

**INDEMNITY AGREEMENT
PURSUANT TO SECTION 31 OF THE
NUCLEAR LIABILITY AND COMPENSATION ACT**

THIS AGREEMENT is dated as of ●, 2016 (the “**Effective Date**”).

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA**, represented by the Minister of Natural
Resources Canada,

(the “**Minister**”)

- and -

●, a corporation incorporated under the laws of ●

(the “**Operator**”)

RECITALS:

- A.** All defined terms used herein shall have the meanings ascribed to them under Article 1.1 hereof.
- B.** Pursuant to section 7 of the *Nuclear Liability and Compensation Act* (the “**Act**”), [insert name of site or means of transport] has been designated as a nuclear installation (“**Nuclear Installation**”).
- C.** Pursuant to section 31(1) and 31(2) of the Act, the Minister may enter into an indemnity agreement with an operator under which Her Majesty in Right of Canada indemnifies Operator for, any risks that, in the Minister’s opinion, would not be assumed by an Approved Insurer with respect to a Nuclear Incident and including, if applicable, the difference between the Operator’s Liability for a Nuclear Incident and the liability limit in section 24(1) of the Act.
- D.** The Minister and the Operator have agreed to enter into this agreement with respect to the Nuclear Installation as provided for herein (the “**Indemnity Agreement**”).

THEREFORE, the Minister and Operator agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Indemnity Agreement, the following terms have the following meanings:

- 1.1.1 “**Act**” has the meaning ascribed to it in the recitals.
- 1.1.2 “**Alternate Financial Security**” means a form of financial security authorized by the Minister that is not Financial Security.
- 1.1.3 “**Annual Fee**” means the fee established by the Minister pursuant to section 31(1) of the Act on an annual basis or from time to time during the term of this Indemnity Agreement.
- 1.1.4 “**Approved Insurer**” has the meaning ascribed to it in the Act.
- 1.1.5 “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario.
- 1.1.6 “**Claims Administrator**” means the party or parties retained to assess claims and calculate the Indemnified Amount under this Indemnity Agreement.
- 1.1.7 “**Claims Expenses**” means any and all expenses relating to the costs of administering claims, court costs, legal fees and interest on compensation incurred in connection with a Nuclear Incident, including those payable to the Claims Administrator. For greater certainty, Claims Expenses does not include the remuneration and expenses contemplated in subsection 43(3), section 46 or section 47 of the Act.
- 1.1.8 “**Communication**” means any notice, demand, request, consent, approval or other communication which is required or permitted by this Indemnity Agreement to be given or made by a Party.
- 1.1.9 “**Compensable Damage**” means, subject to section 35 of the Act, any amount which Operator is liable to pay under sections 14 to 22 of the Act, but does not include Claims Expenses.
- 1.1.10 “**Dispute**” means any disputes, disagreements, controversies, questions, litigation, arbitration or claims arising out of or relating to the Indemnity Agreement, including an assessment or calculation of Compensable Damages or the Indemnified Amount.
- 1.1.11 “**Effective Date**” has the meaning ascribed to it on the first page of this Indemnity Agreement.

