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I. GENERAL

A. Purpose – Interpretation

These Risk Management Protocols ("Protocols") are intended to:

1. Establish a systematic contractual risk transfer procedure for the South Dakota Science and Technology Authority ("SDSTA");

2. Establish a written risk management plan that includes, among other things: (a) general categories of activities and associated risks organized by level of risk; (b) types of coverage and limits of liability to be required for each category; (c) criterion used to determine whether the Homestake Indemnified Parties must be named as additional insureds on commercial insurance policies required of Contractors and Project Participants; and (d) criterion used to determine whether a retained risk plan, pool, or other form of "self-insurance" is acceptable in combination with or in lieu of commercial insurance; and

3. Ensure all Contractors and Project Participants provide insurance in compliance with the terms of the PDA and to shift risk away from the Homestake Indemnified Parties, SDSTA, and the State of South Dakota in compliance with the terms and intent of the PDA and the donation of the former Homestake Gold Mine to SDSTA.

B. Scope

These Protocols are applicable to all Contractors and Project Participants and its or their Representatives.

C. Protocol Structure

SDSTA's risk transfer program consists of two components: standard contractual provisions and insurance requirements. The standard contractual provisions are described below in Section II. The insurance requirements are described below in Section III.

D. Definitions

1. "Authorized Entrant" has the meaning given to that term in the PDA. The term does not include FRA or its Representatives or FRA's Contractors.

2. "Contractor" means a natural person or Entity that undertakes a contract to provide materials or labor to perform a service or do a job at SURF, including but not limited to excavation, construction, outfitting, and equipment installation, whether on the Surface Property or in the Underground Property, and including, without limitation, natural persons and entities contracting with SDSTA, a Project Participant, or any other natural person or entity. Without limitation, the term includes any contractor or contractor Representative that uses a hand tool or other tool as a part of their job or work. The term includes subcontractors at any level and consultants and sub-consultants at any level.

3. "DOE" means the United States Department of Energy.

4. "Entity" means a partnership, corporation, limited liability company, or unincorporated association; a collaboration; a public or private educational institution; a public or private laboratory; a federal, state local, or other governmental entity, or any agency or instrumentality thereof; a body corporate and politic; and any other or similar organization. Without limitation, the term includes collaborations made up solely of non-US natural persons and/or Entities or a combination of US and non-US natural persons and/or Entities.

5. "FRA" means Fermi Research Alliance, LLC, operator of the Fermi National Accelerator Laboratory.

6. "Homestake Indemnified Parties" has the meaning given to that term in the PDA.

7. "PDA" means the Property Donation Agreement between and among Homestake Mining Company of California, the State of South Dakota, and SDSTA, which is dated April 14, 2006, as amended.

8. "Project Participant" means a natural person or Entity that undertakes, or participates in the undertaking of, an experiment, investigation, examination, or other, similar scientific or engineering activity at SURF, including without limitation the excavation or construction of laboratory space or infrastructure associated with or necessary for the experiment, investigation, examination, or other, similar scientific or engineering activity. The term "Project Participant" does not include a Contractor engaged by a natural person or Entity solely for the purpose of the excavation or construction of laboratory space or infrastructure associated with or necessary for the experiment, investigation, examination, or other, similar scientific or engineering activity. The term "Project Participant" includes, without limitation, a public or private educational institution or a laboratory which is a member of a collaboration or which employs a natural person who

is a member of a collaboration. The term does not include DOE or any other funding agency. The term does not include a natural person who is an employee of a Project Participant that undertakes an experiment, investigation, examination, or other, similar scientific or engineering activity at SURF.

9. "Representative" means any natural person or Entity, including elected officials, officers, directors, employees, agents, consultants, lessees, licensees, and invitees, that any Contractor, Project Participant, or other natural person or Entity invites onto, or allows or authorizes to conduct any activities at SURF. Without limiting the generality of the foregoing, the term includes natural person or Entity members of collaborations and natural persons representing collaborations.

10. "Risk Manager" means a qualified person employed by the Authority for the purpose of managing the risk of the Authority and interpreting and carrying out the terms of these Protocols.

11. "Risk Management Consultant" means a qualified consultant, not an employee of SDSTA, engaged for the purpose of assisting the Risk Management Consultant and carrying out the other tasks assigned to the Risk Management Consultant by these Protocols.

12. "SURF", means the Sanford Underground Research Facility, owned and controlled by SDSTA, and located in and near Lead, South Dakota, including both the Surface Property and the Underground Property, and any other SDSTA-owned or -controlled property.

13. "Surface Property" means the surface estate at SURF as described in Part 1 of Exhibit A to the PDA.

14. "Underground Property" means the subsurface estate and mineral estate at SURF as described in Part 2 of Exhibit A to the PDA, which includes all rights owned by SDSTA in the subsurface estate and mineral estate underlying the Surface Property.

E. The Risk Manager

SDSTA shall at all times employ a qualified internal Risk Manager and as necessary and/or required by these Protocols, a Risk Management Consultant.

F. Responsibilities

1. The Executive Director will ensure that all requirements of the PDA are met. The Executive Director will ensure compliance by allocating resources and delegating responsibility concerning contract review and insurance compliance to the Risk Manager.

2. The Risk Manager will be responsible for categorizing all Contractors and Project Participants and its or their Representatives by appropriate level of risk.

3. The Risk Manager is responsible for the development of a risk management program that includes decision making tools, standardized categorization parameters to be used to determine types of coverage, limits of liability, and whether a retained risk plan, pool, or other form of "self-insurance" is acceptable.

4. The Risk Manager ensures the proper risk management contract language in compliance with these Protocols is applied and inserted within each contract on a case-by-case basis.

5. The Risk Management Consultant will upon request review the Risk Manager's determinations concerning types and amounts of coverage required of "Other Risk" Contractors and Project Participants and will periodically review the Risk Manager's determinations concerning the level of risk assigned to particular Contractors and Project Participants. The Risk Management Consultant will be identified and retained by the Executive Director, in consultation with SDSTA's general counsel.

6. The Risk Manager shall have the separate and independent duty and ability to report directly to the SDSTA Board of Directors and to general counsel for SDSTA.

G. Document Retention

1. SDSTA shall retain copies of all Contracts to which SDSTA is a party, Memoranda of Understanding, or other Agreements with Contractors and Project Participants, insurance certificates, and policies for a minimum of ten (10) years after final completion or final decommissioning.

2. Anything in this document to the contrary notwithstanding, SDSTA shall at all times comply with the document retention provisions of PDA section 6.10 (c).

H. Inclusion in Contracts and Memoranda of Understanding

In all projects (whether conducted by SDSTA or a Project Participant) involving competitive bids, requests for proposals, or any other form of solicitation, the insurance and other requirements set out in this document will be provided to each interested Contractor prior to bid submission. Prior to final execution of a contract with any Contractor or a Memorandum of Understanding or other agreement with a Project Participant, regardless of whether a competitive bid, request for proposal, or other form of solicitation was utilized in connection therewith, the Risk Manager will verify the contract or memorandum contains the appropriate indemnification and insurance requirement language to ensure the requirements of this document have been met. SDSTA acknowledges that the Site Access Agreement (Version 1) used by the management and operating contractor for Fermi National Accelerator Laboratory for DUNE collaborators complies with these Risk Transfer Protocols.

I. Changes to Protocols

1. The Risk Manager makes minor changes for work flow and integration.

2. The Risk Manager delegates responsibilities for formatting, version numbers, document control, and grammatical changes.

3. The Risk Manager notifies the Executive Director of the need for major conceptual changes.

4. Major changes, such as changes to limits of coverage, require the review and approval of SDSTA's general counsel, DOE, and the Board of Directors, and must thereafter be submitted to Homestake. Major changes do not take effect until the later of approval by DOE or submission to Homestake. No changes shall have retroactive application.

II. REQUIRED CONTRACTUAL PROVISIONS

A. Required Clauses

Except as otherwise provided below, a standard indemnification clause will be included in all contracts, Memoranda of Understanding, or other agreements between SDSTA and Contractors, and between Project Participants and their Contractors of any tier. A provision requiring natural persons entering the Underground Property to execute an Acknowledgement of Risk and the Release and Agreement Not to Sue and Waiver will be included in all contracts, Memoranda of Understanding, or other agreements between SDSTA and Contractors or Project Participants,

between Project Participants and their Contractors, and between general Contractors and their subcontractors and consultants of any tier when the Underground Property is entered or the work or activities directly relate to the Underground Property.

1. Indemnification. This provision requires a Contractor to assume liability for, defend, and indemnify the Homestake Indemnified Parties, SDSTA and the State of South Dakota, and SDSTA's and the State of South Dakota's elected officials, appointed officials, employees and agents from and against losses arising from the Contractor's negligence or intentional acts and the negligence or intentional acts of the Contractor's officers, directors, employees, agents, subcontractors of any tier, or consultants. This requirement does not apply to Contractors of Authorized Entrants or to Contractors in the "Low Risk" category. The standard form of indemnification clause is shown in Appendix B.

2. Acknowledgment of Risk. Under this provision, Contractors and Project Participants and their Representatives are advised that all natural persons who enter the Underground Property are required to declare that they have investigated and been advised on the risks associated with going underground. The required form of Acknowledgment of Risk is shown in Appendix C. This requirement does not apply to Authorized Entrants.

3. Release, Agreement Not to Sue and Waiver (the "Release"). Under this provision, Contractors and Project Participants and their Representatives are advised that all natural persons who enter or conduct work or activities directly related to the Underground Property must agree to release, discharge, and not sue the Homestake Indemnified Parties, SDSTA, the State of South Dakota, and SDSTA's and the State of South Dakota's elected officials, appointed officials, employees, and agents from and for any claims, actions, or proceedings of any kind related to or arising out of damage to their health, bodily injury, death and/or damage to their property in any way associated with entry, presence in, or activities upon, in, or around SURF. The required form of Release, Agreement Not to Sue and Waiver is shown in Appendix D. This Requirements does not apply to Authorized Entrants.

