



PORCUPINE GOLD MINES

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And

**CONTRACTOR**

**RE:**

**Starting date:**

**End date:**

**CONTRACT DOCUMENTS**



## TECHNICAL SERVICES AGREEMENT

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## TECHNICAL SERVICES AGREEMENT

**THIS TECHNICAL SERVICES AGREEMENT** (the "Agreement") is entered into this [REDACTED] day of 20[REDACTED] between Porcupine Gold Mines (the "Mining Company") and [REDACTED] (the "Contractor"). The Mining Company and the Contractor are referred to in this Agreement individually as a "Party" and collectively as the "Parties."

### WHEREAS:

The Contractor is in the business of providing technical services.

The Mining Company desires to have the Contractor provide technical services with respect to the \_\_\_\_\_ Project (the "Project").

The Contractor desires to provide the Services to the Mining Company.

**NOW THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows.

### 1. **Services.**

The Contractor will provide the services described on Schedule 1 to this Agreement (the "Services") in conformity in all respects with the provisions of the Agreement and will perform, fulfill, comply with, submit to and observe all and singular the provisions, conditions, stipulations, and requirements and all matters and things expressed in the Agreement and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Contractor. The Contractor agrees that the Services are provided as services for hire and that all work product generated in the performance of the Services shall be the property of the Mining Company.

In consideration for the Services, the Mining Company will make payments to the Contractor in accordance with the provisions of this Agreement and perform, fulfill, comply with, submit to and observe all and singular the provisions, conditions, stipulations and requirements and all matters and things expressed in the Agreement and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Mining Company.

**As a result of changes to the mining regulation, all mobile equipment, including light vehicles, portable welders, lighting plants, mini excavator etc. must be locked out and tagged by all personnel performing repair work on this equipment. Also all rental or leased equipment coming on to the PGM property will have to be equipped with a lockable master switch.**

The Ministry of Labour requires a notice of construction for any construction project with a value greater than \$50,000. The **CONTRACTOR OR SUBCONTRACTOR** must submit a copy of the Ministry of Labour Notice of Construction Project Form to Goldcorp prior to any work commencing.



**Non-Conforming Services.** In the event the Mining Company's rejects non-conforming Services, the Contractor shall have reasonable time to correct the non-conformance, provided that any resulting delay in its receipt of conforming Services is not likely to impede the Mining Company's operations, as determined by the Mining Company, in its sole discretion, of which the Mining Company shall give the Contractor notice. Should the Contractor fail to correct the non-conformance within a reasonable time, which in any event shall not exceed thirty (30) days or such shorter period specified by the Mining Company as will not impede its operations, in

additional to all other rights and remedies available to the Mining Company may recover the reasonable costs incurred by the Mining Company in correcting the non-conforming Services.

**Security of Performance.** Any element of time stipulated in this Agreement is of the essence. The Mining Company may, at any time, request written assurance that the Contractor will in good faith attempt to complete its performance on time. If the Contractor fails to give the Mining Company adequate assurance of performance after written demand therefore where reasonable grounds for the Mining Company's insecurity exist, then the Mining Company shall be entitled to terminate this Agreement as to Services not substantially completed at the time of such termination, without further liability to the Contractor. In that event, the Mining Company may procure elsewhere Services which are a reasonable substitute for the Services not substantially completed, and the Contractor shall be liable for the difference between the cost of such substitute Services and the price set forth in this Agreement for the Services involved.

**Use of Aircraft.** The Mining Company, in its sole discretion, may permit, but shall not have any obligation to do so unless otherwise agreed upon, the Contractor to transport its Personnel and/or the Services on aircraft or helicopters:

- (a) owned and/or operated by Mining Company; or
  - (b) chartered by Mining Company from third parties
- (collectively, "Air Transportation").
- (c) The Mining Company's offer of Air Transportation to the Contractor and the Contractor's or its Personnel's use of Air Transportation shall be:
    - (i) on a space available basis;
    - (ii) without charge to Contractor or its Personnel;
    - (iii) solely for the convenience of the Contractor or its Personnel in furtherance and in fulfillment of the Contractor's obligations under this Agreement; and
    - (iv) subject to the Contractor's and its Personnel's agreement, which is hereby granted, that Mining Company shall not have any liability to the

Contractor or its Personnel, however arising, whether in tort, contract or otherwise, as a result of or arising out of or in connection with the transportation of the Contractor's Personnel and/or Services utilizing the Air Transportation.

**Compliance with Law.** In the performance of its obligations under this Agreement, the Contractor shall comply with all applicable Laws. In addition, the Contractor and its Personnel shall comply with the Mining Company's policies and guidelines, including, but not limited to the following:

**Goldcorp Health & Safety System** - The Health & Safety System Manual summarizes and explains the Health and Safety System in place at the Site. The Contractor shall familiarize all of its Personnel who will enter the Site with the Health & Safety System Manual and such Personnel also shall follow the Mining Company's safety practices, rules and policies as applicable to their work.