- 1.1.12 “**Financial Security**” means one or more insurance policies approved by the Minister, and the declaration page and any endorsements, maintained by Operator pursuant to section 27(1) of the Act.
- 1.1.13 “**Governmental Authority**” means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, government or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration or authority exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature as well as any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- 1.1.14 “**Guidelines**” means the claims administration guidelines in Schedule “A”, as such may be amended from time to time.
- 1.1.15 “**Indemnified Amount**” means Compensable Damages caused by one or more Nuclear Incidents that arise from Uninsurable Risks to a maximum of the liability established pursuant to section 24(1) of the Act at the time of the Nuclear Incident, less the amount payable under the Financial Security, and if applicable, the Alternate Financial Security, of the Operator.
- 1.1.16 “**Indemnity Agreement**” has the meaning ascribed to it in the recitals.
- 1.1.17 “**Interim Financial Assistance**” means interim financial assistance as contemplated by section 39 of the Act.
- 1.1.18 “**Laws**” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any Governmental Authority, and the term “applicable” with respect to Laws and in a context that refers to one or more Persons, means that the Laws apply to the Person or Persons, or its or their business, undertaking, property or securities, and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities.
- 1.1.19 “**Minister**” has the meaning ascribed to it on the first page of this Indemnity Agreement.
- 1.1.20 “**Nuclear Installation**” has the meaning ascribed to it in the recitals.
- 1.1.21 “**Nuclear Incident**” means an occurrence in Canada or its exclusive economic zone or a series of occurrences having the same origin in Canada or its exclusive economic zone that causes damage for which the Operator is liable under the Act.
- 1.1.22 “**Operator**” has the meaning ascribed to it on the first page of this Indemnity Agreement.

1.1.23 “**Operator’s Liability**” means the liability for damage established under section 24(1) or 24(2)(b) of the Act, as applicable, at the time of the Nuclear Incident.

1.1.24 “**Parties**” means the Minister and Operator.

1.1.25 “**Permits**” means the authorizations, registrations, permits, certificates of approval, approvals, grants, licences, quotas, consents, commitments, rights or privileges (other than those relating to the intellectual property) issued or granted by any Governmental Authority to Operator.

1.1.26 “**Person**” will be broadly interpreted and includes:

- (a) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;
- (b) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and
- (c) a Governmental Authority.

1.1.27 “**Public Funds**” has the meaning given to it in the Act.

1.1.28 “**Termination Date**” has the meaning ascribed to it in Article 6.1.

1.1.29 “**Tribunal**” has the meaning ascribed to it in the Act.

1.1.30 “**Uninsurable Risks**” means Compensable Damages for risks that, in the Minister’s opinion, would not be assumed by an Approved Insurer, and includes, if applicable, those Compensable Damages that exceed the Operator’s Liability as a result of a regulation made under paragraph 24(2)(b) of the Act.

1.2 Certain Rules of Interpretation

- 1.2.1 In this Indemnity Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word “including” in this Indemnity Agreement is to be construed as meaning “including, without limitation”.
- 1.2.2 The division of this Indemnity Agreement into Articles and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 1.2.3 Unless otherwise specified, any reference in this Indemnity Agreement to any statute includes all regulations made under or in connection with that statute from time to time,

and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

- 1.2.4 Unless otherwise specified, references to Articles and Schedules refer to those of this Indemnity Agreement.
- 1.2.5 This Indemnity Agreement shall not be interpreted in a manner that is inconsistent with the legislative intent of the Act. In the event of a conflict between the Act and this Indemnity Agreement, the terms of the Act shall prevail.

1.3 Entire Agreement

This Indemnity Agreement, including all Schedules, constitutes the entire agreement between the Parties pertaining to the subject matter of this Indemnity Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Indemnity Agreement except as specifically set out in this Indemnity Agreement.

1.4 Governing Law

This Indemnity Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable therein.

1.5 Responsible Officials Acting on Minister's Behalf

Where under this Indemnity Agreement any opinion or approval is to be given, any determination made or act done by the Minister, it is understood and agreed that such opinion, approval, determination or act, as the case may be, may, for the purposes of this Indemnity Agreement, be given, made or done on the Minister's behalf by any responsible official of the Minister's Department, acting on the Minister's behalf.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1 Operator acknowledges that in entering into this Agreement, the Minister is relying on the representations, warranties and covenants of the Operator contained in this Article 2.
- 2.2 Operator is operating the Nuclear Installation in material compliance with the *Nuclear Safety and Control Act*, S.C. 1997, c. 9, and all other applicable Laws and will continue to do so during the term of this Indemnity Agreement, provided that if Operator is not in material compliance with the *Nuclear Safety and Control Act*, S.C. 1997, c. 9 or any such other applicable Laws, the Operator will notify the Minister and make reasonable efforts to materially comply with such Laws, as soon as reasonably possible.
- 2.3 Operator holds all material Permits required in all jurisdictions in which it operates to enable it to carry on its business as a nuclear operator and will continue to do so during the term of this Agreement. If Operator fails to maintain a material Permit, it shall notify

the Minister and make reasonable efforts to renew or obtain such material Permit, as soon as is reasonably possible. All Permits required to be held by Operator are valid, subsisting, in full force and effect and Operator is not in material default or breach of any Permit.

