost
HST# #890310063RT0001	HST	\$5,883.76
	Paid	\$0.00
	Total Due	\$45,108.85



m5 marketing communications Inc.
 570 Newfoundland Drive
 Main Floor, P.O. Box 13305
 St. John's, NL A1A 5B1

INVOICE

PO # 224025245

INVOICE #: 1966-1

Office of the Executive Council
 Government of Newfoundland & Labrador
 P.O. Box 8700
 St. John's, NL A1B 4J6
 Canada
 Attn: Heather Dalton

Date: Feb 28 2025
Title: Event Management - The Rooms
Job #: 1966

Description:

- Attend preparation calls and meetings
- Coordination of event space with the venue, including venue site visits and setup of each room
- Review and confirm technical requirements with the technical team/AV supplier for the day
- Coordination of food and beverage for morning, lunch and afternoon for all participants
- Book and manage photographers and videographers for the event, including providing shot lists for the day
- Book and oversee VO recordings (in studio and onsite) including Creative Director on site to provide direction and feedback on the VO cuts
- Manage pre-taped address recording and editing
- Prepare, print and place directional signage for the event
- Provide onsite trouble shooting day of the event: person assigned to setup and technical needs, person assigned to participant management and flow and person assigned to food and beverage for the day
- Provide social media shooter for the day for vertical photos and video of the event for organic social
- Manage vendor purchases and invoicing (food and beverage, photographers and video, technical and AV, production)
- Ad hoc tasks as required

Scope Of Work	Cost
Professional Fees	\$6,150.00
Public Relations Support	\$4,800.00
Outside Costs:	\$436.38
- Rentals \$139.00	
- Meals \$257.70	
- Parking \$ 2.00	
- Gas \$ 17.97	
- Taxi \$ 19.71	



INVOICE #: 1966-1

Office of the Executive Council
Government of Newfoundland & Labrador
P.O. Box 8700
St. John's, NL A1B 4J6
Canada
Attn: Heather Dalton

Scope Of Work		Cost
Terms:	Subtotal	\$11,386.38
Due on receipt	HST	\$1,707.96
HST# #890310063RT0001	Total Due	\$13,094.34

3. **Payment**

1.1 **Consideration**

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Consultant, for the satisfactory performance of the Work, sixty-two thousand eight hundred and twenty-five dollars (**\$62,825**) (plus HST), in accordance with the following payment schedule:

Project Payment Milestones	COST
Professional Fees and Hard Costs	\$62,825
TOTAL COST:	\$62,825

1.2 **Reimbursement of Expenses**

Miscellaneous expenses will be billed at cost upon presentation of itemized and substantiated invoices satisfactory to the Client.

1.3 **Payment General**

- (a) The Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of sixty-two thousand eight hundred and twenty-five dollars (\$62,825.00) (plus HST) and that a minimum of ten percent (10%) of the total fees payable for the Work will be withheld until such time as the project is completed to the satisfaction of the Client. All amounts are in Canadian dollars.
- (b) The Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).
- (c) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the Work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within thirty (30) calendar days of receipt of a properly documented invoice satisfactory to the Client.
- (e) All invoices shall clearly show the amount of HST billed by the Consultant as a separate item. All costs are exclusive of HST and added at the invoicing stage.
- (f) The Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client(s). The invoice shall have appended thereto any documentation required by the Client(s).

- (g) The Client(s) shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.
- (h) The Consultant shall submit invoices to:

Darrell Hayward
Assistant Deputy Clerk
Office of the Executive Council
Government of Newfoundland and Labrador
P.O. Box 8700 St. John's, NL A1B 4J6
Phone: (709) 729-1118
Email: darrellhayward@gov.nl.ca

4. **Notices**

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Krista Quinlan
Clerk of the Executive Council
Office of the Executive Council
Government of Newfoundland and Labrador
St. John's, NL A1B 4J6
Phone: 709-729-3490
Email: Kristaquinlan@gov.nl.ca

For the Consultant:

Heather Dalton, Partner
M5 Marketing Communications Inc.
570 Newfoundland Drive, Unit 101
Main Bottom Floor
St. John's, NL A1A 5B1
Phone: 709-753-5559
Email: heather@m5.ca

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

- (a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
- (b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and

- (c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

5. **Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

6. **Representations and Warranties**

The Consultant hereby represents and warrants that every fact stated or represented by the Consultant or its Representatives to the Client in connection with any proposal made by the Consultant in respect of the Work is true and agrees that the Client(s) shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

7. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

8. **Start and Completion Date**

The Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

Start Date:	December 9, 2024
Completion Date:	March 31, 2025

9. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause 8 or the date on the first page of this Head Agreement.

