

# Schedule H

## Purchaser's Forms

Prepared by: Vancouver Shipyards Co. Ltd.  
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**Approvals**

Role	Name	Designation	Signature	Date
Prepared	Clare Wells	Snr. Subcontracts Specialist and JSS Materials Lead		04 APR 2018
Reviewed	Francois Potgieter	Manager, Subcontracts		04 APR 2018
Approved	Ian Brennan	VP SCM and Contracts		04 APR 2018

**Revision Record**

Revision	Pages Affected	Description	Date
0	All	Initial Issue	04 APR 18
1	3	Added 'Notice of Exercise of Option'; renamed 'Change Request' to 'Purchaser's Change Request'; and added 'Non-Disclosure Agreement (Mutual)	18 APR 18
2	3	Sequence of documents changed: A to F and vice versa	

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### Purchaser's Forms

**H1.0 Purpose**

- Schedule H (Purchaser's Forms) contains the following forms used by the Purchaser's for administrating the Subcontract

Item	Title	Attachment	VSY Template #
1	Non-Disclosure Agreement (Mutual)	A	-
2	Notice of Exercise of Option	B	
3	Non-Conformance Report	C	-
4	Call-Off Instruction for Goods and/or Services	D	SOP-SCM-300-T-026
5	Purchaser's Change Request	E	SOP-SCM-300-T-025
6	Non-Disclosure Agreement – Sub-suppliers to Canada and the Purchaser	F	

## Attachment F to Schedule H (Purchaser's Forms)

### Non-Disclosure Agreement: Sub-suppliers to Canada and the Purchaser

To: Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services ("Canada")

and

Vancouver Shipyards Co. Ltd. ("VSY")

- 1 We, [\* insert full legal name of Supplier] a company incorporated under the laws of [\*insert jurisdiction of incorporation] (the "Company") recognize that in the course of or as a result of our work as a contractor or subcontractor for services in relation to the Joint Support Ship Project, we may be given access to confidential information belonging to ThyssenKrupp Marine Systems Canada Inc., VSY, Canada or to other identified third parties (including ThyssenKrupp Marine Systems GmbH ("TKMS")). In this Agreement, "confidential information" means any information in relation to the Joint Support Ship Project in any form, whether oral, hard copy or electronic, that is known to have or by its nature is likely to have financial value to the party disclosing it or to a third party, or any information that is known to be or by its nature is likely to be treated by the disclosing party as confidential information of itself or a third party that is disclosed to us during the performance of the contract or subcontract or as a result of it, and includes but is not limited to: any such documents, instructions, guidelines, data, drawings, specifications, materials, or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive.
- 2 We hereby agree and shall so instruct our employees that we shall not reproduce, duplicate, use, divulge, release or disclose, in whole or in part, in whatever way or form any confidential information or documentation to any person (other than to a person employed by VSY or Canada or to a person to whom disclosure has been expressly consented to by VSY or Canada) except on a need to know basis to employees within the Company and for the purpose of our contract, and hereby undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written instructions issued by Canada or VSY, to prevent the disclosure of or access to such information or documentation in contravention of this Agreement. Without limiting the generality of the foregoing, we understand and agree that information and documentation disclosed to us while performing work under the contract is not to be used for any purpose except to carry out the contract. For the purpose of this Non-Disclosure Agreement, embedded consultants who have been approved in writing by Canada and perform work for the Company under contracts of service are deemed to be employees of the Company, and the Company is responsible for them hereunder as if they were employees.
- 3 We shall not make use of any confidential information for any purpose other than the carrying out of our obligations under our contract, described above.
- 4 At the written request of Canada or VSY and at the expiry or termination of our contract, we will immediately deliver to VSY all hard copies of all confidential information that have come into our possession or have been made in the performance of the contract as well as every draft, working paper and note that contains any of the confidential information, and we will immediately delete all electronic records of any of those, except that we are under no obligation to delete back-up computer records provided that we make no attempt to retrieve such records.
- 5 Nothing in this Agreement shall be construed as preventing the disclosure or use of any confidential information to the extent that such information:
  - (a) is or becomes in the public domain through no fault of our own;
  - (b) is or becomes known to us from a source other than the other party to our contract or the party who disclosed it to us for purposes of the contract, except any source that is known to us to be under an obligation not to disclose the information; or
  - (c) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