- 2.4 Operator has obtained and will continue to maintain throughout the term of this Indemnity Agreement, Financial Security and, if applicable, Alternate Financial Security, in accordance with s. 27(1) of the Act.

Operator agrees that if it becomes aware that the Financial Security or Alternate Financial Security may, will or has become unavailable during the term of this Indemnity Agreement, Operator shall notify the Minister and forthwith exercise due diligence to comply with section 27(1) of the Act.

ARTICLE 3 INDEMNITY

- 3.1 The Minister shall indemnify the Operator for the Indemnified Amount. For greater certainty, the Minister shall indemnify the Operator for the Indemnified Amount for each Nuclear Incident.
- 3.2 If Operator becomes aware of any claim, proceeding or other matter that may give rise to a claim for an Indemnified Amount under this Indemnity Agreement, Operator shall forthwith give written notice of such claim to the Minister in accordance with Article 8.2 of this Indemnity Agreement.
- 3.3 The Indemnified Amount will only become due and owing after the amount payable has been finally assessed and calculated by the Claims Administrator in accordance with Article 4 of this Indemnity Agreement and the Guidelines, or by the Tribunal where the Governor in Council has made a declaration pursuant to section 36(1) of the Act.
- 3.4 The Indemnified Amount will be paid in Canadian dollars.

ARTICLE 4 CLAIMS PROCEDURE

- 4.1 The Minister shall have the right, but not the obligation, to appoint a Claims Administrator. The Minister shall cause any Claims Administrator it appoints to assess claims for Compensable Damages and calculate the Indemnified Amount in accordance with the Guidelines.
- 4.2 The Operator acknowledges and agrees that a Claims Administrator appointed by the Minister will incur Claims Expenses. The Operator further acknowledges and agrees that the Minister will incur Claims Expenses arising out of and in connection with the appointment of a Claims Administrator.
- 4.3 Where the Minister elects not to appoint a Claims Administrator pursuant to Article 4.1,

the Minister will provide written notice of such election to the Operator forthwith.

- 4.4 In the event the Minister provides notice to the Operator pursuant to Article 4.3, the Operator shall ensure that a Claims Administrator is appointed and shall cause that Claims Administrator to assess claims for Compensable Damages and calculate the Indemnified Amount in accordance with the Guidelines.
- 4.5 Where the Minister is of the opinion that a Claims Administrator appointed by Operator is not assessing claims for Compensable Damages and calculating the Indemnified Amount in accordance with the Guidelines, the Minister reserves the right to cease making any payments for Indemnified Amounts under Article 3 until such time as the Minister is able to appoint its own Claims Administrator to verify the Indemnified Amounts.
- 4.6 The Indemnified Amount will only become due and owing after it has been finally assessed and calculated by the Claims Administrator and where the Operator has confirmed to the Claims Administrator that such Indemnified Amount or any part thereof has not been paid and is not payable by any Approved Insurer, provider of Alternate Financial Security, or by the Tribunal where the Governor in Council has made a declaration pursuant to section 36(1) of the Act.
- 4.7 Indemnified Amounts will be assessed and calculated by a Claims Administrator and in accordance with this Article 4 until such time as the Governor in Council declares that claims for Compensable Damages are to be dealt with by the Tribunal pursuant to section 36(1) of the Act, and after such time as the Tribunal is dissolved.
- 4.8 Subject to Article 7.3, Operator will not negotiate, settle, compromise or pay any claim for Compensable Damages, in whole or in part, for which it may seek payment hereunder as an Indemnified Amount, without the written consent of the Minister's Claims Administrator, if applicable.