B. Natural Persons Entering the Underground Property

Anything elsewhere in these Protocols to the contrary notwithstanding, except for Authorized Entrants, all natural persons entering the Underground Property for any reason or under any authority must execute the Acknowledgement of Risk and the Release, Agreement Not to Sue and Waiver prior to entering the Underground Property. Except for Authorized Entrants, this requirement applies to all elected officials, officers, agents, and employees of SDSTA, the State of South Dakota, the United States, and all other governmental entities.

C. Waivers

The requirement for execution of the standard indemnification clause may be waived by SDSTA's Executive Director, in consultation with SDSTA's legal counsel. Execution of the Acknowledgment of Risk and of the Release, Agreement Not to Sue and Waiver are required by the PDA and may only be waived by the Executive Director, in consultation with SDSTA's legal counsel and with Homestake's written consent. The PDA requires Homestake's approval of the forms of the Acknowledgment of Risk and the Release and Agreement Not to Sue and Waiver. Accordingly, no changes may be made to those forms without Homestake's written consent.

III. INSURANCE REQUIREMENTS

A. Overview

These guidelines establish four (4) broad categories of Contractors and Project Participants, based on the nature and extent of their activities on SDSTA property. The categories are "Negligible Risk," "Low Risk," "Intermediate Risk" and "Other Risk." The following subsections set out the criteria for classifying Contractors and Project Participants and the insurance requirements for each, as well as establishing criteria for requiring certain supplemental forms of coverage and determining when the Homestake Indemnified Parties must be included as additional insureds. The insurance requirements of this document apply not only to Contractors contracting with SDSTA, but also Contractors contracting with Project Participants for work at SURF.

B. Determination of Categories and Required Coverages – Ratings for Commercial Insurers.

The Risk Manager shall assign categories of risk and determine types and levels of coverage based upon the following criteria.

The Risk Manager, after evaluating the risks presented by the proposed Project Participant activity or Contract, may decrease the limits otherwise required by these Protocols and may waive coverages otherwise required if the Risk Manager determines reduced limits and/or a waiver of certain coverages will adequately address the risks presented.

Commercial insurance coverage must be provided by an insurer with an A.M. Best rating of A, VII or greater.

C. Categories of Risk

1. Category One ("Negligible Risk"). Contractors and Project Participants whose activities are conducted on the Surface Property only and present a negligible risk of property damage and bodily injury. Examples of these types of activities include:

   a) Onsite classroom training;

   b) Mail or small parcel delivery (e.g., FedEx or UPS);

   c) Meal delivery;

   d) Office equipment repair and maintenance; and

   e) Project Participant who arrives to select location to collect a sample.

2. Category Two ("Low Risk"). Contractors and Project Participants that:

   a). Will be conducting construction activities on the Surface Property only, and will not be using heavy construction equipment except in connection with a contract of $50,000.00 or less; or

   b). Will have fewer than ten (10) employees or natural persons who are Representatives of a Project Participant present at SURF (Surface Property or Underground Property) at any one time; and

   c). Will not be using or storing explosives, suffocative, caustic or otherwise dangerous materials.

   Examples of "low risk" Contractors or Project Participants are:

   I. Contractor working on water treatment plant modifications;

   II. Project Participant that has graduate students assisting in biological surveys in the Underground Property; and

   III. Consultants not participating in design or quality control inspection.

3. Category Three ("Intermediate Risk"). All Contractors and Project Participants doing work or with a presence on the Surface Property not included in categories One, Two, or Four, and all Contractors and Project Participants doing work in or with a presence in the Underground Property not included in category Two or category Four. Examples of Contractor or Project Participant activities that may be appropriate for this category include the following:

   a) Structural work on the Surface Property, including the use of heavy construction equipment in connection with a contract of more than $50,000.00, excavation, or blasting.

   b) Infrastructure work on the Surface Property.

   c) Transportation on the Surface Property.

   d) Presence at SURF (Surface Property or Underground Property) at any one time of 10 - 19 Contractor employees or of 10-19 natural persons who are Representatives of a Project Participant.

   e) Work in buildings occupied by 20 - 49 persons or adjoining a building occupied by 20 - 49 persons.

   f) Use of storage of suffocative or other hazardous materials on the Surface Property.

4. Category Four ("Other Risk"). Contractors and Project Participants doing work or with a presence on the Surface Property or in the Underground Property meeting one or more of the following criteria:

   a) Contractors or Project Participants conducting particularly hazardous activities, such as excavation, blasting, or the presence, use, or handling of suffocative, caustic, or other hazardous materials in the Underground Property.

   b) Use of heavy equipment in the Underground Property.

   c) Underground Property infrastructure work.

   d) Underground Property transportation or movement of equipment or personnel, including hoists and winches.

e) Work in buildings occupied by fifty or more people, or adjoining a building occupied by fifty or more people.

f) The presence onsite at SURF (Surface Property and/or Underground Property) of twenty or more employees of a Contractor or its subcontractors and consultants, or of twenty or more natural person Representatives of a Project Participant.

g) Contracts or Projects with a value of $5 million or more.

h) Installation or manipulation of high-voltage infrastructure and related equipment.

D. Standard Insurance Requirements

1. See Appendix E for detailed standard insurance requirements for each category of risk.

E. Ancillary Coverages – Workers Compensation Coverage

1. Illustration 1 describes when supplemental insurance coverages should be required; in many cases more than one type of insurance may be required. To use Illustration 1, identify the activity(ies) to be performed by the Contractor or Project Participant in the first column of the table. Then note the insurance coverage necessary to protect against losses that may arise from that activity. Finally, proceed to Section III.E.2 below to determine whether to modify the standard insurance requirements.

Illustration 1
Ancillary Coverage Requirements by Contract Activity Involved

Contract Activity Involved	Professional Liability	Contractor's Pollution Liability	Builders Risk	Aviation/Drone Liability	Cargo Insurance	Installation Floater	Automobile Liability
Construction or Remodeling Projects - Construction or remodeling projects over $50,000		X (including contractsfor gradingor paving)	X (excluding contracts for grading or paving)				

Hazardous or Waste Materials - Removal of asbestos or lead-based paint; or the use, application, transport, removal, cleanup, or disposal of hazardous material in quantities of 100 gallons or more; or the disposal, treatment, transport, or storage of waste.		X					
Installation of Equipment		X ((when the installation or testing of the equipment involves the use of involves the use of asphyxiants (including otherwise benign gases or vapors which displace				X	

		breathable air) or hazardous or other materials excluded from coverage under a commercial general liability policy)					
Professional Services - Services from an accountant, architect, attorney, claims administration firm, consultant (including design consultants), engineer, financial advisor, medical professional, or other person who maintains a professional license.	X						
Supply - FOB Destinations - Supplying of all goods and equipment					X (as appropriate)	X	

where contractor is responsible for the goods/ equipment to the point of delivery (FOB destination).						(as appropriate)	
Use of Aircraft /Helicopters				X			
Use of automobiles, but excluding natural persons operating personal leased, hired, or owned automobiles							X
Use of drones				X			

2. Based upon Illustration 1 above, the following supplemental coverages shall be required.

   a. Aviation/Drone Liability Insurance

      i. Aviation liability insurance coverage shall provide limits of not less than $5,000,000 per occurrence for airplanes/helicopters with seven (7) seats or less; $10,000,000.00 per occurrence for aircraft/helicopters with eight (8) to twelve (12) seats; and $25,000,000.00 for aircraft/helicopters of greater than twelve (12) seats, for aircraft/helicopters utilized for material or equipment delivery to SURF, and for aircraft/helicopters utilized for firefighter or material application (such as dust control). Coverage for material application shall include coverage for overspray and chemical drift.

      ii. Drone liability coverage shall provide limits of not less than $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

iii. The policy shall be endorsed to include SDSTA and its directors, officers, employees, and agents as additional insureds, and a waiver of subrogation in favor of SDSTA and its directors, officers, employees, and agents.

b. Builders Risk Insurance

i. All Risk Builders Risk insurance shall include Special Form coverage or its equivalent, at replacement cost for materials, supplies, equipment, machinery and fixtures that are, or will become, part of SDSTA-owned property, and shall include the cost of labor to repair or replace the damaged or destroyed materials, equipment, machinery, and fixtures. Such insurance shall:

(a) Remain in effect until completion of the work and acceptance by SDSTA; and

(b) Include coverage for earthquake, flood, ordinance or law, temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction.

c. Cargo Insurance

i. Cargo insurance coverage shall cover the value of the goods or equipment to be delivered until the goods or equipment is accepted by the owner.

d. Installation Floater

i. Installation floater coverage shall cover the value of the equipment to be installed. Such insurance shall include:

(a) The owner as insured; and

(b) Coverage for testing, water damage, mechanical breakdown, and electrical injury.

e. Pollution Liability Insurance

i. Contractor's pollution liability or substantially similar commercial insurance coverage shall provide a limit for bodily injury, property damage, cleanup, and

defense costs with limits not less than $10,000,000.00 per claim and $10,000,000.00 annual aggregate. The Risk Manager will consider the coverage afforded by other policies, including exclusions in other forms of coverage, when determining whether to require pollution liability insurance coverage for equipment installation. The Risk Manager may require lower limits of liability for work which the Risk Manager concludes will result in risks not requiring these higher limits. The requirements of this subsection may be met by way of an appropriate project-specific commercial pollution liability policy.

ii. The policy shall be endorsed to include SDSTA and its directors, officers, employees, and agents; the State of South Dakota and its elected officials, appointed officials, employees, and agents; the Homestake Indemnified Parties; the United States Department of Energy; and any other parties as required by the applicable contract as additional named insureds.

f. Professional Liability Insurance

Professional liability insurance coverage shall provide limits not less than $1,000,000 per claim and $2,000,000 annual aggregate or as otherwise provided in Appendix E. Limits of $5,000,000.00 per claim and $10,000,000.00 aggregate shall apply to contracts involving design work for excavation and other work involving a risk of subsidence or collapse in the Underground Property. The aggregate limit of liability shall apply separately to SDSTA. Professional liability insurance shall not be required of Project Participants who are self-performing the design of equipment associated with an experiment located at SURF or the employees of such Project Participants.

g. Automobile coverage

Proof of automobile liability coverage is not required of natural persons operating their personal hired, leased, or owned automobiles. However, all natural persons and entities, including Contractors, Project Participants, their officers, directors, agents, employees, and representatives are reminded South Dakota law requires persons operating motor vehicles in South Dakota to establish proof of financial responsibility, including through automobile liability insurance. See SDCL Ch. 32-35.

