

SUPPLY AND INSTALLATION OF TURBINES AND GENERATORS CONTRACT

SCHEDULE 16

ABORIGINAL INCLUSION AND REPORTING REQUIREMENTS

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1 INTERPRETATION

1.1 Definitions

In this Schedule 16 [Aboriginal Inclusion and Reporting Requirements], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Aboriginal**” means Indian (as defined in the *Indian Act* (Canada)), Metis or Inuit;

“**Aboriginal Business**” means:

- (a) a sole proprietorship, wholly owned by an Aboriginal person;
- (b) a corporation with at least 51% of the equity, including common or voting shares, directly owned by one or more Aboriginal Businesses or Aboriginal persons;
- (c) a partnership or joint venture (between two or more Aboriginal Businesses or between one or more Aboriginal Business(es) and one or more non-Aboriginal Business(es)) with at least 51% of the ownership rights, including any voting rights, directly owned by one or more Aboriginal Businesses or Aboriginal persons; or
- (d) any other business with a substantial amount of ownership rights held by one or more Aboriginal Businesses or Aboriginal persons, as determined by BC Hydro, acting reasonably;

“**Aboriginal Inclusion Performance Report**” has the meaning set out in Section 2.3 of this Schedule 16 [Aboriginal Inclusion and Reporting Requirements];

“**Aboriginal Inclusion Plan**” has the meaning set out in Section 2.2 of this Schedule 16 [Aboriginal Inclusion and Reporting Requirements]; and

“**Local Aboriginal Groups**” include:

- (e) Blueberry River First Nations;
- (f) Doig River First Nation;
- (g) Halfway River First Nation;
- (h) McLeod Lake Indian Band;
- (i) Prophet River First Nation;
- (j) Saulteau First Nations; and
- (k) West Moberly First Nations.

2 COMMITMENTS

2.1 Commitments

The Contractor acknowledges that BC Hydro has commitments with respect to Aboriginal groups regarding business, employment and other opportunities relating to the Project, and that BC Hydro is looking to the Contractor to satisfy some of these commitments. Accordingly, the Contractor will use reasonable commercial efforts to achieve the following in the performance of the Work:

- (a) provision of business opportunities for Aboriginal Businesses;
- (b) provision of employment opportunities for Aboriginal persons; and
- (c) provision of training opportunities for Aboriginal persons.

2.2 Aboriginal Inclusion Plan

The Contractor will prepare and sign a written plan (the “**Aboriginal Inclusion Plan**”) that sets out the approach by which the commitments as described in Section 2.1 of this Schedule 16 [Aboriginal Inclusion and Reporting Requirements] for contracting of Aboriginal Businesses and the employment and training of Aboriginal persons can be achieved in the performance of the Work. The Aboriginal Inclusion Plan will, at a minimum:

- (a) identify specific scopes of the Work which the Contractor and BC Hydro agree have reasonable potential to provide contracting of Aboriginal Businesses and the employment and training of Aboriginal persons in the performance of the Work; and
- (b) identify targets (such as number of employees or dollar value of Work) for contracting with Aboriginal Businesses and employing and training targets for Aboriginal persons in the performance of the Work.

Prior to commencing any Work at the Site the Contractor will submit the Aboriginal Inclusion Plan to BC Hydro for Review.

The Contractor will update and sign the Aboriginal Inclusion Plan quarterly, after submission to BC Hydro for Review.

2.3 Reporting

The Contractor will prior to the 15th day of a calendar month prepare monthly a report (the “**Aboriginal Inclusion Performance Report**”) of the actual following amounts as of the end of the previous calendar month:

- (a) the number and value of contracts with Aboriginal Businesses relating to the performance of the Work that were awarded in the previous calendar month, and cumulative with respect to all Work performed to the end of the previous calendar month and, for each such contract:
 - (i) the type of contract (e.g., “dam site perimeter security”);
 - (ii) the company to which the contract was awarded;
 - (iii) the total value of the contract; and

- (iv) the amount paid on the contract, as supported by invoices, as of the end of the previous calendar month and cumulative with respect to all Work performed under the contract to the end of the previous calendar month;
- (b) the number of Aboriginal persons, and number of hours, employed in the performance of the Work in the previous calendar month, and cumulative with respect to all Work performed to the end of the previous calendar month; and
- (c) the number of Aboriginal persons, and number of hours, who have received training, and the type of training received in the previous calendar month, and cumulative with respect to all Work performed to the end of the previous calendar month,

together with variances from the targets as set out in the Aboriginal Inclusion Plan, as may be updated under Section 2.2 of this Schedule 16 [Aboriginal Inclusion and Reporting Requirements]. All information in the Aboriginal Inclusion Performance Report will be separated to identify the specific Aboriginal groups, including Local Aboriginal Groups, that have been involved in the reporting period.

Without limiting any other requirement of this Section 2.3, the Contractor will, in preparing its Aboriginal Inclusion Performance Report, use the electronic form provided by BC Hydro, or such other form as Hydro's Representative may from time to time require.

2.4 Contractor Briefings

No less than once every three months the Contractor's senior Site management and BC Hydro's senior Site management will meet to discuss ways for the Contractor to achieve the commitments as set out in Section 2.1 of this Schedule 16 [Aboriginal Inclusion and Reporting Requirements], which collaboration will at a minimum include:

- (a) a review of the existing skills and experience of identified Aboriginal Businesses who have expressed interest in contracting and Aboriginal persons who have expressed an interest in being employed in the performance of the Work or who potentially might be interested;
- (b) a review of the Contractor's Work plan for the next 12 months to identify potential and practical contracting of Aboriginal Businesses and the employment and training of Aboriginal persons;
- (c) a review and update of the Aboriginal Inclusion Plan as described in Section 2.2 of this Schedule 16 [Aboriginal Inclusion and Reporting Requirements]; and
- (d) a review of the Aboriginal Inclusion Performance Report.

The Contractor will, as may be requested by BC Hydro, participate in committees that include Aboriginal group representatives established to monitor opportunities for Aboriginal Businesses and Aboriginal persons in the performance of the Work. The Contractor will also, at the request of BC Hydro, participate in meetings and workshops with Aboriginal groups and Aboriginal Businesses, to exchange information related to opportunities for Aboriginal persons and Aboriginal Businesses in the performance of the Work.