ARTICLE 5 **PAYMENT**

- 5.1 Pursuant to section 31(3) of the Act, Minister will charge Operator an Annual Fee.
- 5.2 The Minister may review and adjust the Annual Fee as necessary and in accordance with Article 5.3 of this Indemnity Agreement. The Minister will provide Operator with sixty (60) days written notice of any increase or decrease in the Annual Fee.
- 5.3 The amount of the Annual Fee will take into account all factors that the Minister may consider relevant, including (i) the Operator's Liability, (ii) such factors that a risk analyst would be reasonably expected to consider, including the assessment of the frequency, probability, characterization, magnitude and impact of a Nuclear Incident at the Operator's Nuclear Installation and during transport of nuclear material by the Operator; and (iii) the extent to which the Operator is self-insuring Uninsurable Risks.

- 5.4 In the event the Operator disagrees with the amount of the Annual Fee and the Parties have not resolved the matter within thirty (30) days from the date upon which the Operator first communicates its disagreement to the Minister, such Dispute shall be referred to a mediator in accordance with Articles 7.5 through 7.11 for a final and binding mediation. For greater certainty, Articles 7.1, 7.2, 7.3, 7.4 and 7.12 do not apply to Disputes arising of the Annual Fee.
- 5.5 Operator shall pay the Annual Fee to the Minister within forty five (45) days of the date the invoice is issued to the Operator or, if applicable, within thirty (30) days of the date that the mediator issues its final decision pursuant to Article 5.4.
- 5.6 The Minister shall credit the Annual Fee paid by Operator pursuant to this Article 5 into the Nuclear Liability Account, pursuant to section 32(1)(a) of the Act.
- 5.7 Operator shall reimburse the Minister and any Claims Administrator appointed by the Minister for Claims Expenses incurred in connection with this Indemnity Agreement, including the assessment and calculation of the Indemnified Amount, and for greater certainty under Articles 4.2 and 4.5, within forty five (45) days of the date of an invoice.
- 5.8 The Operator acknowledges and agrees that a failure to pay any amount due and owing to the Minister or the Minister's Claims Administrator, if applicable, under Articles 5.4 and 5.6 constitutes a breach of this Indemnity Agreement. If any outstanding amount is not paid within ninety (90) days of the Minister providing written notice to the Operator that it is in default hereunder, the Minister may, effective immediately, terminate this Indemnity Agreement.

ARTICLE 6 **TERM AND TERMINATION**

- 6.1 Subject to Article 5.8 herein, this Indemnity Agreement will commence on the Effective Date and continue until such time as the Operator is no longer obligated to comply with section 27(1) of the Act and any outstanding Indemnified Amounts with respect to one or more Nuclear Incidents have been paid (the "**Termination Date**").
- 6.2 The Minister will deliver notice to the Operator to confirm the Termination Date.
- 6.3 Article 1.4, Article 5, Article 7 and Article 8 shall survive termination of this Indemnity Agreement until such time as all amounts owing under sections 5.1 and 5.2 have been paid and all Disputes have been finally resolved.

ARTICLE 7 **MEDIATION**

- 7.1 In the event of a Dispute the Parties shall consult with a view to settling any Dispute by negotiation or other amicable means.