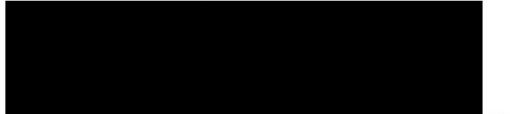
10. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified, the numbering references in the General Terms and Conditions shall remain unchanged.

11. **Counterparts**

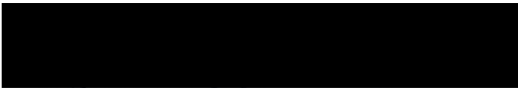
This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

M5 Marketing Communications Inc.



Heather Dalton
Partner
M5 Marketing Communication Inc.

**HIS MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR**



Krista Quinlan
Clerk of the Executive Council
Government of Newfoundland Labrador

SCHEDULE "A"
SCOPE OF WORK

This Schedule "A" outlines the scope of work and contract deliverables under the agreement:

- Attend preparation calls and meetings;
- Coordination of event space with the venue, including venue site visits and setup of each room;
- Review and confirm technical requirements with the technical team/AV supplier for the day;
- Coordination of food and beverage for morning, lunch and afternoon for all participants;
- Book and manage photographers and videographers for the event, including providing shot lists for the day;
- Book and oversee VO recordings (in studio and onsite) including Creative Director on site to provide direction and feedback on the VO cuts;
- Manage pre-taped address recording and editing;
- Prepare, print and place directional signage for the event;
- Provide onsite trouble shooting day of the event: person assigned to setup and technical needs, person assigned to participant management and flow and person assigned to food and beverage for the day;
- Provide social media shooter for the day for vertical photos and video of the event for organic social;
- Manage vendor purchases and invoicing (food and beverage, photographers, and video, technical and AV, production);
- Ad hoc tasks as required.

SCHEDULE "B"
SPECIAL TERMS AND CONDITIONS

There are no special terms and conditions.

SCHEDULE "C"

GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

- 1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Consultant shall review the information for accuracy and applicability.
- 1.2 Where discrepancies, omissions or obscurities in the information are evident, the Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

- 1.3 For the purposes of this Article "Confidential Information" means:
 - (a) all communications and instructions from the Client respecting the Work, including the fact of this Agreement;
 - (b) all information acquired by the Consultant, its employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
 - (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant, its employees, servants and/or agents during the performance of the Work or in any way related thereto;
 - (d) all personal information, as under the *Access to Information and Protection of Privacy Act, 2015*, to mean recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number,
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
 - (iii) the individual's age, sex, sexual orientation, marital status or family status,
 - (iv) an identifying number, symbol or other particular assigned to the individual,

- (v) the individual's fingerprints, blood type or inheritable characteristics,
- (vi) information about the individual's health care status or history, including a physical or mental disability,
- (vii) information about the individual's educational, financial, criminal or employment status or history,
- (viii) the opinions of a person about the individual, and
- (ix) the individual's personal views or opinions, except where they are about someone else;

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant, its employees, servants and/or agents during the performance of the Work or in any way related thereto;

- (e) all information that is developed based upon Confidential Information including the work product of the Consultant, its employees, servants and/or agents; and
- (f) Confidential Information shall not include any information which:
 - (i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its Representatives; or
 - (ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

- 1.4 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Work as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.
- 1.5 The Consultant shall only use the Confidential Information acquired in the performance of the Work for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.
- 1.6 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof

as are compiled, drawn and produced by the Consultant in performing the Work, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Client and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Consultant's possession.

