

This RFRE amendment 021 is raised to:

- Add clause 7.4.1 PROCESS FOR QUALIFIED RESPONDENTS TO IDENTIFY, MEET AND PROPOSE AECL EMPLOYEES FOR KEY PERSONNEL POSITIONS to Annex J Terms of Engagement.

1. At Annex J (Terms of Engagement) of the RFRE, clause 7.4 Terms of Engagement with AECL Employees, add:

7.4.1 PROCESS FOR QUALIFIED RESPONDENTS TO IDENTIFY, MEET AND PROPOSE AECL EMPLOYEES FOR KEY PERSONNEL POSITIONS

Notwithstanding clause 7.4, a Qualified Respondent may engage with employees of AECL or after November 3, 2014 employees of CNL (collectively referred to as "AECL Employees") in accordance with the process set out below for the sole purpose of determining whether to submit as part of its Bid the name of any AECL Employee as Key Personnel. For the purposes of this clause 7.4.1, "AECL Designated Contact" means the Chief Transitional Officer of AECL or such other person as he may designate.

- (a) At any time prior to the date that is one month prior to the Bid Closing Date and Time as specified in the most recent version of the Draft RFP provided to Qualified Respondents, or if the RFP has been issued, in the RFP, a Qualified Respondent may submit to the Contracting Authority a written request for a meeting with an AECL Employee. In its request, the Qualified Respondent will list the name and current title of each AECL Employee that it wishes to meet with and specify the Key Personnel Position for which that AECL Employee is being considered.
- (b) The Contracting Authority will send the information provided by the Qualified Respondent and provide the contact details for the relevant Qualified Respondent Contact to the AECL Designated Contact who will inform the relevant AECL Employees of the Qualified Respondent's request. An AECL Employee shall promptly advise the AECL Designated Contact whether he/she agrees to meet with the requesting Qualified Respondent.
- (c) Upon receipt of the AECL Employee's decision under clause 7.4.1(b) above, the AECL Designated Contact shall promptly inform the Qualified Respondent. If the subject AECL Employee has agreed to meet with the Qualified Respondent, the AECL Designated Contact will arrange for a meeting at a time mutually convenient for the AECL Employee and the Qualified Respondent.
- (d) Any meeting between a Qualified Respondent and an AECL Employee will take place in person at the AECL offices in the Town of Deep River, the Town of Pinawa or in the City of Ottawa. All meetings under this clause 7.4.1 between Qualified Respondents and AECL Employees shall be completed on or before the Bid Submission Date. Participation via teleconference by other representatives of the Qualified Respondent in an in-person meeting is permitted. Participation by the Fairness Monitor by video- conference in the case of meetings in the Town of Pinawa is permitted.
- (e) The Qualified Respondent shall use the meeting with an AECL Employee solely to determine the capabilities, competencies and experience of that AECL Employee and to determine if the Qualified Respondent wishes to propose that AECL Employee for one of the Key Personnel Positions. During the meeting, the Qualified Respondent and the AECL Employee may discuss the proposed duties and

functions of the Key Personnel Position for which he or she is being proposed as well as remuneration and other benefits that the AECL Employee would receive if he/she were to be proposed as a Key Personnel in the event that the Qualified Respondent were to be declared the Preferred Bidder. The Qualified Respondent shall not seek to obtain any information from an AECL Employee (i) with respect to Canada, AECL, its operations, or the GoCo procurement process that might give that Qualified Respondent an unfair advantage or the perception of an unfair advantage over any other Qualified Respondent or (ii) regarding the AECL Employee's possible selection as a Key Personnel or possible terms of employment with any other Qualified Respondent (all such information, "**Restricted Information**"). The Qualified Respondent may, but is not required to, request that the AECL Employee execute a non-disclosure agreement with respect to information about that Qualified Respondent that is communicated to the AECL Employee during the scheduled meeting.

- (f) The AECL Employee shall use any meeting with a Qualified Respondent solely to determine if he/she would want to be nominated by that Qualified Respondent as a Key Personnel. The AECL Employee shall not provide any Restricted Information to a Qualified Respondent during the meeting.
- (g) The Fairness Monitor will attend all meetings between Qualified Respondents and AECL Employees. If the Fairness Monitor determines that the Qualified Respondent is seeking, or the AECL Employee is disclosing, any Restricted Information, the Fairness Monitor shall seek to restrain such disclosure by way of warning. If the Fairness Monitor determines that Restricted Information has been provided that results in the Qualified Respondent receiving an unfair advantage, the Fairness Monitor may terminate the meeting, prohibit further meetings between that Qualified Respondent and one or more AECL Employees or advise that the Qualified Respondent is prohibited from nominating that AECL Employee as a Key Personnel in its Bid.
- (h) No representatives of NRCan, PWGSC or AECL will attend any meeting between an AECL Employee and a Qualified Respondent.
- (i) A Qualified Respondent shall not make an offer of employment ("Key Personnel Offer") to an AECL Employee during a meeting. If the Qualified Respondent decides to make a Key Personnel Offer to an AECL Employee, the Qualified Respondent shall provide that offer in writing, together with the form of Key Personnel Acknowledgement set out in Appendix P, to the AECL Designated Contact. Any Key Personnel Offers made after the Bid Submission Date will not be accepted by the AECL Designated Contact and will not be provided to the AECL Employee. The AECL Designated Contact shall transmit all of the Key Personnel Offers to the applicable AECL Employee.
- (j) The AECL Employee shall determine whether to accept a Key Personnel Offer and shall provide his/her response, and if the AECL Employee has accepted the offer also provide the duly executed Key Personnel Acknowledgement, to the AECL Designated Contact who will transmit the AECL Employee's response and, if applicable, the Key Personnel Acknowledgement, to the Qualified Respondent. None of the AECL Employee, the AECL Designated Contact or the Contracting Authority shall disclose to another Qualified Respondent the fact that a Key Personnel Offer has been made, accepted or rejected.
- (k) If an AECL Employee receives a Key Personnel Offer from more than one Qualified Respondent, that AECL Employee will not disclose to any Qualified Respondent that he/she has received a Key Personnel Offer from another Qualified Respondent. An AECL Employee may accept none, any or all of the Key Personnel Offers.

- (l) A Qualified Respondent may not have any contact with any AECL Employee being considered for, or being named as, a Key Personnel, with respect to that Key Personnel Offer, other than in accordance with the procedure set out herein or otherwise set out in the Terms of Engagement in the RFRE, or if it has been issued, the RFP.
- (m) An AECL Employee, whether or not they have received a Key Personnel Offer, is not permitted to participate in the preparation of the bid submission of a Qualified Respondent and an AECL Employee who has been specified as a Key Personnel by a Qualified Respondent in that Qualified Respondent's bid is not permitted to participate in any of the situational scenario interviews or presentations required under Section 1.4 of the Evaluation Criteria in the Draft RFP.
- (n) Any additional meetings between a Qualified Respondent and an AECL Employee shall be subject to the foregoing process.
- (o) Qualified Respondents engaging in this process are required to comply with their obligations under their Non-Disclosure Agreement with Canada.
- (p) Canada reserves the right to limit the total number of meetings that each Qualified Respondent can have with any particular AECL Employee, provided that all Qualified Respondents are subject to the same limitation.

All Other Terms and Conditions Remain the Same.