- 7.2 Each Party shall articulate the grounds of its complaint or defence in writing to the other to provide them with a reasonable opportunity to resolve the Dispute.
- 7.3 Where a Dispute is not settled within sixty (60) days from the date upon which the grounds of complaint are provided in writing, Operator may, despite Article 4.8, settle a claim for Compensable Damages in respect of Uninsurable Risks without prejudice to the rights of the Minister under this Article 7 and, the Parties shall meet in person in order to attempt an amicable settlement.
- 7.4 Where a Dispute is not settled within thirty (30) days from the date upon which the Minister and Operator met under Article 7.3 herein, either the Minister or Operator will have the opportunity, by delivering a written notice to the other Party, to require that the Dispute be mediated subject to the following terms and conditions.
- 7.5 For certainty, all Disputes referred to mediation will be determined by a sole mediator (the “mediator”) according to the terms of the *Commercial Mediation Act*, 2010, S.O. 2010, c. 16, Sch. 3.
- 7.6 The mediator will be any person on whom the Minister and Operator can mutually agree who has been called to the bar in a Canadian province or territory. The process for the selection of the mediator will be as follows:
 - (a) the Minister and Operator will submit the name of an individual to act as mediator. A single individual will be unanimously chosen by the Parties from the names submitted; and
 - (b) if the Minister and Operator are unable to agree on the mediator within thirty (30) days after the date of issue of the notice, each Party will submit the name of a proposed mediator who meets the criteria set out in this Article 7.6, and the mediator will then be selected at random from among the proposed mediators.
- 7.7 The mediation will be held at a location in the City of Ottawa, Ontario agreed to by the Parties, or failing agreement, at the location in the City of Ottawa, Ontario as selected by the mediator, except that the mediation will not be held at the business premises of the Minister, Operator or their legal counsel.
- 7.8 Not more than ten (10) days after the date of the formal appointment of the mediator, the Minister and Operator will submit to the mediator and to each other, without prejudice, a written mediation brief setting out its positions and perspectives concerning the Dispute.
- 7.9 The mediation will be attended by the Minister and Operator or, representatives of each with full authority to settle the Dispute and who will participate in the mediation in good faith and will make their best efforts at resolution. The Minister and Operator shall be entitled to bring legal counsel to any mediation meeting or session held by the mediator.
- 7.10 The fees and expenses of the mediation will be borne and paid by the Minister and Operator in equal shares. Any out-of-pocket costs or expenses incurred by a Party in connection with the mediation will be paid by the Party incurring those costs or expenses.

- 7.11 The mediation will, in all respects, be kept confidential and will be strictly without prejudice. The fact that the Minister and Operator have agreed to proceed to mediation will itself be confidential. All information provided, documents disclosed or statements made in the course of those negotiations and settlement efforts, including without limitation, any admission, view, suggestion, notice, response, discussion, position or settlement proposal, will be held in strictest confidence among the Parties and, unless otherwise discoverable, will not be subject to disclosure through discovery or any other process, and will not be relied upon by the Minister and Operator and will not be admissible into evidence for any purpose, including impeaching credibility, in any subsequent proceeding except as required by Law, or to enforce any settlement agreement reached between the Minister and Operator.
- 7.12 If the Dispute cannot be resolved by the mediator, the Minister and Operator will be entitled to commence judicial proceedings in the Province of Ontario.

ARTICLE 8 **GENERAL**

8.1 Language of the Agreement

The Parties have expressly required that this Indemnity Agreement, any communication and all other contracts, documents and notices relating to this Agreement be drafted in the English language. Les Parties ont expressément exigé que le présent Accord d'indemnisation, la communication et tous les autres contrats, documents et avis qui y sont afférents soient rédigés dans la langue anglaise.

8.2 Notices

Any Communication must be in writing and either:

- (a) personally delivered;
- (b) sent by prepaid registered mail; or
- (c) sent by facsimile, e-mail or functionally equivalent electronic means of communication, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as follows:

to the Minister at:

- [NRCan to provide]

Attention: ●

Facsimile No.: ●

Email: ●

to Operator at:

●
Attention:
●
Facsimile No.:
●
Email

or at any other address as any Party may from time to time advise the other by Communication given in accordance with this Article 8.2. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given and received on the next Business Day. Any Communication transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted [(but if the Communication is transmitted on a day which is not a Business Day or after 3:00 p.m. (local time of the recipient)], the Communication will be deemed to have been received on the next Business Day. Any Communication given by registered mail will be deemed to have been received on the fifth Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Communication must be effected by personal delivery or by facsimile or functionally equivalent electronic transmission.