**Goldcorp Code of Code of Business Conduct and Ethics** - Goldcorp has established a Code of Business Conduct and Ethics intended to document the principles of conduct and ethics to be followed by Goldcorp Inc., its employees, officers and directors. The Code is available at the following website [http://www.goldcorp.com/resources/corporate\\_governance/code\\_of\\_ethics\\_and\\_conduct.pdf](http://www.goldcorp.com/resources/corporate_governance/code_of_ethics_and_conduct.pdf). The Contractor shall familiarize all of its Personnel with the Code of Business Conduct and Ethics and ensure their compliance.

**Drug Testing** – The Site is a drug and alcohol free work place and the Contractor is responsible to ensure all of its Personnel are aware of this prior to entering the Site and adhere to the policy. The Mining Company has developed a Workplace Drug and Alcohol Policy and Program. Intoxication while working, or illegal activities performed by the Contractor or its Personnel while present on the Site, is grounds for immediate termination.

**Firearms and Hunting** – Firearms and hunting are prohibited on the Site and on the Site access roads. Non-compliance with these prohibitions is grounds for immediate termination.

**Precious Metals Policy** – The Mining Company has a strict Precious Metals Policy at its Site. The Contractor and its Personnel who will enter the Site will be required to follow this policy, which includes searches as described below.

Everyone exiting the Site gatehouse will depress the large red button on the search selector, which is located on the counter in the gatehouse. Should the selector light indicate green, the subject will be allowed to exit, however all hand-carried objects are subject to a hand search by a security guard. Should the search selector indicate a tone and be red in colour, then this person will be subject to a wand metal detector search of his/her person and physical search of all personal items, (e.g., bags, jacket, lunch pail).

**Infringement.** The Contractor shall, at its own expense, hold harmless and defend the Mining Company against any claim, suit or proceeding brought against the Mining Company which is based upon a claim, whether rightful or otherwise, that the Services or any part thereof furnished under this Agreement constitutes an infringement of any patent, trademark or other intellectual property rights, and the Contractor shall pay all damages and costs awarded against the Mining Company. In case any Services, or any part thereof, is in such suit held to constitute infringement and the use of such Services or part is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Mining Company the

right to continue using such Services or part thereof; or modify the Services or part thereof so it becomes non-infringing.

**Indemnities and Limitation on Liability.**

- (d) The Contractor agrees to indemnify and at all times hold the Mining Company, its Affiliates, and their Personnel (each an "Indemnified Party") harmless from and against all Liabilities caused by the Contractor or its Personnel or arising out of (a) the Contractor's performance under this Agreement, (b) a breach by Contractor or its Personnel of this Agreement, or (c) the transportation of the Contractor's Personnel and/or Services utilizing Air Transportation pursuant to Section 13. If any claim or demand is asserted against an Indemnified Party in respect of which such Indemnified Party may be entitled to indemnification under this Agreement, written notice of such claim or demand shall promptly be given to the Contractor. The Contractor shall have the right, but not the obligation, by notifying the Indemnified Party within thirty (30) days after its receipt of the notice of the claim or demand, to assume the entire control of (subject to the right of the Indemnified Party to participate, at the Indemnified Party's expense and with counsel of the Indemnified Party's choice), the defense, compromise, or settlement of the matter, including, at the Contractor's expense, employment of counsel of the Contractor's choice. Any damages to the assets or business of the Indemnified Party caused by a failure by the Contractor to defend, compromise, or settle a claim or demand in a reasonable and expeditious manner requested by the Indemnified Party shall be included in the damages for which the Contractor shall be obligated to indemnify the Indemnified Party. Any settlement or compromise of a matter by the Contractor shall include a full release of claims against the Indemnified Party which have arisen out of the indemnified claim or demand and shall be subject to the prior approval of the Indemnified Party, which approval shall not be unreasonably conditioned, delayed or withheld.
- (e) Neither Party shall be liable to the other, under any theory of law, including breach of contract, tort, equity, product liability or other theory, for any consequential, punitive, exemplary, or other indirect damages.

**Independent Contractor.** Nothing in this Agreement shall be construed to create a partnership, joint venture, other business relationship, fiduciary relationship or other relationship of confidence and trust between the Parties, other than the relationship of buyer and seller.

The Contractor is an independent contractor and will be solely responsible for the supply of competent manpower and adequate supervision, wages, bonuses, personal tools, transportation, supplies, and materials as are required to perform its obligations under the Agreement. The Contractor hereby confirms that all of its Personnel will be fully covered under all applicable Workers' Compensation Laws.

**Waiver.** Failure of the Mining Company to insist upon strict performance of any of the terms and conditions set out in the Agreement, or failure or delay to exercise any rights or remedies provided herein or by law to properly notify the Contractor in the event of breach, or the acceptance or approval of or payment for any Services hereunder, shall not release the Contractor from any of the warranties or obligations of this Agreement and shall not be deemed a waiver of any right of the Mining Company to insist upon strict performance hereof or of any of its rights or remedies as to any such Services, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this Agreement by the Mining Company operate as a waiver of any of the terms hereof.

**Termination.**

The Mining Company shall have the right to terminate this Agreement by giving the Contractor not less than five (5) Business Days written notice in the event that:

the Contractor fails to provide the Services in such a fashion as to ensure uninterrupted operation by the Mining Company;

the Contractor ceases or threatens to cease to carry on business in the ordinary course;

the Contractor admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency; or

the Contractor initiates or has initiated against it insolvency proceedings.

