



To: Nalcor Energy Contractors
From: Supply Chain
Subject: Nalcor Alcohol and Drug Program Requirements for Contractors

Substance abuse is a growing concern in our society and the impact on workplace safety and productivity is well documented.

To better manage alcohol- and drug-related challenges in our workplace, Nalcor introduced a comprehensive Alcohol and Drug Program in March 2015. A companion document outlining the requirements for contractors entitled "*Alcohol and Drug Program Requirements for Contractors*" can be found on our vendor website (<http://www.nalcorenergy.com/vendors.asp>). Please review this document in its entirety. We expect your company, employees, subcontractors, and agents to comply with these minimum requirements when engaged in Nalcor business, and at all times when on Nalcor premises and worksites, including when operating vehicles and equipment. Please note that it is **MANDATORY** for all contractors to sign and return the accompanying acknowledgment form which will be issued to the contractor along with the Intent to Award letter. The form must be completed by an individual authorized to sign on behalf of your company and must be received by Nalcor prior to finalization of the contract agreement. Please send the completed form to the Supply Chain Department, Nalcor Energy, Hydro Place at fax 709-737-1795, or email to tenders@nlh.nl.ca.

As testing is one requirement under the Nalcor Program, you are encouraged to implement your own Program and testing procedures. If you are requesting access to the Nalcor testing services pursuant to these requirements, please indicate on the acknowledgement form.

If you have questions regarding Nalcor's requirements in regard to this Program, please contact Tina Murphy, Program Administrator, Safety and Health Department, Nalcor Energy, at (709) 737-4985 or tinamurphy@nalcorenergy.com.



**NALCOR ENERGY - ALCOHOL AND DRUG PROGRAM
CONTRACTOR ACKNOWLEDGEMENT FORM**

I _____ (name), an authorized representative of _____
_____ (Company Name), hereby confirm receipt of the Nalcor Energy "Alcohol and Drug Program Requirements for Contractors" document. I acknowledge that I understand the Contractor responsibilities as outlined in this document and know that I am responsible to ensure that all individuals that I assign to work under my contract with Nalcor Energy fully meet the outlined requirements.

I understand that failure of a contract worker to abide by these provisions may result in his/her permanent removal from Nalcor work. Such an occurrence will also be considered a breach of my contract and may result in triggering penalty clauses, or suspension or termination of my contract.

Pursuant to the contract, the Contractor has agreed that its employees and other contract personnel will abide by, and be tested, pursuant to Nalcor's "Alcohol and Drug Program Requirements for Contractors", attached to the Contract or, if not attached, as otherwise delivered to the Contractor.

For the foregoing purposes, Nalcor has contracted testing services for its own employees. Contractors are expected to use their own testing services to comply with the Program. However, those who do not have a policy or program may utilize the testing services contracted by Nalcor for the testing of the Contractor's own employees, contract personnel, subcontractors or agents on the following terms and conditions:

1. Nalcor, at its election, may invoice the Contractor for use of the collection and Third Party Administrator (TPA) services and the Contractor shall pay such invoices within 30 days of the invoice date.
2. The Contractor agrees that Nalcor shall not be liable for any loss, costs, damages, or expenses which the Contractor may suffer, sustain, pay or incur as a result of or in connection with the Contractor's use of the collections and TPA's services.
3. The Contractor understands that by using Nalcor's service provider(s), test results for point of collection tests (POCT) and samples that go to the laboratory for analysis will be reported on a confidential basis by the TPA to the designated Nalcor Program Administrator and then provided to the Contractor.
4. The Contractor shall:
 - a. be liable to Nalcor for all loss, costs, damages and expenses which Nalcor may suffer, sustain, pay or incur, and;



- b. indemnify Nalcor against all actions, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by Nalcor or which the Company may sustain, pay or incur as a result of or in connection with the Contractor's use of the collection and TPA's services.
- 5. The Contractor further agrees not to make any claim or take any proceedings against any other person or corporation that might claim contribution or indemnity from Nalcor as a result of such use of the TPA services.
- 6. If at any time during the term of Contract, the Contractor requires the use of the TPA services for personnel not contemplated by this agreement, the Contractor will establish a separate arrangement with the Nalcor TPA or any other qualified TPA. Individuals not assigned to Nalcor work must be tested under the Contractor's own policy and testing program.

_____(Company Name) **DOES** require the use of Nalcor's testing services and acknowledge the above terms with respect to use of those services.

_____(Company Name) **DOES NOT** require the use of Nalcor's testing services and have contracted testing services to a Third Party Administrator for our employees and subcontractors through our own policy/program.

Yours truly,
Nalcor Energy
Per

Dina Murphy

To be completed by Contractor Representative:

Accepted and agreed to this _____ day of _____, 20____

Name (print): _____ Signature: _____

Position: _____