3. a. Contractors and US-based Project Participants must prior to the affected person coming onsite at SURF provide SDSTA with evidence of workers compensation coverage

complying with the requirements of SDCL 62-5-1 through 62-5-5. Contractors and US-based Project Participants may not elect to operate outside SDCL Title 62. (See SDCL 62-5-7). In lieu of the foregoing, a Contractor or US-based Project Participant may provide evidence of compliance with the same or similar requirements of another state or territory of the United States and evidence of coverage for employees working at SURF.

b. Project Participants who are not US-based but whose home countries require or provide for workers compensation coverage which by law may provide coverage for employees working at SURF must provide evidence to SDSTA of such coverage before working on site at SURF

c. Project Participants who are not US-based and whose home countries do not require or provide for workers compensation coverage which by law could apply to employees working at SURF must prior to coming onsite at SURF provide SDSTA evidence of medical insurance coverage.

F. Insurance Requirements for Contracts with Certain Funding Agencies – Large "Other Risk" Projects

1. The insurance requirements for contracts, including grant agreements, entered into between SDSTA and the United States government and its contractors and subcontractors to provide funding for the general operations and maintenance of SURF shall be negotiated by the Executive Director, in consultation with the Chairperson of the Board, SDSTA's legal counsel, and the Risk Management Consultant, taking into account the insurance requirement provisions of the PDA and these Protocols, the risk to SDSTA and the State of South Dakota, and the overall best interests of the overall mission of SDSTA.

2. For "Other Risk" projects with 50 or more persons underground at any one time or with a project cost of $50,000.000.00 or more the Contractor or Project Participant, as applicable, must provide an owner-controlled insurance program or other, similar "wrap up" insurance program with broad form liability coverage with limits of liability of not less than $25,000,000.00 per occurrence and $25,000,000.00 aggregate; without limiting the generality of the foregoing, the program may not include an exclusion for underground subsidence or underground water impoundment. The program need not include coverage for damage to DOE-owned property. Workers compensation coverage may be provided through the program or as provided in Article III, Subsection E.4 of these protocols.

The requirement for a "wrap-up" insurance program may be waived if the Project Participant can demonstrate such coverage is not available in the commercial insurance market or is not available at a cost comparable to similar insurance for another commercial or civil project with a similar risk profile; in the event of such a waiver, the "Other Risk" insurance requirements of these Protocols shall remain in effect. In addition to such owner-controlled or other "wrap up" insurance program, SDSTA shall control the purchase of its own general liability and pollution coverage as required by the PDA, the cost of which shall be paid by the Project Participant or other external funding source so long as the cost is reasonable.

3. Anything elsewhere in these Protocols to the contrary notwithstanding, property insurance coverage shall not be required for DOE-owned property.

G. SDSTA as a Contractor

1. In a case where SDSTA serves in the capacity of contractor for any service or project, it will provide appropriate additional insured liability insurance coverage for the service or project subject to the exclusions, sub-limits, and other terms of the applicable insurance policy or other coverage document. The Homestake Indemnified Parties shall be named as an insured or additional insured on any such coverage.

2. Such insurance coverage will be provided through SDSTA's captive primary or excess liability tower, or separate commercial policy.

IV. RISK TRANSFER IN LIEU OF OR IN CONJUNCTION WITH COMMERCIAL INSURANCE

A. Overview

There may be instances where Contractors or Project Participants cannot or will not provide commercial insurance with the coverages and limits of coverage described above. The following sections describe when SDSTA will waive or modify insurance requirements or accept "self-insurance."

B. Waiver of Insurance Requirements.

1. There may be situations where it is necessary or appropriate to modify (but not make more restrictive than provided herein) or waive certain insurance requirements. These include situations where:

a) There is negligible risk of loss from a particular activity. For example, where the Contractor will not be operating a vehicle in performance of the work, the business automobile insurance requirement will be waived;

b) Requiring insurance is inconsistent with industry practice. For example, certain service providers may be unwilling to agree to standard insurance requirements, and it may not be able to procure the service from another provider willing to procure the otherwise required insurance coverage. In these situations, SDSTA will do its best to negotiate the most favorable terms possible to adequately protect SDSTA; and

c) The Contractor provides a highly-specialized service such that:

(1) The Contractor has substantial leverage in the negotiation process; and

(2) SDSTA has no reasonable alternative markets for the services required.

2. In these circumstances and where otherwise appropriate, SDSTA in consultation with the Risk Management Consultant (except with respect to the Negligible Risk and Low Risk categories, in which case no consultation is required), will negotiate the most favorable terms possible and will seek alternative means of transferring and mitigating risk, such as bonding, letters of credit, cash deposits, additional training, additional supervision by SDSTA personnel and/or the provision of qualified SDSTA personnel to accompany the Contractor or Project Participants or their Representatives as necessary and appropriate.

3. The Risk Manager, in consultation with the Risk Management Consultant, will consider requests from Contractors and Project Participants to reduce the limits of liability or types of coverage required based on the cost of such insurance to the Contractor or Project Participant if reasonably necessary to enable the Contractor or Project Participant to compete for or participate in work at SURF. Such consideration shall include an evaluation of the risks associated with the specific work to be undertaken and of the consequences to other Contractors, Project Participants, SDSTA, the Homestake Indemnified Parties or others of an uninsured or underinsured loss.

C. Acceptance of Extraordinary Retentions

In some circumstances, SDSTA, after consultation with the Risk Management Consultant, will accept extraordinary retentions in lieu of traditional commercial insurance. For the purposes of these protocols, the term "extraordinary retention" means retention or deductibles of $100,000.00. When evaluating proposals to transfer risk in that fashion, the Risk Manager, in consultation with the Risk Management Consultant, shall consider whether the Contractor is

publicly-traded or the financial strength of Contractors which are not publicly-traded. The Risk Manager may require proof the Contractor has sufficient means to pay claims within the proposed retention amount, including a certification or letter to that effect from a CPA or other consultant

D. Acceptance of Contractor or Project Participant "Self-Insurance"

Some Contractors or Project Participants may offer coverage through a captive insurance company, "self-insurance," or some combination of the foregoing, sometimes coupled with reinsurance or excess insurance. When evaluating the acceptability of such offers, the Risk Manager, in consultation with the Risk Management Consultant, shall consider the following:

1. The ability of the offered coverage to provide scope and amounts of coverage reasonably equivalent to those available with a commercial insurance product.

2. Evidence that the alternative arrangement has sufficient financial security to pay claims as presented. A letter from a CPA or actuary may be required providing the CPA's or actuary's conclusion, after utilizing appropriate accounting or actuarial guidelines, that the offered coverage vehicle has sufficient means to provide the required limits.

3. Evidence that the alternative arrangement has an adequate claims management system in place to provide proper handling of claims should they arise.

E. Insurance or Self-Insurance Purchased or Provided by Project Participant Collaborations

In many instances, there will not be a single Project Participant. Rather, a Project may be sponsored by a collaboration of various public and/or private laboratories or institutions of higher learning. In those circumstances, it is the responsibility of the collaboration, through its Project Participants, to provide commercial insurance, "self-insurance," or some combination of of the foregoing sufficient to satisfy the requirements of these Protocols. Except for Projects in the "Other Risk" category with more than 50 persons underground at any one time and with a cost of $50,000,000 or more, the Risk Manager, in consultation with the Risk Management Consultant, may accept evidence of commercial insurance, self-insurance, of some combination of the foregoing that, taken together, result in limits of liability consistent with those required by these Protocols. Any coverage purchased or otherwise provided by SDSTA for Project Participants is in addition to, and not a substitute for, the coverage required of Project Participants by these Protocols.

V. EVIDENCE OF CONTRACTOR OR PROJECT PARTICIPANT COMPLIANCE

A. Certificates of Insurance or Similar Evidence of Coverage

Each Contractor and Project Participant is required to provide SDSTA with evidence of compliance with SDSTA's insurance requirements prior to commencement of work. The evidence of compliance will consist of a certificate of insurance or similar document issued by the Contractor's insurer or broker, or a similar document issued by a risk pool or "self-insurance" fund. Unless similar assurances of limits, nature and extent of coverage, and exclusions may be obtained from another authoritative source, to the fullest extent possible without violating confidentiality obligations, copies of policies and/or other coverage documents shall be provided upon request.

B. Review

The insurance demonstrated on the evidence of coverage document (which may include a certificate of insurance) will be compared to the contract requirements by the Risk Manager or the Risk Manager's designee. To assist SDSTA personnel reviewing the proof of coverage, the completed contract review checklist may be used in lieu of the actual contract. The Risk Manager or designee will review the evidence of insurance to verify:

1. The Contractor or Project Participant maintains the type of coverage and limits required in the contract, memorandum of understanding, or similar document;

2. The Contractor's or Project Participant's insurers maintain financial ratings acceptable to SDSTA and the Risk Management Consultant;

3. The Contractor's or Project Participant's policies are current;

4. The required "additional insured" language is included with respect to the Contractor's general liability policy (and pollution liability policy where applicable);

5. The appropriate cancellation notice language is included; and

6. Other insurance requirement provisions are compiled with, and the evidence of coverage otherwise contains complete and accurate information.

C. Samples

Sample certificates of insurance are provided in the following appendices.

1. Appendix F – Evidence of insurance required by contracts under Category 2.

2. Appendix G – Evidence of insurance required by contracts under Category 3.

Appendix J includes a certificate of insurance review checklist. SDSTA may use the checklist to assist in and document the review of the evidence of coverage provided. The checklist items are ordered as they would ordinarily appear on a typical certificate of insurance.

D. Examples of Unsatisfactory Evidence of Compliance

When reviewing certificates of insurance there may be omissions, inaccuracies, or other instances where the evidence of coverage does not appear to provide reliable evidence of compliance with SDSTA requirements. Common examples of those deficiencies and how SDSTA responds to them are listed below.