The Contractor shall have the right to terminate this Agreement by giving the Mining Company not less than five (5) Business Days written notice in the event of the Mining Company's non-payment of an undisputed invoice for more than sixty (60) days past the payment due date.

The Mining Company shall have the right to terminate this Agreement for its convenience on Thirty (30) days written notice to the Contractor.

**Confidentiality.** The Contractor acknowledges that it will have access to Confidential Information of the Mining Company. The Contractor covenants and agrees that during the Term of this Agreement and for a period of five (5) years following the termination of the Agreement it shall receive, protect and maintain the Confidential Information in the strictest confidence and shall not to disclose the Confidential Information to any person for any reason whatsoever other than to Contractor's Personnel who have a need to know the Confidential Information for the purposes of this Agreement.

On request, the Contractor shall notify the Mining Company of the identity of each of the Contractor's Personnel to whom any Confidential Information has been delivered or disclosed. The Contractor agrees that prior to disclosure of Confidential Information to any such Personnel it will inform each such Personnel of the confidential nature of the Confidential Information and require each such Personnel to treat the Confidential Information as confidential.

The Contractor shall use the Confidential Information, directly or indirectly, solely for the purpose of performing its obligations under this Agreement.

The Contractor agrees that upon written request by the Mining Company it will:

promptly return, within five (5) Business Days of receipt of the Mining Company's request, all Confidential Information and any and all copies thereof to the Mining Company and shall require each of its Personnel to do likewise; and

certify in writing that it and its Personnel have permanently deleted any Confidential Information stored by it in a computer or electronic retrieval system so that it is incapable of retrieval.

The Contractor acknowledges that the Confidential Information is proprietary and confidential and that the Mining Company will be irreparably damaged if any of the provisions contained in this Paragraph 17 are not performed by the Contractor or its Personnel in accordance with the terms set out herein. The Contractor agrees that the Mining Company shall have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction, enjoining any breach or threatened breach of these provisions by the Contractor or its Personnel.

**Force Majeure.** The Contractor shall not be liable for delays in delivery or failure to manufacture or deliver Services, and the Mining Company shall not be liable for delays or failure in the purchase, acceptance or consumption of Services, due to causes (except financial) beyond such Party's reasonable control, including, without limitation, acts of God, acts of civil or military authority, fires, floods, demonstrations or protests, epidemics, wars or riots. The Party declaring force majeure shall provide written notice to the other Party describing the cause and the period of expected delay. If, under these circumstances, the Party not declaring force majeure decides that any such delay is not likely to impede its operations, the date of delivery, purchase or consumption, as the case may be, shall be extended for the period equal to the time actually lost by reason of the delay. However, if such Party decides that such delay is likely to impede its operations, both Parties hereto shall immediately consult with one another for the purpose of determining and agreeing upon a basis on which the delivery, purchase or consumption of Services shall resume prior to the end of the delay period. If the Parties do not, within fifteen (15) days of their initial consultation, agree upon a solution of the problems involved, then the Party not declaring force majeure may, by written notice, cancel that portion of the order which is delayed and, in the case of the Mining Company, procure elsewhere Services in substitution for the Services.

**Insurance.** Throughout the Term of this Agreement and for a period of one (1) year thereafter, the Contractor shall maintain at its own expense, and with an insurance company authorized to do business in the jurisdictions where the Contractor's obligations under this Agreement are to be performed, the following insurance coverage.

Comprehensive general liability insurance policy with a limit of not less than \$5,000,000.00 per occurrence for bodily injury and property damage and with a deductible of not more than \$25,000.00.

Automobile liability insurance policy with a limit of not less than \$5,000,000.00 per occurrence for bodily injury and property damage and with a deductible of not more than \$25,000.00.

Each such policy shall name the Mining Company as an additional or co-insured and shall contain a cross liability clause. The policy must contain a clause stating that thirty (30) days written notice will be given to the Mining Company by the insurer in the event of a material change, cancellation or expiration of the insurance coverage. Upon request from the Mining Company, the Contractor shall deliver to the Mining Company a certified copy of an insurance policy or a certificate of insurance stating that the insurance required under this Agreement is in good standing. If the Contractor fails to deliver to the Mining Company a certified copy of insurance within ten (10) days of a request therefore the Mining Company may, at the expense of the Contractor, arrange such insurance coverage which the Mining Company, in its discretion, deems advisable and the cost of such insurance shall be due and payable by the Contractor to the Mining Company on demand.

**Disputes.** Except in respect of any breach of Paragraph 17, any dispute, whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the events leading up to the formation of Mining Company's and Contractor's relationship, and (d) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph (a "Dispute") shall be resolved as follows.

The Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by agreement of the Parties.

If negotiations are unsuccessful, the Parties shall, at the request of either Party, attempt to mediate the Dispute before a mutually acceptable mediator. The mediation shall be completed within three (3) weeks of the request for mediation unless the Parties extend the period in writing.

If the Dispute is not settled by mediation, the Dispute shall be submitted to binding arbitration in accordance with the arbitration Act of Ontario RSD1970, as amended.

The arbitration shall be conducted by a single arbitrator appointed as provided in the arbitration Act of Ontario RSD1970,, as amended. The arbitrator shall be experienced in the subject matter of the Dispute.