- 1.7 The Consultant shall provide to the Client and solely to the Client upon completion of the Work or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Work, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.
- 1.8 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Work and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act, 2015*, the *Management of Information Act* SNL2005, cM-1.01, and the *Privacy Act*, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its, his/her employees, servants and/or agents.
- 1.9 The Consultant shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:
 - (a) at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Work under this Agreement;
 - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
 - (c) ensure all employees, servants and/or agents of the Consultant comply with all policies, standards and safeguards established under this Article;

- (d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and
- (e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D" unless otherwise advised by the Client, and this includes:
 - (i) complying with all alterations or updates of Schedule "D" as may be provided to the Consultant from time to time; and
 - (ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

1.10 The Consultant shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

1.11 The Consultant shall:

- (a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;
- (b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;
- (c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
- (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and
- (e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the website at: <http://www.atipp.gov.nl.ca/info/Privacy-Breach-Protocol.pdf>

Article - 2. EMPLOYEES OF THE CONSULTANT

- 2.1 The Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent work in which the person was involved and may refuse to approve payment for such work.
- 2.2 The Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 3. ACCESS TO FACILITIES

- 3.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion, to be necessary for the reasonable performance of the Work, working space and equipment access for the Consultant to perform the Work during Client office hours.
- 3.2 When using or accessing the premises of the Client, the Consultant and all officers, employees and agents of the Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 4. RECORDS AND AUDIT

- 4.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
- 4.2 The Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 5. TERMINATION

- 5.1 Either of the Parties may at any time by way of two weeks written notice to the other, terminate this Agreement.
- 5.2 Where this Agreement is terminated under this Article, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any

payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 6. LIABILITY

- 6.1 The Consultant agrees that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.
- 6.2 The Client shall not be liable for, and the Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Consultant or the Consultant's Representatives.
- 6.3 The Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Consultant.

Article - 7. COMPLIANCE WITH LAW

- 7.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.
- 7.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant's Representatives in the performance of the Work.

Article - 8. ARBITRATION

- 8.1 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, the parties shall first

attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

- 8.2 In the case of a dispute arising between the Client and the Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the *Arbitration Act*, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

Article - 9. LAWS GOVERNING

- 9.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 10. USE OF WORK

- 10.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article - 11. CONFLICT OF INTEREST

- 11.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

- 11.2 The Consultant and the Consultant's Representatives:

- (a) shall conduct all duties related to this Agreement with impartiality;
- (b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
- (c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article -12. SUBCONTRACTORS

- 12.1 Consultant shall not subcontract all or a portion of the Work without the prior written approval of the Client.
- 12.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

Article - 13. GENERAL

- (a) Articles 2 and 7 of this Agreement shall survive the termination or expiration of this Agreement.
- (b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.
- (c) Time shall be of the essence of this Agreement.
- (d) The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.
- (e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- (f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- (h) The Consultant shall not assign this agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE "C"

SCHEDULE "D"

Protocols for Security of Client Information on Information Technology assets of Contractors

The Consultant shall confirm with the Client whether the Consultant will be required to use information technology resources, including computers, of the Client in the conduct of the Work under the contract. The following requirements apply where the Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Client and will be storing, manipulating or accessing that Confidential Information on the Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and/ or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically separately authorized by the Consultant's contract or otherwise, the Consultant is not permitted to attach non-government computers or other information technology systems to any Client network.
- Consultants are expected to implement and maintain up-to-date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- Consultants are not permitted to use any Peer-to-Peer file sharing program (e.g. Limewire, etc) or chat program (i.e., MSN, Skype) on any information technology asset that will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Work and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act, 2015*, the *Management of Information Act, SNL2005, cM-1.01*, and the *Privacy Act, RSNL1990 cP-22*, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.
- Where a Consultant will be granted access to the Client's computer network during the course of his/her work, in addition to the requirements noted above, the Consultant shall not:

- o Share personal computer drives or folders on a computer accessing the network; or
 - o Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
- These requirements apply to the Consultant and all agents, employees or permitted sub-Consultants of the Consultant, and it is the responsibility of the Consultant to ensure that all such agents, employees or permitted sub-Consultants are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE "D"



P.O. Box 997 - 5 Waterford Bridge Rd
 St. John's Newfoundland A1C - 5M3
 Tel: 709-722-0864 - Fax: 709-722-8114

INVOICE

Invoice Date / Tax point	16/12/24
Invoice number	94409
Order taken by	Brian Ellsworth
Order last updated by	Greg Burt
Booking #:	183200173
Account Billing #:	18947
HST Registration #	R101544880

PO#:
 Event:

Invoice to M5 MARKETING COMMUNICATIONS (ST. JOHN'S OFFICE) 570 NEWFOUNDLAND DRIVE MAIN FLOOR PO BOX 13305 STN A ST. JOHN'S NL A1A 5B1 Contact: Accounts Payable Tel: 709 753 - 5559 Fax:	Ordered By EXECUTIVE COUNCIL COMMUNICATIONS BRANCH P.O. BOX 8700 CONFEDERATION BLDG (EAST BLOCK) ST. JOHN'S NL A1B 4J6 Tel: 709 729 - 3670 Fax: Contact: Darek Nakonieczny Tel: 709-729 - 3885 Fax: 709-729 - 5645 Cell: 709-725 - 7715	Venue THE ROOMS Contact: Brandon Powell Tel: 757-6913
Delivered: 11/12/24 at 1400 Start: 12/12/24 at 1100 Picked-Up: 12/12/24 at 1800	Set By: 11/12/24 at 1400 End: 12/12/24 at 1600	

QTY	Description	Unit Price	Days Charged	Total
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Level 3 Press Conference - 1400 - 1500

- Floorplan Attached
- Translation Receivers to be placed on chairs, headtable and podium
- 3 x Press Feeds (Eng, French, Floor)
- BG Music for Post event (Trendy NL Flavour)

AV (VIDEO)

1	ROLAND 6 INPUT HD SWITCHER W/MULTIVIEWER	400.00	1.0	400.00
1	42" LED MONITOR	250.00	1.0	250.00
1	PREMIER FLATSCREEN FLOOR STAND 60" W/SHELF	75.00	1.0	75.00
1	1 x 4 3G SDI DA	50.00	1.0	50.00
1	SDI - 225' HD SDI PROJECTOR SPOOL	100.00	1.0	100.00
1	SDI - 100' HD SDI CABLE	50.00	1.0	50.00
1	DELL LAPTOP(S) (XPS1-2 15")	160.00	1.0	160.00
1	PANASONIC PTZ 2 PACKAGE W/CONTROLLER/POE+ SWITCH	950.00	1.0	950.00
1	NETGEAR 8 PORT GB SWITCH	25.00	1.0	25.00
1	HD PRO WEB STREAMING PACKAGE (MAC OR PC)	275.00	1.0	275.00
	- French RTMP Stream (French Audio Feed)			
	- Link / Platform to be provided by Customer			
	- Using in-house Hardwired Internet Connection			

AV (AUDIO)

1	YAMAHA DM3(S) DIGITAL MIXER (16 XLR IN/8 XLR OUT)	150.00	1.0	150.00
1	10" POWERED SPEAKER (FOLDBACK Q&A)	65.00	1.0	65.00
2	12" POWERED SPEAKER (EAW RS123)	65.00	1.0	130.00
2	SPEAKER TRIPOD(S)	20.00	1.0	40.00
1	BRUSHED ALUMINUM C2 PODIUM KIT	150.00	1.0	150.00
2	AUDIO-TECHNICA U857Q PODIUM MIC(S)	30.00	1.0	60.00
6	SHURE MX 412DC GOOSENECK DESK MICROPHONE	35.00	1.0	210.00
2	D'SAN LAPTOP USB/3.5mm SOUND PORT	30.00	1.0	60.00
1	SENNHEISER 300 WIRELESS HH (MC - Stage Right)	140.00	1.0	140.00
1	SENNHEISER 300 WIRELESS HH (MEDIA Q&A)	140.00	1.0	140.00
3	PRESS BOX - 12 CHANNEL (RAPCO MDS112)	120.00	1.0	360.00



INVOICE

P.O. Box 997 - 5 Waterford Bridge Rd
 St. John's Newfoundland A1C - 5M3
 Tel: 709-722-0864 - Fax: 709-722-8114

Invoice Date / Tax point	16/12/24
Invoice number	94409
Order taken by	Brian Ellsworth
Order last updated by	Greg Burt
Booking #:	183200173
Account Billing #:	18947
HST Registration #	R101544880

SIMULTANEOUS INTERPRETATION

1	BOSCH SI PACKAGE W/CCU & 8 CH TRANSMITTER	400.00	1.0	400.00
2	BOSCH DCN-IDESKL 32CH INTERPRETER DESK MIC	75.00	1.0	150.00
2	BOSCH LBB 4512/00 HIGH POWERED RADIATOR	50.00	1.0	100.00
2	MANFROTTO HEAVY DUTY AIR CUSHIONED STAND	25.00	1.0	50.00
1	BOSCH LBB 4422/00 AUDIO EXPANDER	150.00	1.0	150.00
75	BOSCH LBB 4540/04 4 CH RECEIVER W/HEADPHONES	4.00	1.0	300.00
1	SI SOUNDPROOF INTERPRETER BOOTH	350.00	1.0	350.00