- 6 The Company acknowledges that the confidential information is proprietary and confidential and that Canada, VSY or their subcontractors, as the case may be, would be irreparably damaged if any of the provisions contained in this Agreement are not performed by the Company in accordance with the terms set out and therefore the Company agrees that, in addition to monetary damages and without limiting any other rights or remedies that Canada, VSY or their subcontractors may have, Canada, VSY and their subcontractors will have the right to immediate injunction and specific performance or other available equitable relief in any court of competent jurisdiction, enjoining any such threatened or actual breach of this Agreement by the Company.
- 7 No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege, and the single or partial exercise of a right, power or privilege under this Agreement will not preclude any other or future exercise of that or any other right, power or privilege. Any amendment to this Agreement will be effective only if in writing signed by all the parties.

This Agreement must be interpreted and governed by the laws in force in British Columbia, Canada.

We agree that the terms of this Agreement shall survive the completion of the work under our contract or subcontract with VSY as the case may be.

[IF APPLICABLE INSERT THE FOLLOWING: This Non-Disclosure Agreement supersedes the Non-Disclosure and Confidentiality of Information Agreement signed on \_\_\_\_\_ for confidential information disclosed to us after the date hereof.]

IN WITNESS WHEREOF this Agreement has been duly signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by our officers duly authorized in this respect.

Company Name \_\_\_\_\_

Signature

\_\_\_\_\_

(I have authority to bind the corporation)

**Attachment E to Schedule H (Purchaser’s Forms)**

**PURCHASER’S CHANGE REQUEST**

Project: [*insert Project name]	Supplier’s Change Request #: [*insert #]
Name of Supplier: [*insert Supplier name]	Purchaser’s Request #: [*insert #]
Description of Equipment: [*insert description]	Purchaser’s SWBS #: [*insert #]
Agreement #: [*insert #]	Date: [*DD MMM YY]
Covering Purchase Order #: [*insert #]	
Change Order Request Requested by:	[*insert name]
Description of Change Order Request:	[*insert description]
<p><b>A. Scope of Work Required:</b></p> <p>Provide detailed description and attach back up documentation if required.</p>	
<p><b>B. Fees and Basis of Payment:</b></p> <p>Provide detailed cost analysis of the Price and Basis of Payment.</p>	
Total Variation of Subcontract Price or Payment Claims:	[*insert \$0.00]
<p><b>C. Schedule:</b></p> <p>The Work related to this potential change will have a schedule duration of [*insert days] calendar days with a start date [*DD MMM YY] and a finish date [*DD MMM YY]. This will impact the Suppliers overall Schedule as follows: [*insert description].</p>	
Variation to Delivery Dates of the Deliverables:	
<p><b>D. Terms and Conditions:</b></p> <p>Provide description of changes and include detailed references to the Subcontract.</p>	
<p><b>E. Other Changes:</b></p> <p>Provide description of any other changes.</p>	
<p><b>F. Attachments:</b></p> <p>a) ...</p>	

[Signature page follows]

For and on behalf of:

Vancouver Shipyards Co. Ltd.

For and on behalf of:

[\*insert Suppliers full legal name]

Signature: \_\_\_\_\_

Print name: [\*Subcontracting Authorities name]

Title: Subcontracting Authority

Date: [\*DD MMM YY]

Signature: \_\_\_\_\_

I warrant that I have authority to bind the company.

Print name: [\*insert Suppliers Representatives name]

Title: [\*insert title]

Date: [\*DD MMM YY]

**Attachment D to Schedule H (Purchaser's Forms)**  
**Call-Off Instruction (Goods and Services)**

Project: [*insert Project name]	Call-Off Instruction No: [*insert #]
Name of Supplier: [*insert Supplier name]	Date: [*insert DD MMM YY]
Subcontract No: [*insert #]	
<p>The Purchaser hereby provides the Supplier with a Call-Off Instruction in accordance to the Subcontract for the following:</p> <p>[*insert description]</p>	

Please confirm receipt of this Notice by signing and returning a duplicate copy to the Subcontracting Authority by e-mail to [\*insert e-mail for Subcontracting Authority].