The arbitration shall be conducted in a location convenient to the Site at a location to be selected by the arbitrator.

The arbitrator may provide for such discovery or disclosure of positions, experts, evidence as the arbitrator deems to be prudent and efficient to the arbitration process.

The arbitrator shall issue a written ruling on the Dispute within six (6) months after the submission of the Dispute to arbitration. The arbitrator's decision shall be final and binding on the Parties and not subject to appeal or review. The prevailing Party shall be entitled to an award of costs and attorneys' fees unless the arbitrator determines that each Party should bear its own costs and share the common costs of arbitration.

Any judgment upon the award rendered by the arbitrator shall be final and binding on the Parties and may be entered by any court having jurisdiction thereof.

**Notice.** Any notice required or authorized to be given under this Agreement shall be in writing and shall be delivered (a) in person, (b) by facsimile, (c) by registered mail, return receipt requested, or (d) by reputable courier service. Notices shall be effective upon the date of delivery, if delivered during the recipient's normal business hours, or on the next business day if delivered after the recipient's normal business hours. Notices shall be addressed to the Parties as follows. Either Party may change its address by notice to the other Party.

If to the Mining Company:

- Telephone: (705) 235-6567  
Facsimile: (705) 235-2499  
Attention: Peter Pecore/Lynn Millions, Materials Management Supervisor

Invoices shall be sent to:

- Telephone: (705) 235-6790  
Facsimile: (705) 235-2343  
Attention: Chantal Brunet

If to the Contractor:

●  
Telephone:  
Facsimile:  
Attention:

**No Assignment.** Any purported assignments by the Contractor of this Agreement or of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, which shall be deemed to include any transaction resulting in a change in the person(s) who Control the Contractor, without the prior written consent of the Mining Company shall be void. The Mining Company may assign this Agreement to any Affiliate or subsequent Mining Company of the Site upon written notice to the Contractor.

**Applicable Law.** The definition of terms used, interpretation of this Agreement and the rights of all Parties hereunder shall be construed under and governed by the laws of the Province of Ontario applicable federal laws of Canada therein applicable therein. Each party irrevocably attorns to the jurisdiction of the courts of Province of Ontario and all courts having appellate jurisdiction there over and any proceeding commenced or maintained by a Party in respect of, or arising because of, this Agreement will be commenced or maintained only in such of those courts as is appropriate.

**Successors and Assigns.** This Agreement shall bind and enure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

**Third Party Beneficiaries.** This Agreement shall be construed to benefit the Parties and their respective successors and assigns only, and shall not be construed to create third party beneficiary rights in any other party or in any governmental organization or agency.

**Integration.** This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. There are no promises, commitments, obligations, duties or rights of the Parties except as set forth in this Agreement.

**Modification.** This Agreement shall not be modified except in writing signed by both Parties.

**Survival.** Paragraphs 6, 11, 12, 13, 17, 19, 20, and 23 of this Agreement shall survive the termination of the Agreement indefinitely, unless a shorter period is specified therefore in the applicable Paragraph.

**No Waiver.** No failure or delay by a Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

**Legal Fees and Costs.** If legal action is instituted to enforce a decision of an arbitrator granted pursuant to Section 20 of this Agreement, the prevailing party shall be entitled to be reimbursed for all costs and legal fees incurred in that action.

**Headings.** The insertion of headings in this Agreement is for convenience of reference only and is not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

**Severance.** If any provision of this Agreement shall be or become illegal or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.

2. **Counterparts.** This Agreement may be executed in any number of counterparts, and it shall not be necessary that the signatures of both Parties be contained on any counterpart. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

3. **Definitions.** In this Agreement, capitalized words and expressions not otherwise defined shall have the following meanings.

“Affiliate” means, as to any Party, any person, corporation, partnership, limited liability company, joint venture, or other form of business entity which directly or indirectly Controls, is Controlled by, or is under common Control with, that Party.

(a) "Business Day" means any day, other than a Saturday, Sunday or statutory holiday, that the Site is operational.

(b) “Confidential Information” means any and all proprietary and confidential information respecting the business, commercial, legal, financial and technical interests and operations of the Mining Company, including but not limited to, any and all data, records, reports, calculations, opinions, maps, charts, documents, information and materials (including geological, geophysical, magnetic, electromagnetic and radiometric survey notes, core samples, drill logs, documents, interpretations, plans, maps, sections, drawings, writings, papers, materials and all other things related thereto), policies, services, processes, procedures, methods, formulations, trade secrets, intellectual property, facilities, products, plans, affairs, transactions, organizations, supplier and client lists, and analyses, interpretations, studies and opinions in any way derived from any of the Confidential Information, all summaries, extracts or copies therefrom and all notes, memoranda, or analysis based thereon, regardless of the format (e.g., electronic, paper, film, or oral) in which the Confidential Information is conveyed, stored, or presented. Confidential Information shall not include information which (i) is part of the public domain at the time it is disclosed to the Contractor; (ii) is made known to the Contractor without an obligation of confidentiality by a third party who did not acquire the information, either directly or indirectly, under an obligation of confidentiality; (iii) after it is made known to the Contractor becomes part of the public domain through no fault of the Contractor or of any person to whom the Contractor has disclosed the Confidential Information; or (iv) Contractor can establish was in its possession prior to the disclosure of such Confidential Information by the Mining Company without breach of any obligation of confidentiality and not obtained by any illegal or improper means.