1. The Contractor or Project Participant is not the insured. This may be an error on the part of the issuer. For example, it is possible the parent company of the Contractor is named. If so, SDSTA asks for evidence of coverage that identifies both the parent and its subsidiary as the insured.

2. The insurer is not rated by A.M. Best or maintains an A.M. Best rating below A-, VII.

3. The actual name(s) of the insurer(s) may be missing or inaccurately displayed on the evidence of coverage. The name must be re-confirmed with the agent/broker. If the evidence of coverage does not accurately reflect the name(s) of the coverage provider, the Risk Manager shall be notified and the evidence rejected.

4. Contractor or Project Participant evidences of coverage have effective dates later than the contract or memorandum of understanding effective date. The Contractor or Project Participant must provide documentation evidencing coverage effective prior to or coincidental with the contract's effective date or the project's initiation date.

5. Contractor or Project Participant coverages expire prior to contract expiration or project completion SDSTA will schedule follow-up contact with the Contractor, Project Participant, or its or their broker or other representative at the time the evidence of coverage is scheduled to be renewed. The date scheduled for follow-up will be no less than two (2) weeks prior to expiration of the coverage. SDSTA will request that updated proof be issued evidencing coverage with a coverage period of an additional twelve (12) months. The failure to maintain continuous coverage will result in a stop work order from SDSTA.

6. The evidence provided does not match SDSTA requirements. The Contractor or Project Participant must supply evidence of the coverage required. Some Contractors or Project Participants may have more than one coverage provider. If the evidence of coverage being reviewed does not include all required coverages, it is possible the Contractor or Project Participant needs to request the other coverage providers to issue documentation evidencing the missing insurance.

7. Coverage limits do not match SDSTA requirements. Be sure excess liability limits are considered. These limits are often listed separately on the evidence of coverage, and are not included in the commercial general liability coverage limits. If necessary, the Contractor or Project Participant must submit revised evidence of coverage evidencing the required limits.

8. The evidence of coverage does not include evidence of the existence of an additional insured endorsement naming the appropriate parties as additional insureds. The evidence provided may fail to identify one or all of the appropriate parties as additional insured. If the Contractor or Project Participant is unwilling to provide evidence of this endorsement with appropriate language, notify the Risk Manager and reject the certificate(s).

9. The evidence of coverage discloses a retention and/or deductible in excess of the amount permitted under these Protocols. SDSTA is relying on the evidence of coverage issuer to report retentions on the evidence documentation.

10. Cancellation notice is less than 10 days for nonpayment and 30 days for other causes or is unspecified. New evidence indicating the proper notice of cancellation of provision will be requested.

11. The evidence is not authenticated in some appropriate fashion. The Contractor or Project Participant must provide authenticated evidence of coverage prior to commencement of work.

Appendix A

Property Donation Agreement (Excerpts)

1.1(hhh-1) "Risk Manager" means a qualified Person employed by the Authority for the purpose of managing the risk of the Authority.

(b). Section 6.10 - Covenants in Leases and Agreements – is amended to read as follows:

6.10(a) Prior to authorizing any Person, including any Representative of the State or the Authority, to enter the Underground Property, the Authority shall prepare a written agreement, in a form consistent with best industry practices for the underground mining industry and that is reasonably acceptable to Homestake, that includes, among other things, (i) a declaration that the Person has investigated the risks associated with the Surface Property and the Underground Property, (ii) a declaration that the Person has developed an informed understanding of the risks associated with going underground, and (iii) an agreement that the Person will and does release, discharge and agree not to sue any Homestake Indemnified Party from or as a result of any damage or injury to such Person or its property. The Authority covenants that, as a condition of entering the Underground Property, each Person requesting to enter the Underground Property will be required to execute such written agreement, provided, that an Authorized Entrant will not be required to execute such written agreement.

(b). Prior to authorizing any Contractor or Project Sponsor or its or their Representatives to enter the Underground Property, the Authority shall prepare a written agreement, in a form that is reasonably acceptable to Homestake, that includes, among other things, (i) a declaration that the Contractor or Project Sponsor, as applicable, has investigated the risks associated with the Surface Property and the Underground Property, (ii) a declaration that the Contractor or Project Sponsor, as applicable, has developed an informed understanding of the risks associated with going underground, and (iii) an agreement to be executed by each Contractor in which it agrees that it will and does release, discharge and agree not to sue the Homestake Indemnified Parties with respect to any damage or injury to any Person or property caused by the Contractor or its Representatives and an agreement to be executed by each Project Sponsor in which it agrees that it will and does release, discharge and agree not to sue the Homestake Indemnified Parties with respect to any damage or injury to any Person or property caused by the Project Sponsor or its Representatives. The Authority covenants that, as a condition of permitting any Contractor or its Representatives or any Project Sponsor or

its Representatives to enter the Underground Property, each Contractor or Project Sponsor requesting to enter the Underground Property on its own behalf or on behalf of its Representatives will be required to execute such written agreement.

(c) The Authority shall retain all written agreements executed pursuant to paragraphs (a) and (b) of this Section and shall not destroy them with respect to any Person until seven years after the last occupancy of the Assets by that Person.

(d) The Authority shall employ a Risk Manager on a full-time basis (though the Risk Manager may perform other duties for the Authority). The Risk Manager shall report to the Executive Director, but shall also have the separate and independent duty and ability to report directly to the Board of Directors. The Authority shall, in consultation with a reputable independent risk management consultant, adopt a written risk management plan that includes, among other things, (i) general categories of Contractors and Project Sponsors, organized by level of risk, (ii) the types of coverage and limits of liability to be required for each category, (iii) a requirement that the Homestake Indemnified parties be named as additional insureds on all commercial insurance policies required of Project Sponsors, (iv) the criterion used to determine whether the Homestake Indemnified Parties must be named as additional insureds on commercial insurance policies required of Contractors, and (v) the criterion to be used to determine whether a retained risk plan or pool is acceptable in combination with or in lieu of commercial insurance. The risk management plan shall delegate to the Risk Manager the power to categorize a Contractor or Project Sponsor. As to relatively low levels of risk, the risk management plan shall provide that the Risk Manager's decision concerning types of coverage, limits of liability and whether a retained risk plan or pool is acceptable in combination with or in lieu of commercial insurance shall be final. As to relatively high levels of risk, the Risk Manager's decision shall be subject to review and approval by a reputable independent risk management consultant. The Authority shall fully implement and not deviate from said risk management plan; provided, however, that the Authority may amend the risk management plan from time-to-time so long as it provides a copy to Homestake prior to implementation. Until such time as the risk management plan has been adopted and implemented, and a copy provided to Homestake, the original provisions of this Section 6.10 (prior to this Amendment) shall remain in full force and effect.

Appendix B

Standard Indemnification Clause

To the fullest extent permitted by law, [Contractor][Consultant] (the "Indemnifying Party) agrees to hold harmless and indemnify the Homestake Indemnified Parties, the SDSTA, the State of South Dakota, and the elected officials, directors, officers, employees, agents and representatives of SDSTA and the State of South Dakota (individually, an "Indemnified Party" and collectively, the "Indemnified Parties")

from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of the negligence, intentional acts, misconduct, error or omission of the Indemnifying Party and of any officer, agent, subcontractor of any tier, consultant or employee of the Indemnifying Party but only to the extent of the Indemnifying Party's negligence, misconduct, error or omission or the negligence, misconduct, error or omission of the of an officer, agent, subcontractor of any tier, consultant, or employee of the Indemnifying Party. This section does not require the Indemnifying Party to indemnify an Indemnified Party from claims or liability to the extent the claim or liability arises out of the acts or omissions of the Indemnified Party.

In the event of a claim against an Indemnified Party by an employee of the Indemnifying Party or any sub-tier contractor or consultant, anyone directly or indirectly employed by the Indemnifying Party, any sub-tier contractor or consultant of the Indemnifying Party, or anyone for whose acts the Indemnifying Party may be liable, the obligation to indemnify set forth in this indemnification clause shall not be subject to any limitation on amount or type of damages, compensation, or benefits payable by or for the Indemnifying Party or any sub-tier contractor or consultant under workers compensation acts, disability benefit acts, or other employee benefit acts.

As used in this indemnification clause, the term "Homestake Indemnified Parties" means Barrick Gold Corporation ("Barrick"); Homestake Mining Company of California ("Homestake"); the affiliates of Barrick or Homestake, and the invitees, licensees, contractors, directors, officers, employees, agents, and any other person that Barrick or Homestake invites upon or authorizes to enter SURF.

Appendix C

Acknowledgment of Risk

Name: _____

Affiliation: _____

Date: _____

South Dakota Science and Technology Authority
Sanford Underground Research Facility (SURF)

ACKNOWLEDGEMENT OF RISK

Must be signed before going underground.
Persons under the age of 18 are not permitted underground.

In consideration for being permitted to enter upon the property of the South Dakota Science and Technology Authority (referred to in this document as the "Authority") located in and near Lead, South Dakota, including both the surface property and the underground workings and facilities owned by the Authority (referred to in this document as the "Authority's Surface Property" or the "Authority's Underground Property" and collectively, the "Authority's Property"), which permission was granted at my request, I do hereby freely and knowingly state, declare and agree as follows:

(Initial) _____ 1. I have independently investigated the risks to my health, life, and safety and the risks of damage to my property resulting from my entry, presence, and activities upon and in the Authority's Property, including both the surface property and the underground property. Based upon that investigation, I have developed an informed understanding of the risks to me and my property resulting from my entry, presence, and activities upon either or both of the Authority's Surface Property and the Authority's Underground Property.

(Initial) _____ 2. Without limiting the generality of paragraph 1 above, I am aware the Authority's Surface Property is a former commercial mine which includes and contains heavy machinery, high-voltage electrical connections and conduits, open catwalks and other elevated walkways, apparent and hidden hazards of tripping or falling, industrial and mining chemicals and other agents, naturally-occurring minerals, naturally-occurring land and environmental conditions that are potentially hazardous, fully or partially reclaimed mine facilities (including but not limited to, open pits, underground mine workings, process plants and waste rock areas), possible air-borne contaminants, high-pressure lines and vessels, falling or low-hanging items that present a risk of head injury and numerous other serious apparent, and unapparent risks to my health, life and safety and risks of damage to my property.