LIGHTING

1	LUMEN RADIO - AURORA SNG UNIV DMX/CRMX TRANSCEIVER	150.00	1.0	150.00
2	LUMEN RADIO - LUNA SNG UNIV DMX/CRMX TRANSCEIVER	75.00	1.0	150.00
2	ADJ FR20 - 2" LED FRESNEL W/BARNDOR - WARM WHITE	35.00	1.0	70.00
1	LEVITON MC-7008DMX 8CH LIGHTING CONSOLE	50.00	1.0	50.00
4	8" LED FRESNEL W/BARNDOR	75.00	1.0	300.00

DRAPERY / BACKDROPS / SOFTGOODS / SETS

60	RUNNING FEET OF 16' IFR BLACK ULTRA VELOUR DRAPE	8.00	1.0	480.00
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TRADE SHOW

3	6' SKIRTED BANQUET TABLE(S)	30.00	1.0	90.00
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RIGGING

2	MANFROTTO CRANK STAND W/T-BAR - (12' Max Height)	40.00	1.0	80.00
4	MATTHELLINI CLAMP	5.00	1.0	20.00

STAGING/TENTS

2	6' x 8' STEP UNIT (2-STEP W/GUARDRAIL)	50.00	1.0	100.00
7	6' x 8' SKIRTED PORTABLE STAGE (16"-24" HIGH)	150.00	1.0	1,050.00

POWER

1	THEATRIX 220v SERVICE W/19PIN SOCA/6 EDISON OUT	60.00	1.0	60.00
	2 x SHEETS ROSCO CTB @ \$8.00/ea			16.00

Level 3 - overflow

AV (VIDEO)

1	70" LED MONITOR	600.00	1.0	600.00
1	PREMIER FLATSCREEN FLOOR STAND 72" W/SHELF	75.00	1.0	75.00

AV (AUDIO)

1	12" POWERED SPEAKER (EAW RS123)	65.00	1.0	65.00
1	SPEAKER TRIPOD(S)	20.00	1.0	20.00

Harbour View Briefing Room (Ready For 8am Thursday)

AV (AUDIO)

1	MACKIE 1402 - 14 CH MIXER (6 XLR IN)	80.00	1.0	80.00
1	DBX 2031 EQUALIZER/LIMITER	20.00	1.0	20.00
2	12" POWERED SPEAKER (JBL EON 612 12")	65.00	1.0	130.00
2	SPEAKER TRIPOD(S)	20.00	1.0	40.00
3	SHURE MX 412DC GOOSENECK DESK MICROPHONE	35.00	1.0	105.00

Classroom 1 Briefing Room

TRADE SHOW

60	RUNNING FEET OF 8' BLACK DRAPE	4.00	1.0	240.00
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Classroom 2 Briefing Room

TRADE SHOW

60	RUNNING FEET OF 8' BLACK DRAPE	4.00	1.0	240.00
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LABOUR

wednesday 11 December 2024				
1400 - 1400 DRIVER	- Delivery	1 @	1 Day(s)	50.00/D 50.00
1200 - 1700 TECHNICIAN - SERVI	- Setup	5 @ ST:	5 Hour(s)	82.00/H 2,050.00
Thursday 12 December 2024				



**EASTERN
AUDIO LIMITED**

P.O. Box 997 - 5 Waterford Bridge Rd
 St. John's Newfoundland A1C - 5M3
 Tel: 709-722-0864 - Fax: 709-722-8114
 1000 - 1500 TECHNICIAN - SERVI - Operate
 1500 - 1900 TECHNICIAN - SERVI - Dismantle
 1900 - 1900 DRIVER - Pickup

INVOICE

Invoice Date / Tax point	16/12/24
Invoice number	94409
Order taken by	Brian Ellsworth
Order last updated by	Greg Burt
Booking #:	183200173
Account Billing #:	18947
HST Registration #	R101544880

3 @ ST:	5 Hour(s)	82.00/H	1,230.00
5 @ ST:	4 Hour(s)	82.00/H	1,640.00
1 @	1 Day(s)	50.00/D	50.00

Rental	9,555.00
Labour	5,020.00
Sundries	16.00
<hr/>	
Sub Total	14,591.00
HST	2,188.65
Total	16,779.65

Thank You!