- (c) “Control” used as a verb means, when used with respect to an entity, the ability, directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity through (i) the legal or beneficial ownership of voting securities or membership interests; (ii) the right to appoint managers, directors or corporate management; (iii) contract; (iv) operating agreement; (v) voting trust; or (vi) otherwise; and, when used with respect to a person, means the actual or legal ability to control the actions of another, through family relationship, agency, contract or otherwise; and "Control" used as a noun means an interest which gives the holder the ability to exercise any of the foregoing powers.
- (d) “Dangerous Goods” means any substance defined as a Dangerous Good by the Canadian Transportation of Dangerous Goods (TDG) Act, the International Maritime Dangerous Goods (IMDG) Code, the United Nations Economic and Social Council Model Regulations on the Transportation of Dangerous Goods or any other similar applicable Law.
- (e) “Dollars” or “\$” means lawful currency of Canada.
- (f) “Environmental Laws” means Laws aimed at reclamation or restoration of property; abatement of pollution; protection of the environment; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials and dangerous substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic, dangerous or hazardous substances as wastes into the environment, including without limitation, ambient air, surface water and groundwater; and all other Laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic, dangerous or hazardous substances or wastes.
- (g) “Laws” means all federal, state, provincial, municipal, and local laws, regulations, ordinances, orders, rules, decrees, and amendments thereto, applicable to the Contractor or the performance of this Agreement.
- (h) “Liabilities” means all claims, demands, suits, complaints, actions, damages, costs, expenses, attorneys’ fees, investigation costs, remediation costs, awards, decrees, orders, judgments, fines, penalties, injunctions, or similar decisions that may adversely affect the interests of a Party.
- (i) “Personnel” means the employees, contractors and subcontractors and their respective employees, representatives or agents of a Party.

#### **4. WORKPLACE VIOLENCE PREVENTION POLICY**

## **Introduction**

Goldcorp Canada Ltd., Porcupine Gold Mines is committed to providing a safe work environment for all employees. Management recognizes the potential for workplace violence against employees. Actions have been taken to identify possible sources of workplace violence and to implement a workplace violence prevention program to eliminate or minimize risk.

## **Violence is Against the Law**

Canada's *Criminal Code* prohibits many forms of violence. You have a right to live and work without being subjected to workplace violence. This Policy and the attached Workplace Violence Prevention Program outline what to do if you are subjected to workplace violence or if you, as a Supervisor or an employee, become aware of a violent situation.

## **What is Workplace Violence?**

As defined by section 1 of the *Occupational Health and Safety Act*, "workplace violence" means:

- the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

## **Employees' Rights and Responsibilities**

Employees are entitled to work free from workplace violence.

Employees are responsible for working together in a professional manner and resolving issues in a non-violent manner. Employees are to bring issues to their supervisor, if they cannot be mutually resolved.

Employees must report incidents of workplace violence to their supervisor. They must also cooperate in the investigation of a violent incident. Anyone who gives evidence or information in an investigation or is involved in the process must keep this information confidential, except when it is necessary to deal effectively with the issue.

Any employee that is experiencing any type of workplace violence (including threats of violence in his or her personal life that could affect the workplace) is encouraged to report this information to Human Resources, his or her supervisor, or another member of the management team. Appropriate steps will be taken to ensure the safety of the particular employee and his or her fellow employees in the workplace.

### **Employers' Responsibilities**

The management at Porcupine Gold Mines will ensure, as much as reasonably possible, that no employees are subjected to workplace violence.

Management will take corrective action under the **Employee Improvement Action Program** with anyone under their direction who subjects an employee to workplace violence.

Management will not disclose the name of a complainant or the circumstances of the complaint to anyone except where disclosure is:

- necessary to investigate the complaint,
- required to take corrective action, or
- required by law.

Management will ensure that all employees are aware of the risks of workplace violence and are properly trained and equipped to protect themselves.

This Policy is not intended to discourage or prevent anyone from exercising any other legal rights under any other law.

Porcupine Gold Mines, its managers and supervisors are responsible for creating a safe working environment, free from workplace violence. Anyone aware of workplace violence must bring it to the attention of their immediate supervisor or management so that the issue can be addressed immediately.

## **WORKPLACE VIOLENCE PREVENTION PROGRAM**

### **Risk Assessment**

Porcupine Gold Mines has conducted a risk assessment to assess the risks of workplace violence that may arise from the nature of the work, the type of work or the conditions of the work. This assessment took into account:

- Circumstances that would be common to similar workplaces; and
- Circumstances specific to our workplace.

The results of this assessment were communicated to the joint health and safety committee in the form of a written report.

Porcupine Gold Mines shall reassess the risks of workplace violence as often as is necessary to ensure that the Workplace Violence Prevention Policy and Program continue to protect workers from workplace violence.