(Initial) _____ 3. Without limiting the generality of paragraph number 1 above, I am further aware that in addition to the risks associated with the Authority's Surface Property described in paragraph 2 above, the Authority's Underground Property is also a former commercial mine and it also includes and contains heavy machinery, high-voltage electrical connections and conduits, open catwalks and other elevated walkways, underground mine workings, apparent and hidden hazards of tripping or falling, industrial and mining chemicals and agents, naturally-occurring minerals, naturally-occurring geologic and environmental conditions that are potentially hazardous, possible air-borne contaminants, high-pressure lines and vessels, and falling or low-hanging rock or other items that present a risk of head injury. I am further aware that going underground involves a substantial risk of underground fires, underground floods, roof falls and collapse, failure of lifts, hoists and ventilation equipment, suffocation, being

ACKNOWLEDGEMENT OF RISK

trapped, being crushed to death, and numerous other serious apparent and unapparent risks to my health, life and safety, and risk of damage to my property.

(Initial) _____ 4. Without limiting the generality of paragraph number 1 above, I am further aware that access to and presence in the Authority's Underground Property will require me to be in close proximity to others, such that compliance with the recommendations of public health agencies concerning physical distancing may not be possible. My access to and presence within the Authority's Underground Property may result in my exposure to biological contaminants, viruses, and other communicable diseases including but not limited to Covid-19. I am aware that accessing the Authority's Underground Property involves the potential for exposure to biological contaminants, including viruses, and other communicable diseases which may result in my untimely death, numerous other serious apparent or unapparent risks to my long-term health and well-being, life and safety, and could result in permanent debilitation, injury and death.

(Initial)_____ 5. I acknowledge that accessing the Authority's Surface Property or the Authority's Underground Property while under the influence of alcohol, cannabis (including medical cannabis), and other drugs is strictly prohibited. I further acknowledge that doing so may increase the possibility of injury or death.

(Initial) _____ 6. I acknowledge I have the time, knowledge, and experience to make an intelligent choice concerning whether to assume the risk associated with my entry, and activities upon or in the Authority's Surface Property, the Authority's Underground Property, or both.

(Initial) _____ 7. I do hereby voluntarily, freely, and unconditionally assume any and all risk of damage to my health, personal injury, death, and damage to my property in any way associated with my entry, presence, or activities upon, in, or around Authority's Surface Property and the Authority's Underground Property.

(Initial) _____ 8. I acknowledge that I have been given a safety briefing or safety training, and I agree to abide by guidelines explained during that briefing or training.

(Initial) _____ 9. In the interest of safety and security, I agree that any person or property may be subject to inspection by Authority personnel at any time I am on Authority property.

(Initial) _____ 10. I acknowledge that my failure to comply with any applicable law, regulation, rule, or policy (including the guidelines explained during my safety briefing or safety training) is grounds for the Authority to immediately revoke my permission to enter Authority's Property, to order me to immediately leave the Authority's Property, and to deny me future access to the Authority's Property. I agree to immediately comply with all directions given by the Authority to me pursuant to this paragraph.

(Initial) _____ 11. I have been provided and have read and signed (or will sign), a document entitled "RELEASE, AGREEMENT NOT TO SUE AND WAIVER."

South Dakota Science and Technology Authority
Sanford Underground Research Facility (SURF)

ACKNOWLEDGEMENT OF RISK

(Initial) _____ 12. I acknowledge that I have provided valid personal identification to Authority Personnel.

I HAVE READ THIS ACKNOWLEDGEMENT OF RISK, CONSISTING OF THREE PAGES AND TWELVE NUMBERED PARAGRAPHS. I FULLY UNDERSTAND ITS TERMS AND THE RISKS DESCRIBED IN IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME.

ANY CHANGE TO THE PRE-PRINTED TERMS OF THIS DOCUMENT IS VOID AND UNENFORCEABLE.

DATED this _____ day of _____, 20____.

_____
[PRINT NAME]

I HAVE READ THIS ACKNOWLEDGEMENT

_____
[SIGNATURE]

I am requesting permission to enter the Authority's Property as an officer, agent, employee, consultant, scientific investigator, student, visitor, and I am otherwise affiliated with _____.

FOR OFFICE USE ONLY:

ONLY SDSTA PERSONNEL MAY ACT AS WITNESSES

Witnessed by:_____
[Print Name]

Witnessed by:_____
[Signature]

Logged by:_____
[Print Name]

Appendix D

Release, Agreement Not to Sue and Waiver

Name: _____

Affiliation: _____

Date: _____

South Dakota Science and Technology Authority
Sanford Underground Research Facility (SURF)

Must be signed before going underground.
Persons under the age of 18 are not permitted underground.

RELEASE, AGREEMENT NOT TO SUE, AND WAIVER

In consideration for being permitted to enter upon the property of the South Dakota Science and Technology Authority (referred to in this document as the "Authority") located in and near Lead, South Dakota, including both the surface property and the underground workings and facilities owned by the Authority (referred to in this document as the "Authority's Surface Property" or the "Authority's Underground Property" and collectively, the "Authority's Property"), which permission was granted at my request, I do hereby freely and knowingly state, declare and agree as follows:

(Initial) _____ 1. I have today been provided and have read and signed a form entitled "ACKNOWLEDGEMENT OF RISK," which describes in general terms the numerous apparent and unapparent risks of serious bodily injury, death, or damage to my property, which exists on and in both the Authority's Surface Property and the Authority's Underground Property.

(Initial) _____ 2. Being fully aware of the risks as described in the accompanying "ACKNOWLEDGEMENT OF RISK," I do hereby voluntarily, freely, and unconditionally release and agree not to sue the following persons and entities for any damage to my health, bodily injury, death and/or damage to my property in any way associated with my entry, presence or activities upon, in, or around the Authority's Surface Property and/or the Authority's Underground Property, and I further hereby waive any such claims I may have against the following persons and entities, whether arising in tort, contract, or otherwise. This release, agreement not to sue and waiver is given in favor of the following persons and entities:

(Initial) _____ (a). The State of South Dakota and its elected representatives and officers, unelected officers, employees, agents, consultants and representatives; and

(Initial) _____ (b). The South Dakota Science and Technology Authority and its officers, directors, employees, agents, consultants and representatives, and any visitor, contractor, consultant, or any other person (natural or otherwise) that the South Dakota Science and Technology Authority directs to, invites or permits upon, or authorizes to use the Authority's Property and its or their agents, representatives, consultants, lessees, licensees, and invitees; and

RELEASE, AGREEMENT NOT TO SUE AND WAIVER

(Initial) _____ (c). The Barrick Gold Corporation; any person, partnership, joint venture, corporation, or any other form of enterprise which directly or indirectly controls, is controlled by or is under common control with Barrick Gold Corporation; any officer, director, employee, agent or consultant of Barrick Gold Corporation; and any visitor, contractor, consultant, or any other person (natural or otherwise) that Barrick Gold Corporation directs to, invites or permits upon or authorizes to use the Authority's Property and its or their agents, representatives, consultants, lessees, licensees, and invitees; and

(Initial) _____ (d). Homestake Mining Company of California, any person, partnership, joint venture, corporation, or any other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with Homestake Mining Company of California; any officer, director, employee, agent, or consultant of Homestake Mining Company of California; and any visitor, contractor, consultant, or any other person (natural or otherwise) that Homestake Mining Company of California directs to, invites, or permits upon, or authorizes to use the Authority's Property and its or their agents, representatives, consultants, lessees, licensees, and invitees; and

(Initial) _____ (e). Mr. T. Denny Sanford or any other person or entity providing funding or other support for the construction, operation, and maintenance of the Authority, the Authority's Property, and/or the Sanford Underground Research Facility; and

(Initial) _____ (f). The Sanford Underground Research Facility Foundation ("SURFF"), its officers, directors, organizers, managers, employees, agents, consultants and representatives, and any visitor, contractor, consultant, or any other person (natural or otherwise) that SURFF directs to, invites, or permits upon, or authorizes to use the Authority's Surface Property or the Authority's Underground Property, leasehold interest or licenses, and their agents, representatives, consultants, lessees, licensees, and invitees.

(Initial) _____ 3. I understand that this document does not act to release, discharge, or waive any rights I may have as against my employer to compensation or the payment of medical expenses under applicable workers' compensation law.

(Initial) _____ 4. The release, agreement not to sue and waiver contained in this document includes any and all claims I or my heirs, representatives, successors, or assigns (including, but not limited to, my family) may have as a result of any damage to my health, injury to me, my death, or damage to my property, including incidental and consequential damages and loss of income, support, and companionship.

(Initial) _____ 5. I agree that if a court or other tribunal with jurisdiction rules that some portion of this document is for any reason unenforceable, the remaining portions of this document shall remain valid and enforceable.

(Initial) _____ 6. The release and waiver contained in this document and my agreement not to sue the parties named above is and will be binding on me and my heirs, representatives, successors, and assigns (including, but not limited to, my spouse and other family).

South Dakota Science and Technology Authority
Sanford Underground Research Facility (SURF)

RELEASE, AGREEMENT NOT TO SUE AND WAIVER

(Initial) _____ 7. I acknowledge that I have provided valid personal identification to Authority Personnel.

I HAVE READ THIS RELEASE, AGREEMENT NOT TO SUE AND WAIVER, CONSISTING OF THREE PAGES AND SEVEN NUMBERED PARAGRAPHS. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, AGREEMENT NOT TO SUE AND WAIVER OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ANY CHANGE TO THE PRE-PRINTED TERMS OF THIS DOCUMENT IS VOID AND UNENFORCEABLE.

DATED this _____ day of _____, 20____.

_____
[PRINT NAME]

I HAVE READ THIS RELEASE, AGREEMENT NOT TO SUE AND WAIVER

_____
[SIGNATURE]

I am requesting permission to enter the Authority's Property as an officer, agent, employee, consultant, scientific investigator, student, visitor, and I am otherwise affiliated with _____.