**VANCOUVER SHIPYARDS CO. LTD.**

Per: \_\_\_\_\_  
 Subcontracting Authority

Name: \_\_\_\_\_

Per: \_\_\_\_\_  
 Project Delivery Director

Name: \_\_\_\_\_

<p>Receipt acknowledged on behalf of the Supplier this _____ day of _____, 20_____.</p> <p>_____</p> <p>Representative of the Supplier</p> <p>Name: _____</p>
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**Attachment B to Schedule H (Purchaser's Forms)**

**Notice of Exercise of Option**

<b>Supplier:</b>  [*Full Legal Name]  Attn: [*Name of Representative of Supplier]  [*Address / E-mail address (see Article 1.1)]	<b>Subcontract Number:</b> [*insert Subcontract No]
	<b>Subcontract Date:</b> [*insert Contract Award date]
	<b>Project:</b> [*insert JSS or OOSV]
	<b>Option Number:</b> [*insert Option # from Article 4.1]
	<b>Option Name:</b> [*insert Option name from Article 4.1]
	<b>Option Price (excl. Applicable Taxes):</b> [*CAD \$]
	<b>Option Exercise Date:</b> [*DDMMYY]

This Notice of Exercise of Option (the **Notice**) is being given by Vancouver Shipyards Co. Ltd. (the **Purchaser**) to the Supplier pursuant to the terms of the subcontract described above between the Purchaser and the Supplier (the **Subcontract**).

The Purchaser hereby exercises the Option indicated above, pursuant to Article 4.0 of the Articles of Agreement of the Subcontract.

If there is any conflict or inconsistency between this Notice and the terms of the Subcontract, the Subcontract will prevail. Any capitalized words that are not otherwise defined in this Notice will, unless the context otherwise requires, have the meanings given to them in the Subcontract.

Please confirm receipt of this Notice by signing and returning a duplicate copy to the Subcontracting Authority by e-mail to [\*insert e-mail for Subcontracting Authority].

**VANCOUVER SHIPYARDS CO. LTD.**

Per: \_\_\_\_\_  
 Subcontracting Authority

Name: \_\_\_\_\_

Per: \_\_\_\_\_  
 Project Delivery Director

Name: \_\_\_\_\_

Receipt acknowledged on behalf of the Supplier this _____ day of _____, 20_____.  _____ Representative of the Supplier  Name: _____
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Initials 

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## Attachment C to Schedule H (Purchaser's Forms) Non-Conformance Report

Non-Conformances are raised for issues with Goods and Services and are used to assist both the Purchaser and the Supplier to address and prevent reoccurrences. The Purchaser will complete sections 1 and 2 and the Supplier sections 3, 4 and 5 and return to the email address stated below.

If anyone have questions relating to the completion of this form please contact the Subcontracting Authority for assistance.

<b>Section 1:</b> (to be completed by the Purchaser)					
<b>Seaspan NCR #:</b>	[*insert #]	<b>Date Raised:</b>	[*insert DD MMM YY]	<b>Date Received:</b>	[*insert DD MMM YY]
<b>Completed by:</b>	[*insert name]	<b>Title/Position:</b>	[*insert title]		
<b>Company name:</b>	[*insert full legal name]				
<b>Contact details:</b>	[*insert details]				

<b>Section 2:</b> (to be completed by the Purchaser)
<b>Description of the problem:</b>
[*insert description]

### SUPPLIERS RESPONSE

<b>Supplier Reference #:</b>	[*insert ref #]
(to be completed by Supplier, if applicable. Reference Number will be Suppliers internal tracking number for non-conformances)	

<b>Section 3:</b> (to be completed by the Supplier)	
<b>Actions taken to resolve the identified problem above:</b>	
[*insert actions]	
<b>Date Completed:</b>	[*DDMMYY]



<b>Section 4:</b> (to be completed by the Supplier)	
<b>Root Cause: Why did the problem (Section 2) occur? (Ask why until the root cause is defined)</b>	
*insert root cause	
<b>Section 5:</b>	
<b>Corrective Action(s) put in place to avoid reoccurrence:</b>	
*insert corrective actions	
<b>Signature:</b>	
<b>Print Name:</b>	*insert corrective actions
<b>Date Replied:</b>	* DD MMM YY