### **Measures to Eliminate or Minimize the Risk of Workplace Violence**

*The main risk identified in the risk assessment was Peer on Peer violence. Employees who feel that there is a possibility of workplace violence by other employees or contractors should report this to their supervisor immediately.*

*Porcupine Gold Mines has an Employee and Family Assistance Program which will assist employees who may have anger, emotional or stress issues due to occupational or non occupational factors. If you require assistance, contact the Occupational Health Nurse or the confidential EAP telephone number at 1 (800) 387-4765.*

*Workplace violence will not be tolerated at Porcupine Gold Mines. Any employee who violates workplace violence policies will be subject to discipline up to and including termination under the Employee Improvement Action Program.*

### **How to Report Incidents of Workplace Violence**

1. Report all incidents of workplace violence (including threats), to your immediate supervisor or to Human Resources.
2. You and your supervisor should assess the risk associated with the situation and complete the **Incident Investigation Form**. The form must be completed for all incidents.
3. If any injury or mental trauma occurs, the worker and supervisor must complete an **Accident Investigation Form**.

### **Summoning Immediate Assistance**

Where immediate assistance is required and a supervisor is unavailable, employees should contact Security.

Employees who are subjected to workplace violence and who need immediate assistance should yell “help”.

### **Notification of Workers at Risk**

If

(1) a Supervisor of Porcupine Gold Mines is aware that an employee can be expected to encounter a person with a history of violent behaviour, and the risk of workplace violence by that person is likely to expose the employee to physical injury, or

(2) an actual incident of workplace violence has occurred, or

(3) an incident of workplace violence is reasonably expected to occur, Porcupine Gold Mines will take the following steps to ensure the safety of all employees:

1. Human Resources will advise the employees who are at risk. They will also coordinate a review of current procedures to minimize risk.
2. Information about the source of workplace violence will be provided to the employees who are at risk and their supervisors.
3. Appropriate steps will be taken to protect employees.

In doing so, Porcupine Gold Mines will limit its disclosure of personal information to what is necessary to protect employees from physical injury.

### **Domestic Violence**

Any employee who believes that domestic violence may occur in the workplace that would likely expose the employee or another employee to physical injury should report the matter to Human Resources. Porcupine Gold Mines recognizes and respects the sensitivity and confidential nature of such information. Porcupine Gold Mines is committed to reducing the risk of domestic violence occurring in the workplace, but we need the help of all employees. Employees who believe that they are at risk of being subjected to domestic violence will be supported by Human Resources and will be provided with appropriate and confidential outside support, as appropriate.

### **Recommendation to Get Medical Help**

- Employees who have been the victim of workplace violence will be:
  - encouraged to get medical help
  - given the opportunity to be examined by a physician
  - provided with transportation if required
- Employees and their families can get crisis counselling through the **Employee and Family Assistance Program**, which can be accessed confidentially at **1(800) 387-4765**.
- An employee who is subjected to workplace violence will keep existing benefits coverage while under treatment or counselling, subject to plan terms.
- If an employee was subject to workplace violence that necessitates medical care or results in the employee not being able to earn full wages, both the company and worker must file a report of injury with the Workplace Safety and Insurance Board.
- The supervisor, Department Head, and Human Resources will review the incident and its effects and take reasonable steps to accommodate employees involved in the incident.

### **Investigating Incidents of Workplace Violence**

1. Following the report of an incident by an employee(s), an investigation team consisting of the Supervisor and other relevant persons (i.e. Union rep etc.) investigate the incident. If the incident involved physical violence or has a high potential risk of violence, the investigation team **must** include the Department Head, General Foreman, Safety Department, Human Resources Department, Joint Occupational Health and Safety Committee member.
2. Information regarding violent incidents or accidents will be provided to the joint health and safety committee. All revisions and recommendations to the Workplace Violence Prevention Policy and Program from the Safety and Training Manager and the Human Resources Manager will be forwarded to the Joint Occupational Health and Safety committee.

### **Posting**

This Workplace Violence Prevention Policy and Program must be posted at a conspicuous place in the workplace.

### **Policy and Program Review**

Porcupine Gold Mines will review this Workplace Violence Prevention Policy and Program at least annually or as often as is necessary to reduce the risk of workplace violence.

## **36. ANTI-HARASSMENT POLICY AND PROGRAM**

### **POLICY**

The management of Goldcorp Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity.

Workplace harassment will not be tolerated from any person in the workplace. Everyone in the workplace must be dedicated to preventing workplace harassment. Managers, supervisors, and workers are expected to uphold this Policy, and will be held accountable by the company.

Workplace harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

Harassment may also relate to a form of discrimination as set out in the Ontario *Human Rights Code*, but it does not have to. Under the *Human Rights Code*, every employee has a right to freedom from harassment in the workplace because of the employee's sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability.

The "workplace" is considered to include the location at which the worker works, as well as the place at which company social functions are held, the location of conferences, and anywhere else where workers are working on Goldcorp business.

This Policy is not intended to limit or constrain the reasonable exercise of management functions in the workplace. For instance, the conducting of performance reviews, or the imposition of discipline or performance improvement plans will not normally be considered harassment.

Workers are encouraged to report any incidents of workplace harassment, or to file a complaint. Details of how to report harassment are set out below in the Program.