FOR OFFICE USE ONLY:

ONLY SDSTA PERSONNEL MAY ACT AS WITNESSES

Witnessed by:_____
[Print Name]

Witnessed by:_____
[Signature]

Logged by:_____
[Print Name]

Appendix E

Standard Insurance Requirements

1. Category One "Negligible Risk" - No insurance is required unless special circumstances warrant otherwise.

2. Category Two "Low Risk"

   A. Minimum Insurance - Prior to commencement of work, the Contractor or Project Participant will procure and maintain the following insurance.

      i. Commercial general liability insurance with limits of liability not less than $1,000,000.00 per occurrence, $2,000,000.00 general aggregate, including products/completed operations and, if not covered by a separate automobile liability policy, hired and non-owned automobiles covering bodily injury, property damage, and personal injury and advertising injury.

      ii. Business automobile for leased and/or owned automobiles, liability insurance with limits not less than $1,000,000.00 combined single limit per accident for bodily injury and property damage. Such insurance shall include coverage for owned, non-owned, and hired automobiles.

      iii. For contracts involving professional services, professional liability insurance coverage (Errors and Omissions Coverage) with limits not less than $1,000,000.00 per claim and annual aggregate. If professional liability coverage is required, coverage shall be maintained for a period of no less than three years after completion of the work under the agreement or, if policy is cancelled, extended reporting period to equal the same.

      iv. Workers' Compensation and Employers' Liability covering payment of workers' compensation benefits for injury, death, occupational disease, or hearing loss as provided by South Dakota law, secured by workers' compensation insurance or by self-insurance or other means permitted under SDCL Ch. 62-5 which is acceptable to the SDSTA along with Employers' Liability limits of $1,000,000.00 per accident, $1,000,000.00 each employee by disease, and a policy limit of $1,000,000.00 by disease, or if not available, such other coverage as is described in subsection III.E.4 of the Risk Transfer Protocols.

   B. Insurance Provisions Applicable to Coverages in Category Two ("Low Risk")

      i. Commercial General Liability and Automobile Liability Coverages:

a. Provide general liability coverage (including contractual liability, broad form property damage coverage, and severability of interest) at least as broad as the industry standard Insurance Services Office ("ISO") form CG 00 01, or its equivalent; and CA 00 01 with regard to automobile liability coverage, or its equivalent.

b. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, employees; University of Chicago and its officers, agents, and employees; Universities Research Association, Inc., and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees, and agents and any visitor, contractor or consultant Homestake or Barrick invites onto, allows or authorizes to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of any Contractor or Project Participant; products and completed operations of any Contractor or Project Participant; premises owned, leased, or used by any Contractor or Project Participant; and automobiles owned, leased, hired, or borrowed by any Contractor or Project Participant. The coverage shall contain no special limitations on the scope of protection afforded to SDSTA, its officers, directors, or employees. All additional insureds coverage must include ongoing and completed operations.

b. Contractor's or Project Participant Participant's insurance coverage shall be primary insurance as respects SDSTA officers, agents, and employees. Any insurance or self-insurance maintained by SDSTA, its officers, agents, and employees shall not contribute with Contractor's or Project Participant's insurance.

c. Any failure to comply with reporting provisions of the Contractor's or Project Participant's policies by the Contractor or Project Participant shall not affect coverage provided SDSTA, its officers, agents, and employees.

d. Coverage shall state the Contractor's or Project Participant Participant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of SDSTA and its officers, agents, and employees, the State of South Dakota and officers, agents, and

employees, ; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of each of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow to authorize to use SURF; Fermi Research Alliance, LLC, and its officers, agents, and employees; and the United States Department of Energy and its officers, agents, and employees.

ii. Workers' Compensation and Employers' Liability

a. Coverage shall contain a waiver of subrogation in favor of the SDSTA, its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, and employees; and the United States Department of Energy and its officers, agents, and employees; and Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow to authorize to use SURF.

iii. All Coverages

a. Each insurance policy or other coverage document shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the SDSTA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the SDSTA as provided in the Risk Transfer Protocol manual.

c. Evidence of Insurance - Prior to commencement of work, the Contractor or Project Participant shall furnish the SDSTA with certificates or other evidence of compliance with the insurance requirements above. To the fullest extent possible, the Contractor or Project Participant must provide complete, certified copies of all required insurance policies or documentation of self-insurance if requested by the SDSTA.

d. Acceptability of Insurers – Commercial Insurance shall be placed with reputable insurers acceptable to the SDSTA with an A.M. Best rating of A, VII or higher.

C. Pollution Liability

Contractor's pollution liability insurance is required for construction contracts of $50,000.00 or more and for equipment procurement or installation when the installation or testing of the equipment involves the use of asphyxiants (including otherwise benign gases or vapors which displace breathable air) or the use of hazardous or other materials excluded from coverage under a commercial general liability policy. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, employees; University of Chicago and its officers, agents, and employees; Universities Research Association, Inc., and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow or authorize to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of any Contractor or Project Participant.

3. Category Three "Intermediate Risk"

A. Minimum Insurance - Prior to commencement of work, the Contractor or Project Participant will procure and maintain the following insurance:

i. Commercial general liability insurance with limits of liability of not less than $5,000,000.00 per occurrence, $5,000,000.00 general aggregate, $5,000,000.00 products/completed operations and, if not covered by a separate automobile liability policy, hired and non-owned automobiles covering bodily injury, property damage, and personal and advertising. These limits of liability may be achieved through a combination of commercial general liability insurance and a follow-form excess or umbrella policy.

ii. In the case of leased or owned automobiles, business automobile liability insurance with limits not less than $1,000,000.00 combined single limit per accident for bodily injury and property damage. Such insurance shall include coverage for owned, non-owned, and hired automobiles.

iii. For contracts involving professional services, professional liability insurance coverage (Errors and Omissions Coverage) with limits not less than $3,000,000.00

per claim and annual aggregate. If professional liability coverage is required, coverage shall be maintained for a period of no less than three years after completion of the work under the agreement or, if policy is cancelled, extended reporting period to equal the same. Professional liability coverage shall not be required of Project Participants who are self-performing the design of equipment associated with an experiment located at SURF or the employees of such Project Participants.

iv. Workers' Compensation and Employers' Liability covering payment of workers' compensation benefits for injury, death, occupational disease, or hearing loss as provided by South Dakota law, secured by workers' compensation insurance or by self-insurance or other means permitted under SDCL Ch. 62-5 which is acceptable to the SDSTA along with Employers' Liability limits of $1,000,000.00 per accident, $1,000,000.00 each employee by disease, and a policy limit of $1,000,000.00 by disease, or if not available, such other coverage as is described in subsection III.E.4 of the Risk Transfer Protocols.

B. Insurance Provisions Applicable to Coverages in Category Three ("Intermediate Risk")

i. Commercial General Liability and Automobile Liability Coverages:

a. Provide general liability coverage (including contractual liability, broad form property damage coverage, and severability of interest) at least as broad as the industry standard Insurance Services Office ("ISO") form CG 00 01, or its equivalent; and CA 00 01 with regard to automobile liability coverage, or its equivalent.

b. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, and employees; University of Chicago and its officers, agents, and employees; Universities Research Association, Inc., and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow or authorize to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of Contractor or Project Participant; products and completed operations of Contractor or Project Participant; premises, owned, leased, or used by Contractor or Project

Participant; and automobiles owned, leased, hired, or borrowed by Contractor or Project Participant. The coverage shall contain no special limitations on the scope of protection afforded to the SDSTA, and its officers, agents, and employees. All additional insureds coverage must include ongoing and completed operations.

c. Contractors or Project Participant 's insurance coverage shall be primary insurance as respects SDSTA officers, agents, and employees. Any insurance or self-insurance maintained by SDSTA, its officers, agents, and employees shall not contribute with Contractors or Project Participant 's insurance.

d. Any failure to comply with reporting provisions of the Contractor's or Project Participant's policies by the Contractor or Project Participant shall not affect coverage provided SDSTA, and its officers, agents, and employees.

e. Coverage shall state that Contractor or Project Participant 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage shall contain a waiver of subrogation in favor of the SDSTA and its officers, directors, agents, and employees; the State of South Dakota and its officers, directors, agents and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow or authorize to use SURF; Fermi Research Alliance, LLC, and its officers, agents, and employees; and the United States Department of Energy and its officers, agents, and employees.

ii. Workers' Compensation and Employers' Liability

a. Coverage shall contain a waiver of subrogation in favor of the SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents and any visitor, contractor or consultant Homestake or Barrick invite onto or allow or authorize to use SURF.

iii. All Coverages

a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the SDSTA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the SDSTA as provided in the Risk Transfer Protocol manual

c. Evidence of Insurance - Prior to commencement of the work, the Contractor or Project Participant shall furnish the SDSTA with certificates or other proof evidencing compliance with the insurance requirements above. The Contractor agrees to provide complete, certified copies of all required insurance policies if requested by the SDSTA.

d. Acceptability of Insurers - Insurance shall be placed with reputable insurers acceptable to the SDSTA with at least an A.M. Best rating of A – VII or higher.

C. Changes and Amendments to Requirements

i. The Risk Manager, in consultation with the Risk Management Consultant, may modify (but not make more restrictive) any of the requirements for Category 3 above after taking into account whether the activity will be underground or on the surface, the duration, the nature and complexity of any activity taking place underground; and the SDSTA's potential exposure to loss resulting from the activity.