8.3 Severability

Each provision of this Indemnity Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

8.4 Submission to Jurisdiction

Each of the Parties irrevocably submits and attorns to the exclusive jurisdiction of the courts of Ontario to determine all issues, whether at law or in equity arising from this Agreement. To the extent permitted by applicable law, each of the Parties irrevocably waives any objection (including any claim of inconvenient forum) to the venue of any legal proceeding arising out of or relating to this Indemnity Agreement in the courts of that Province, or that the subject matter of this Indemnity Agreement may not be enforced in those courts, and irrevocably agrees not to seek, and hereby waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Article 8.4, of the substantive merits of any such suit, action or proceeding. To the extent a Party has or hereafter may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

8.5 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Indemnity Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise, or delay in exercising, any provision of this Indemnity Agreement constitutes a waiver of any other provision, whether or not similar, nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

8.6 Further Assurances

Each Party will execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other Party to give effect to this Indemnity Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required from time to time by any Governmental Authority.

8.7 Assignment and Enurement

Neither this Indemnity Agreement nor any right or obligation under this Indemnity Agreement may be assigned by either Party without the prior consent of the other Party. This Indemnity Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

8.8 Counterparts and Electronic Delivery

This Indemnity Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

8.9 No *Contra Proferentem*

This Indemnity Agreement has been reviewed by each Party's professional advisors, and revised during the course of negotiations between the Parties. Each Party acknowledges that this Indemnity Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, that provision should not be interpreted in favour of either one of them.

Each of the Parties has executed and delivered this Indemnity Agreement, as of the date noted at the beginning of the Agreement.

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA, BY THE MINISTER OF NATURAL
RESOURCES CANADA**

By: _____

Name: ●

Title: ●

[● INSERT NAME OF OPERATOR]

By: _____

Name: ●

Title: ●

By: _____

Name: ●

Title: ●

SCHEDULE “A”

CLAIMS ADMINISTRATION GUIDELINES

The Claims Administrator appointed by the Minister – or the Claims Administrator appointed by the Operator in the case where the Minister elects not to appoint a Claims Administrator – will assess claims for Compensable Damages and calculate the Indemnified Amount in accordance with the Guidelines.

The Guidelines are intended as guidance only, and may be amended from time to time to provide greater direction on the assessment of claims for Compensable Damages and the calculation of the Indemnified Amount.

The Minister may, in consultation with the Operator, cause to develop a Claims Handling Protocol that would supersede the Guidelines.

The Claims Administrator will, as expeditiously as the circumstances permit, and in accordance with these Guidelines, investigate and defend or settle all claims arising under an Indemnity Agreement between the Government of Canada and an operator of a nuclear installation pursuant to the *Nuclear Liability and Compensation Act* (Act).

A claim presented to the Claims Administrator must indicate the nature of the injury or damage, and the amount of compensation sought.

The claim must demonstrate that the injury or damage suffered arose from the nuclear incident.

If the claim falls under the Indemnified Amount, the Claims Administrator will examine and adjust the claim as expeditiously as the circumstances and considerations of fairness permit.

Where the claim relates to bodily injury, the Claims Administrator will use a universally accepted scientific methodology, such as the Probability of Causation, for assessing claims that:

- result from one or more emissions of a quantity of a radioactive nuclear substance that, in aggregate, increase a person’s Effective Dose of radiation by less than 1 millisievert per year in excess of background radiation; or
- are discovered and for which written claim is made later than ten years but less than thirty years after the nuclear incident occurs.

Pursuant to the Act, the operator is liable for the costs of administrating claims. For investigating, defending and settling claims involving an Indemnity Agreement, the Claims Administrator shall be entitled, upon submission of vouchers in an acceptable form to the operator, to compensation for the costs of administrating claims.