Management will investigate and deal with all concerns, reports, complaints, or incidents of workplace harassment in a fair and timely manner while respecting workers' privacy as much as possible.

A worker who has been the victim of harassment retains the right to exercise any other legal avenues that may be available. Bargaining Unit employees retain all rights under the Collective Bargaining Agreement.

## **PROGRAM**

### **A. Definition of Harassment**

As mentioned above in the Policy, harassment is defined as:

**engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.**

There could be circumstances in which a single incident of inappropriate behaviour may be substantial enough to constitute harassment by creating a “poisoned environment”. Even if the comments or conduct are not directed at any one person, someone may still experience a poisoned environment.

Sexual harassment is a particularly prevalent form of harassment and consists of inappropriate comments and actions of a sexual nature or based on a person's gender. Every employee is entitled to be free of personal invitations, advances or sexual solicitations.

### **B. Examples of Harassment**

Some examples of harassment are:

- Persistent picking on people for any reason or without reason
- Emotional tirades, displays of temper, or hostile or insulting e-mails
- Demeaning, belittling or teasing others, or playing jokes or pranks that are unwelcome
- Ostracizing workers
- Speaking to others with a condescending tone
- Sexist jokes causing embarrassment or discomfort
- The display of sexually-offensive material including pornography
- Making derogatory or degrading remarks about a person's sexual orientation
- Unwelcome flirtation, advances, proposals or comments about a person's body
- Unwanted touching or sexual assault

### **C. Responsibilities of Employees**

Employees are responsible for complying with this Policy and Program in their dealings with employees and third parties while in the course of their employment. As mentioned above, this Policy and Program applies to the location at which the worker works, as well as the place at which company social functions are held, the location of conferences, and anywhere else where workers are working on Goldcorp business.

While this Policy and Program are not intended to restrict social interaction between people who work together, all employees, and particularly supervisors and managers, must seek, in their interactions with other workers, to avoid workplace harassment.

### **D. Making a Harassment Complaint**

Employees who have been the victim of harassment are encouraged to:

Keep a record of the harassment.

Clearly explain to the harasser that the conduct is unwelcome.

File a complaint with the **Human Resources Manager**.

### **E. Investigation Process – Harassment Complaints**

Once a complaint has been filed with the **Human Resources Manager**, the following process will apply:

The **Human Resources Manager**, or another person designated by the **Human Resources Manager**, will oversee the complaint process and ensure a fair investigation. This person shall be called the “investigator”.

The investigator will open a confidential file on the harassment complaint. The file will be kept in a secure place.

The investigator will speak or meet with the person filing the complaint (called the “complainant”) to ensure that the investigator understands the substance of the complaint. Bargaining Unit employees may elect to have Union representation present during this process.

If, at this or any other stage, the investigator determines that (i) the complaint does not properly fall under this Policy and Program, or (ii) the complaint is trivial, frivolous, vexatious or made in bad faith, or (iii) there is no evidence supporting the complaint, the investigator may, in his or her discretion, dismiss the complaint without conducting an investigation (or, if in the course of the investigation, without investigating further). If the investigator dismisses the complaint, then the complaint process will be considered to have ended.

If the investigator determines that it would be appropriate to do so, the investigator may, at any stage, attempt to resolve the complaint on an informal basis without an investigation. If such an informal resolution is achieved, the investigator shall document the resolution, send an appropriate confirmation of the resolution to the complainant and the respondent, and the complaint process will be considered to have ended.

The investigator will give the person alleged to have committed the harassment (called the “respondent”) a copy of the harassment complaint or, if the investigator deems appropriate, a document prepared by the investigator that sets out the necessary details of the harassment complaint. Bargaining Unit employees may elect to have Union representation present during this process.

The investigator will tell the respondent that he or she has seven (7) days (or such other reasonable period of time, as determined by the investigator) to provide the investigator with a written response to the complaint.

The respondent shall provide a written response to the complaint to the investigator within the period specified by the investigator.

The investigator shall conduct an investigation. The investigator may, in his or her discretion, decide to engage other Goldcorp managers, Union Executive members or employees (or, if appropriate, outside resources) to assist with the conduct of the investigation. In the course of the investigation, the investigator (and other persons engaged by the investigator) may:

require employees to produce any documents (including e-mails) that may be relevant;

meet with the complainant and respondent, either separately or together (as appropriate), and ask any questions of them that are appropriate for the investigation, and take witness statements from them;

require any witnesses to meet with the investigator (or other persons engaged by the investigator) to provide a statement; and/or

do anything else that the investigator determines is reasonable and necessary to conduct a fair investigation.

The investigator shall prepare an investigation report which shall set out:

- (1) the substance of the complaint,
- (2) the substance of the response,
- (3) the evidence of the complainant and respondent,
- (4) the evidence of any other witnesses,

- (5) the substance of any relevant documentary evidence,
- (6) the investigator's conclusion as to whether harassment occurred,
- (7) the investigator's reasons for that conclusion, and
- (8) any other matters that the investigator considers should be referenced in the report. The report need not be lengthy but may, if the investigator determines appropriate, be abbreviated.