D. Subcontractors and Consultants

i. The categories of risk and insurance requirements for each shall apply not only to the general contractor, but also to all subcontractors, consultants, and others doing work in connection with a contract or Project under the direction or auspices of a Contractor or Project Participant. A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, taking into account the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by

the Contractor or Project Participant. When SDSTA is the contracting party (as "owner" or equivalent), SDSTA will determine the categories of risk and applicable insurance requirements for subcontractors and consultants, and require proof of the existence of such insurance as provided in these Protocols. When FRA or a Project Participant is the contracting party (as a subcontractor to DOE or "owner" or equivalent), SDSTA must approve the categories of risk and applicable insurance for the general contractor (as between FRA or the Project Participant and the contractor).The categories of risk and applicable insurance requirements for all subcontractors shall be determined by the general contractor (as between FRA or the Project Participant and the contractor), taking into account the work to be done by the general contractor and the interrelationship of that of that work with other work to be undertaken by the subcontractor; provided, however, that in no event may the limits required of a subcontractor doing work on the Surface Property only be less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate, nor may the limits required of a subcontractor doing any work in the Underground Property be less than $5,000,000.00 per occurrence and $5,000,000.00 aggregate . The general contractor (as between FRA or Project Participant and the contractor) shall certify to SDSTA that it has required appropriate limits of liability of its subcontractors utilizing the criteria set out in this subparagraph and that the subcontractors have such insurance in place.

E. Pollution Liability

Contractor's pollution liability insurance is required for construction contracts of $50,000.00.00 or more and for equipment procurement or installation when the installation or testing of the equipment involves the use of asphyxiants (including otherwise benign gases or vapors which displace breathable air) or the use of hazardous or other materials excluded from coverage under a commercial general liability policy. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, employees; University of Chicago and its officers, agents, and employees; Universities Research Association, Inc., and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents, and any visitor, contractor or consultant Homestake or Barrick invite onto or allow to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of any Contractor or Project Participant.

4. Category Four ("Other Risk")

A. Minimum Insurance - Prior to commencement of work, the Contractor, or Project Participant will procure and maintain the following minimum types and levels of insurance:

i. Commercial general liability insurance with limits of liability of not less than $10,000,000.00 per occurrence, $10,000,000.00 general aggregate, $5,000,000.00 products completed/operations and (if not covered by a separate automobile liability policy) hired and non-owned automobiles covering bodily injury, property damage, and personal and advertising injury. These limits may be satisfied with a combination of an underlying commercial general liability policy and an appropriate umbrella or excess policy.

ii. In the case of leased or owned automobiles, business automobile liability insurance with limits of $1,000,000 combined single limit per accident for bodily injury and property damage OR greater per accident, as determined by the Risk Manager in collaboration with Independent Risk Consultant. Such insurance shall include coverage for owned, non-owned, and hired automobiles.

iii. For contracts involving professional services, professional liability insurance coverage (Errors and Omissions Coverage) with limits of $3,000,000.00 per claim and $3,000,000.00.00 annual aggregate or $5,000,000.00 per claim and $10,000,000.00 aggregate for contracts involving design work for excavation and other work involving a risk of subsidence or collapse in the Underground Property. If professional liability coverage is required, coverage shall be maintained for a period of no less than three years after completion of the work under the agreement or, if policy is cancelled, extended reporting period to equal the same. Professional liability coverage shall not be required of Project Participants who are self-performing the design of equipment associated with an experiment located at SURF or the employees of such Project Participant.

iv. Workers' Compensation and Employers' Liability covering payment of workers' compensation benefits for injury, death, occupational disease, or hearing loss as provided by South Dakota law, secured by workers' compensation insurance or by self-insurance or other means permitted under SDCL Ch. 62-5 which is acceptable to the SDSTA along with Employers' Liability limits of $1,000,000.00 per accident, $1,000,000.00 each employee by disease, and a policy limit of $1,000,000.00 by

disease, or if not available, such other coverage as is described in subsection III.E.4 of the Risk Transfer Protocols.

B. Insurance Provisions Applicable to Coverages in Category Four ("Other Risk")

i. Commercial General Liability and Automobile Liability Coverages.

a. Provide general liability coverage (including contractual liability, broad form property damage coverage, and severability of interest) at least as broad as the industry standard Insurance Services Office ("ISO") form CG 00 01, or its equivalent; and CA 00 01 with regard to automobile liability coverage, or its equivalent.

b. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, its officers, agents, and employees; University of Chicago and its officers, agents, and employees; Universities Research Association, Inc. and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees, and agents and any visitor, contractor or consultant Homestake or Barrick invites onto, allows or authorizes to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of Contractor or Project Participant ; products and completed operations of Contractor or Project Participant ; premises, owned, leased, or used by Contractor or Project Participant ; and automobiles owned, leased, hired, or borrowed by Contractor or Project Participant . The coverage shall contain no special limitations on the scope of protection afforded to the SDSTA, its officers, directors, or employees. All additional insureds coverage must include ongoing and completed operations.

c. Contractors or Project Participant 's insurance coverage shall be primary insurance as respects SDSTA and its officers, directors, and employees. Any insurance or self-insurance maintained by SDSTA, its officers, directors, and employees shall not contribute with Contractors or Project Participant 's insurance.

d. Any failure to comply with reporting provisions of the Contractor's or Project Participant's policies by the Contractor or Project Participant shall not affect coverage provided SDSTA, its officers, directors, and employees.

e. Coverage shall state that Contractor or Project Participant 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage shall contain a waiver of subrogation in favor of the SDSTA and its officers, directors, and employees; Fermi Research Alliance, LLC, its officers, directors, and employees; the United States Department of Energy and officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents and any visitor, contractor or consultant Homestake or Barrick invite onto, allows or authorizes to use SURF..

g. Include a provision or endorsement that the insurer will not raise any coverage defense based on the statutory immunity of the State of South Dakota, the SDSTA, or the Homestake Indemnified Parties.

ii. Workers' Compensation and Employers' Liability

a. Coverage shall contain a waiver of subrogation in favor of the SDSTA and its officers, directors, and employees; Fermi Research Alliance, LLC, its officers, directors, and employees; the United States Department of Energy and officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents and any visitor, contractor or consultant Homestake or Barrick invites onto, allows or authorizes to use SURF.

iii. All Coverages

a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the SDSTA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the SDSTA as provided in the Risk Transfer Protocol manual.

c. Evidence of Insurance - Prior to commencement of the work, the Contractor or Project Participant shall furnish the SDSTA with certificates or other proof evidencing compliance with the insurance requirements above. To the fullest extent possible consistent with applicable privacy obligations, the Contractor agrees to provide complete, certified copies of all required insurance policies if requested by the SDSTA.

d. Acceptability of Insurers - Insurance shall be placed with reputable insurers acceptable to the SDSTA with at least an A.M. Best rating of A, VII or higher.

C. Changes or Amendments to Requirements

i. The Risk Manager may modify (but not make more restrictive) any of the requirements in the sections above after taking into account whether the activity will be underground or on the surface, the duration, the nature and complexity of any activity taking place underground; and the SDSTA's potential exposure to loss resulting from the activity.

D. Subcontractors and Consultants

i. The categories of risk and insurance requirements for each shall apply not only to the general contractor, but also to all subcontractors, consultants, and others doing work in connection with a contract or Project under the direction or auspices of a Contractor or Project Participant. A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, taking into account the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor or Project Participant. When SDSTA is the contracting party (as "owner" or equivalent), SDSTA will determine the categories of risk and applicable insurance requirements for subcontractors and consultants, and require proof of the existence of such insurance as provided in these Protocols. When FRA or a Project Participant is the contracting party (as a subcontractor to DOE or "owner" or equivalent), SDSTA must approve the categories of risk and applicable insurance for the general contractor (as between FRA or the Project Participant and the contractor).The categories of risk

and applicable insurance requirements for all subcontractors shall be determined by the general contractor (as between FRA or the Project Participant and the contractor), taking into account the work to be done by the general contractor and the interrelationship of that of that work with other work to be undertaken by the subcontractor; provided, however, that in no event may the limits required of a subcontractor doing work on the Surface Property only be less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate, nor may the limits required of a subcontractor doing any work in the Underground Property be less than $5,000,000.00 per occurrence and $5,000,000.00 aggregate . The general contractor (as between FRA or Project Participant and the contractor) shall certify to SDSTA that it has required appropriate limits of liability of its subcontractors utilizing the criteria set out in this subparagraph and that the subcontractors have such insurance in place.

E. Pollution Liability

Contractor's pollution liability coverage is required for construction contracts of $50,000.00 or more and for and for equipment procurement or installation when the installation or testing of the equipment involves the use of asphyxiants (including otherwise benign gases or vapors which displace breathable air) or hazardous or other materials excluded from coverage under a commercial general liability policy. SDSTA and its officers, agents, and employees; Fermi Research Alliance, LLC, and its officers, agents, employees; University of Chicago and its officers, agents, and employees; Universities Research Association, Inc. and its officers, agents, and employees; the United States Department of Energy and its officers, agents, and employees; Barrick Gold Corporation, Homestake Mining Company of California, and the affiliates of Barrick and Homestake, and each of its and their officers, directors, employees and agents and any visitor, contractor or consultant Homestake or Barrick invite onto, allows or authorizes to use SURF are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of any Contractor or Project Participant.

F. Large "Other Risk" projects.

Coverage for large "Other Risk" projects shall be provided as set out in Article III, Subsection F.2 of these Protocols.

Exhibit F

Sample Certificate of Insurance:

Evidencing Compliance with Insurance Requirements in Category 2

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ABC Insurance Company	
INSURER B : 123 Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Contract Party

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY	X	X	123456789X	8/1/2023	8/1/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] OTHER:						SIR/Deductible	$ 50,000
A	AUTOMOBILE LIABILITY	X	X	123456789X	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	123456789Y	8/1/2023	8/1/2024	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability (Errors & Omissions)						Per Claim Annual Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

South Dakota Science and Technology Authority
630 E. Summit Street
Lead, SD 57754

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED Contract Party
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE: 8/1/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Barrick Gold Corporation, Homestake Mining Company of California and the Affiliates of Barrick and Homestake and each of its and their Representatives; the State of South Dakota; the South Dakota Science and Technology Authority and its officers, agents, employees, and representatives; Fermi Research Alliance, LLC, and its officers, agents, employees, and representatives; University of Chicago and its officers, agents, and employees; University Research Association, LLC and its officers, agents, and employees; and the United States Department of Energy are included as Additional Insureds with respect to the General Liability and Auto Liability policies. General Liability Coverage is provided on a primary, non-contributory basis. A Waiver of Subrogation is granted in favor of the Certificate Holder and its officers, agents, employees, and representatives; the United States Department of Energy; and Barrick Gold Corporation, Homestake Mining Company of California, and eachof its and their Affiliates and Representatives. See those and other applicable endorsements attached. A 30-day notice of cancellation provision is provided in favor of the Certificate Holder.