Government of Newfoundland and Labrador

Public Procurement Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

Purchase Order No.	Revision No.	Page No.
224024458	0	1

SHIP TO: EXC-Communications & Consultations
10th Floor, East Block
PO Box 8700
St John's, NL A1B 4J6
Canada

TO: EASTERN AUDIO LTD
P O Box 997
St John's, NL
A1C 5M3
Canada

BILL TO: Office Of The Comptroller General
Accounts Payable Processing
PO Box 8700 3rd Floor East
Block Confederation Bldg
St John's, NL A1B 4J6
Canada

Customer No.	Supplier No.	Ordered / Buyer	Revised / Buyer
	0031044696	08-JAN-25 Hannaford, K	

F.O.B:	Requestor:	Contact:
DESTINATION	Hood, Jillian	

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY: Hannaford, K	DATE: 08-JAN-25	TOTAL: \$14,591.00
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Line NO:	Item No./Description	Promised Date	Quantity / UOM	Unit Price	Extended	Tax
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PLEASE NOTE: TO ENSURE TIMELY PAYMENT OF YOUR INVOICE, THE PURCHASE ORDER (PO) NUMBER MUST BE CLEARLY INDICATED ON THE INVOICE OR A COPY OF THE PO INCLUDED WITH THE INVOICE. COPIES OF INVOICES SHOULD NOT BE PROVIDED TO THE DEPARTMENT REQUESTING GOODS/SERVICES. FOR MORE INFORMATION PLEASE VISIT: <https://www.gov.nl.ca/exec/tbs/files/suppliers-invoiceguide-1.pdf>

PAYMENT OF INVOICE FOR ENCUMBRANCE PURPOSES ONLY

PRICING AS PER INVOICE 94409 DATED DECEMBER 16, 2024
CONFIRMATION - DO NOT DUPLICATE

1	Event Set Up for The Rooms December 12, 2024		14591 EACH	1.00	14,591.00	
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GNL - PO 224024370 as
per Jillian Hood. TQ.

Anne Thareau
Translation and Interpretation

St. John's, NL

INVOICE number 4
date 12-13-2024

Darek Nakonieczny
Manager, Digital Media and Production Services
Communications Branch, Executive Council
Government of Newfoundland and Labrador
T: 709.729.3885 C: 709.725.7715

BALANCE DUE

Upon Receipt

\$750

Notes

Interpretation for the Provincial Government

Item Description	Quantity	Price Per Hour	Total
Official announcement of the MOU between the governments of Quebec and Newfoundland and Labrador			
6 hours on December 12, 2024	6 hours	\$125	\$750
		Subtotal	\$750
		Tax - 0%	
		TOTAL	\$750

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GNL - PO 224024371
as per Jillian Hood. TQ.

Gary Young
Translation and Interpretation

Conception Bay South, NL

INVOICE / 12-13-2024 INVOICE No. 001

Darek Nakonieczny
Manager, Digital Media and Production Services
Communications Branch, Executive Council
Government of Newfoundland and Labrador
T: 709.729.3885 C: 709.725.7715

BALANCE DUE

Upon Receipt

\$562.50

Notes

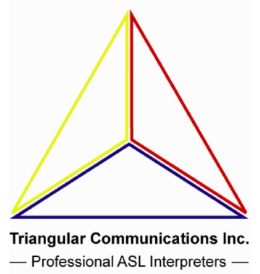
Interpretation for the Provincial Government

Item Description	Quantity	Price Per Hour	Total
Official announcement of the MOU between the Governments of Quebec and Newfoundland and Labrador			
4.5 hours on December 12, 2024	4.5 hours	\$125	\$562.50
		Subtotal	\$562.50
		Tax - 0%	
		TOTAL	\$562.50

Triangular Communications Inc.

Paradise NL
triangularcommunications@gmail.com
GST/HST Registration No.: 709607709

GNL - PO 224024368 as
per Jillian Hood. TQ.



INVOICE

BILL TO
Darek Nakonieczny

INVOICE 1263
DATE 12/17/2024
TERMS Net 30
DUE DATE 01/16/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/12/2024	Services	One ASL English Interpreter for News Conference held at The Rooms	2	85.00	170.00
12/12/2024	Kilometers	Return	30	0.55	16.50
12/12/2024	Prep	One hour of prep	1	85.00	85.00

SUBTOTAL	271.50
HST (NL) 2016 @ 15%	40.73
TOTAL	312.23
BALANCE DUE	\$312.23

TAX SUMMARY

	RATE	TAX	NET
HST (NL) 2016 @ 15%		40.73	271.50