If the **Human Resources Manager** is a respondent to a complaint or witness in an investigation, then the **Mine General Manager** or such other person as designated by the **Mine General Manager** shall investigate the complaint and the **Human Resources Manager** shall have no role in investigating the complaint or making recommendations or acting on the complaint or the results of the investigation. If any other person with authority or any role under this Policy or Program is a respondent to a complaint or witness to a complaint, then the **Mine General Manager** or his or her designate shall substitute another person to take on that person's authority or role. If the **Mine General Manager** is a respondent to a complaint or witness to a complaint, then the **Vice President of Canadian Operations** or his or her designate shall substitute another person to take on that person's authority or role.

#### **F. Discipline of Respondent**

The investigator shall provide a copy of all investigation reports, and documentation of any informal resolutions, to the **Human Resources Manager** for the mine or office at which the complainant works. The **Human Resources Manager** shall review such report or documentation and shall recommend to the **Department Manager** whether any discipline should be imposed on the respondent for any violations of this Policy and Program. The **Department Manager** shall, in consultation with the respondent's direct supervisor and any other appropriate persons, determine whether discipline is appropriate, considering the following factors: (i) the harm to or effect on the complainant or other persons; (ii) whether the respondent was aware of this Policy and Program; (iii) whether the respondent's conduct was intentional; (iv) whether the respondent was told or knew that his or her conduct was unwelcome; (v) whether the respondent has been found to have engaged in workplace harassment in the past; and (vi) any other appropriate factors. Any discipline for violation of this Policy and Program should be imposed by the **Department Manager** and documented in the respondent's file. Discipline may include requiring the respondent to provide a written apology to the complainant; a written reprimand; a requirement that the respondent attend appropriate counselling or training; a transfer; a demotion; suspension with or without pay; or, in serious cases, dismissal from employment.



**37. Agreement Documents.** This Contact shall be comprised of:

- a. The Agreement;
- b. Schedule 1 – Scope of Work for Services
- c. Schedule 2 – Price
- d. Schedule 3 - Summary

In the event of any conflict between the provisions of the Agreement and any Schedule, the provisions of the Agreement shall control.



**TENDER ACCEPTANCE FORM / AGREEMENT**

**RFT: (Name of this Tender)**

The entire Tender exists herein and in Appendices hereto. There are no other promises, representatives of warranties affecting this Tender and any other or different terms or conditions in any purchase orders issued or accepted hereunder shall be deemed null and void.

This Tender becomes valid when signed by persons duly authorized by **CONTRACTOR** and **MINING COMPANY**. Such signatures constitute the complete acceptance of all terms and conditions as stated herein. Signed for and on behalf of:

In the event of any conflict between the provisions of the Agreement and any Schedule, the provisions of the Agreement shall control.

**IN WITNESS WHEREOF** the Parties hereto have caused their respective authorized officers to execute this Agreement to be effective as of the day and year written below.

**CONTRACTOR**

Company Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Name (please print) \_\_\_\_\_

In the presence of:

Signature \_\_\_\_\_

This \_\_\_\_\_ Day of \_\_\_\_\_ 2010

Signed for and on behalf of **PORCUPINE GOLD MINES**

Signature \_\_\_\_\_ Title \_\_\_\_\_

In the presence of:

Signature \_\_\_\_\_

This \_\_\_\_\_ Day of \_\_\_\_\_ 2010

**\*\*\*\*\* PLEASE SIGN AND RETURN THIS PAGE UPON SUBMITTAL OF YOUR BID \*\*\*\*\***

**SCHEDULE 1 – SCOPE OF WORK FOR SERVICES**

to that certain Technical Services Agreement

by and between

**PORCUPINE GOLD MINES**

and

**[NAME OF CONTRACTOR]**

**SCHEDULE 2 – PRICE**

to that certain Technical Services Agreement

by and between

**PORCUPINE GOLD MINES**

and

**[NAME OF CONTRACTOR]**

**SCHEDULE 3 – SUMMARY**

to that certain Technical Services Agreement

by and between

**PORCUPINE GOLD MINES**

and

**[NAME OF CONTRACTOR]**

<b>PORCUPINE GOLD MINES</b>		
<b>Ship to Address:</b>		<b>Invoice Address:</b>
DOME MINE: 4315 Gold Mine Road South Porcupine, Ontario P0N 1H0		4315 Gold Mine Road South Porcupine, ON P0N 1H0
HOYLE POND MINE: Hwy 101 East Porcupine, ON P0N 1H0		
Main Supply Chain Fax Line:	(705) 235-2499	
<b>Materials Management Supervisor</b>		
Peter Pecore	(705) 235-6567	peter.pecore@goldcorp.com
<b>Purchasing/Expediting</b>		
Lynn Alexandre	(705) 235-6565	lynn.alexandre@goldcorp.com
Darren Etmanski	(705) 235-6594	darren.etmanski@goldcorp.com
Lynn Millions (Expediting)	(705) 235-6566	lynn.millions@goldcorp.com
<b>Inventory Control</b>		
Chris Lamarche (Hoyle Pond)	(705) 235-6334	chris.lamarche@goldcorp.com
Jim Lively (Dome)	(705) 235-6708	jim.lively@goldcorp.com
<b>Accounts Payable</b>		
Chantal Brunet	(705) 235-6790	Dome.ap@goldcorp.com
<b>Project Manager</b>		