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Exhibit G

Sample Certificate of Insurance:

Evidencing Compliance with Insurance Requirements in Category 3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ABC Insurance Company	
INSURER B : 123 Insurance Company	
INSURER C : YXZ Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Contract Party

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY	X	X	123456789X	8/1/2023	8/1/2024	EACH OCCURRENCE	$ 5,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	[ ] OTHER:						SIR/Deductible	$ 50,000
A	AUTOMOBILE LIABILITY	X	X	987654321Y	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	678912345Z	8/1/2023	8/1/2024	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability (Errors & Omissions)			123456789A	8/1/2023	8/1/2024	Per Claim	3,000,000
							Annual Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

South Dakota Science and Technology Authority
630 E. Summit Street
Lead, SD 57754

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED Contract Party
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE: 8/1/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Barrick Gold Corporation, Homestake Mining Company of California and the Affiliates of Barrick and Homestake and each of its and their Representatives; the State of South Dakota; the South Dakota Science and Technology Authority and its officers, agents, employees, and representatives; Fermi Research Alliance, LLC, and its officers, agents, employees, and representatives; University of Chicago and its officers, agents, and employees; University Research Association, LLC and its officers, agents, and employees; and the United States Department of Energy are included as Additional Insureds with respect to the General Liability and Auto Liability policies. General Liability Coverage is provided on a primary, non-contributory basis. A Waiver of Subrogation is granted in favor of the Certificate Holder and its officers, agents, employees, and representatives; the United States Department of Energy; and Barrick Gold Corporation, Homestake Mining Company of California, and eachof its and their Affiliates and Representatives. See those and other applicable endorsements attached. A 30-day notice of cancellation provision is provided in favor of the Certificate Holder.

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Appendix H

Risk Transfer Flow Diagram

Risk Transfer Work Flow Diagram

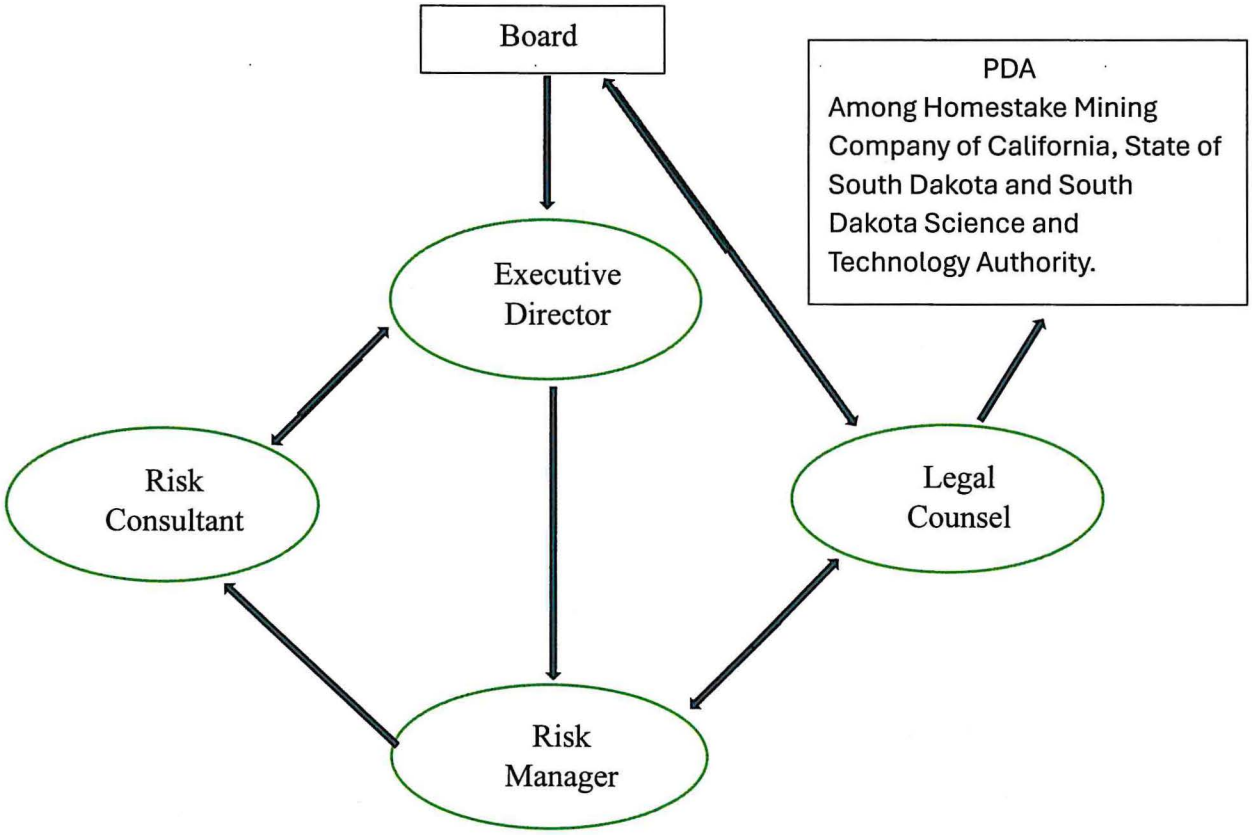
Contractor includes service providers, vendors, consultants, and Project Participants.

Flow Chart 1

Appendix I

Risk Management Diagram

Risk Management



Flow Chart 2

Appendix J

Supplementary Policy Guidance and Certificate of Insurance
Review Checklist

SUPPLEMENTARY POLICY GUIDANCE

A. RECOMMENDED CONTRACT REVIEW PROCESS

South Dakota Science and Technology Authority
Contract Review Checklist

Date _____

Contractor _____

Contract Term _____

Contract $ Amount _____

Name of Authority Representative _____

Key: Y = Yes; N = No; NA=Not applicable

_____**Is the construction contract or purchase order for materials total amount over $25,000.00, if so please complete form and send form, supporting documents and contract to Legal Counsel for review.**

_____**Legal Counsel reviews all change orders and other contracts and purchase orders as requested by SDSTA**

Indemnification Provisions – this contract contains:

_____Modifications to Authority's Standard Indemnification Provision

_____Provisions limiting Contractor's damages or liability

Standard Insurance Requirements

Standard Insurance Requirements included:

_____ Category 2 (Low Risk Surface Contract)

_____ Category 3 (Other Contract Involving Surface or Underground)

_____ Category 4 (Increased Risk Contract)

Waiver of Insurance Requirements

_____ Insurance Requirement waived? If yes,

State type of coverage waived: _____

_____ Risk Manager's written approval and/or risk management consultant approval attached?

_____ Any part of general liability insurance requirements of Category 2, 3, 4 waived (III D 1-4)?

_____ If yes, approval of Executive Director/Legal Counsel obtained?

Supplement to Standard Insurance Requirements

_____ Standard Insurance Requirements must be modified to include the following coverage(s) (USE Category 2,3,4 IN SECTION III.E. of GUIDELINES):

Insert a "✓" next to all insurance requirements that apply:

_____ Aircraft Liability

_____ Builders Risk

_____ Cargo Insurance

_____ Installation Floater

_____ Pollution Liability

_____ Professional Liability

Required Insurance Limits

_____ Are limits other than the standard limits required?

If "yes," indicate the revised limits for each applicable coverage and attach written recommendation from risk management consultant:

_____ Commercial General Liability

_____ Business Automobile Liability

_____ Workers Compensation/Employers Liability

_____ Aircraft Liability

_____ Builders Risk

_____ Cargo Insurance

_____ Installation Floater

_____ Pollution Liability

_____ Professional Liability

Contract Involving Unique Risks

_____Does the contract involve activities listed in SECTION III.C.1-4 of these guidelines with risks?

If yes, attach risk analysis and, if applicable the review of insurance limits from risk management consultant.

South Dakota Science and Technology Authority
Certificate of Insurance Review Checklist

Date _____

Contractor _____

Contract Term _____

Prepared By _____

Key:
✓ = Criteria is met; U = Unsatisfactory; ? = Unable to determine; N/A = Not applicable

Applicable to ALL Contracts

_____Insurer(s) maintain A.M. Best rating of A-, VII or better.

_____Contractor is identified as the insured.

	Coverage as required in the contract	Limit is same or greater than required in the contract	Policy in effect when contract commences
Commercial General Liability	____	____	____
Business Automobile Liability	____	____	____
Workers Compensation	____	____	____
Employers Liability	____	____	____
Supplemental Coverages[1]:	____	____	____
_____	____	____	____
_____	____	____	____
_____	____	____	____

_____ The South Dakota Science and Technology Authority, its officers, employees and representatives are named additional insureds on the Contractor's commercial general liability policy.

_____Declared self-insured retention is not $100,000 or greater.

_____ The Authority is identified as the certificate holder.

_____Certificate is signed.

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[1] Identify other coverages required under the contract and verify whether these are identified on the certificate of insurance.

Certificate of Insurance Review Checklist

Key: ✓ = Criteria is met; U = Unsatisfactory; ? = Unable to determine; N/A = Not applicable

Where Evidencing Compliance with Contracts.

_____ Does the cancellation provision provide the Authority at least a thirty (30) days' written notice?

Where Evidencing Compliance with Contracts Using Category 4

The Contractor's commercial general liability insurance:

_____ Waives the insurer's right of subrogation against the Homestake Indemnified Parties.

_____ Includes a provision that the insurer will not raise any coverage defense based on the statutory immunity of the State, the South Dakota Science and Technology Authority or the Homestake Indemnified Parties.

_____ Does not include an insured versus insured endorsement.

_____ States that contractual liability coverage is at least as broad as ISO CG 00 01.

_____ Provides sixty (60) days' notice of cancellation or material change in coverage or condition via certified mail, return receipt requested.