

PORT MANN/HIGHWAY 1 PROJECT

**SCHEDULE 23
PRIVACY PROTECTION**

1. Purpose.....1

2. Collection of Personal Information1

3. Accuracy of Personal Information.....1

4. Requests for Access to Personal Information1

5. Correction of Personal Information2

6. Protection of Personal Information2

7. Storage and Access to Personal Information2

8. Retention of Personal Information2

9. Use of Personal Information.....2

10. Disclosure of Personal Information2

11. Inspection of Personal Information3

12. Compliance with the Act and Authorizations.....3

13. Notice of Non-Compliance.....3

14. Information Officer.....3

15. Interpretation4

PORT MANN/HIGHWAY 1 PROJECT

**SCHEDULE 23
PRIVACY PROTECTION**

1. Purpose

1.1 The purpose of this Schedule is to:

- (a) enable the Authority to comply with its statutory obligations under FOIPPA with respect to Personal Information; and
- (b) ensure that, as a service provider, the Constructor is aware of and complies with its statutory obligations under FOIPPA with respect to Personal Information.

2. Collection of Personal Information

2.1 Unless this Agreement otherwise specifies or the Authority otherwise authorizes in writing, the Constructor may only collect or create Personal Information that is necessary for the performance of the Constructor's obligations, or the exercise of the Constructor's rights, under this Agreement.

2.2 Unless this Agreement otherwise specifies or the Authority otherwise authorizes in writing, the Constructor must collect Personal Information directly from the individual the information is about.

2.3 Unless this Agreement otherwise specifies or the Authority otherwise authorizes in writing, the Constructor must advise an individual from whom the Constructor collects Personal Information:

- (a) the purpose for collecting it;
- (b) the legal authority for collecting it; and
- (c) the title, business address and business telephone number of the person designated by the Authority to answer questions concerning the Constructor's collection of Personal Information.

3. Accuracy of Personal Information

3.1 The Constructor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Constructor or the Authority to make a decision that directly affects an individual the information is about.

4. Requests for Access to Personal Information

4.1 If the Constructor receives a request from a person for access to that person's Personal Information, the Constructor must promptly and without charge provide such access.

4.2 If the Constructor receives a request, from a person other than the Authority, for access to personal information that is not the Personal Information of the person making the request, the Constructor must promptly advise the person to make the request to the Authority, and, if the Authority has advised the Constructor of the name or title and contact information of an official of the Authority to whom such requests are to be made, the Constructor must also promptly provide that official's name or title and contact information to the person making the request.

**PORT MANN/HIGHWAY 1 PROJECT
SCHEDULE 23: PRIVACY PROTECTION**

- 2 -

4.3 If the Constructor receives a request, from a person other than the Authority, for access to Personal Information that includes both the Personal Information of the person making the request and the Personal Information of another person or persons, the Constructor must respond in accordance with section 4.1 with respect to the Personal Information of the person making the request, and act in accordance with section 4.2 with respect to the Personal Information of the person or persons other than the person making the request

5. Correction of Personal Information

5.1 Within 5 Business Days of receiving a request from a person to correct any of that person's Personal Information, the Constructor must correct or annotate the information.

5.2 Within 5 Business Days of correcting or annotating any Personal Information in accordance with Section 5.1 of this Schedule, the Constructor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made, the Constructor disclosed the information being corrected or annotated.

6. Protection of Personal Information

6.1 The Constructor must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in this Agreement.

7. Storage and Access to Personal Information

7.1 Unless the Authority otherwise authorizes in writing, the Constructor must not store Personal Information outside Canada or permit access to Personal Information from outside Canada.

8. Retention of Personal Information

8.1 Unless this Agreement otherwise specifies, the Constructor must retain Personal Information until authorized by the Authority in writing to dispose of it or deliver it as specified in the authorization.

9. Use of Personal Information

9.1 Unless the Authority otherwise authorizes in writing, the Constructor may only use Personal Information if that use is for the performance of the Constructor's obligations, or the exercise of the Constructor's rights, under this Agreement.

10. Disclosure of Personal Information

10.1 Unless the Authority otherwise authorizes in writing, the Constructor may only disclose Personal Information inside Canada to any person other than the Authority if the disclosure is for the performance of the Constructor's obligations, or the exercise of the Constructor's rights, under this Agreement.

10.2 Unless this Agreement otherwise specifies or the Authority otherwise authorizes in writing, the Constructor must not disclose Personal Information outside Canada.

PORT MANN/HIGHWAY 1 PROJECT
SCHEDULE 23: PRIVACY PROTECTION

- 3 -

11. Inspection of Personal Information

11.1 In addition to any other rights of inspection the Authority may have under this Agreement or under statute, the Authority may, at any reasonable time and on reasonable notice to the Constructor, enter on the Constructor's premises to inspect any Personal Information in the possession of the Constructor or any of the Constructor's information management policies or practices relevant to its management of Personal Information or its compliance with this Schedule and the Constructor must permit, and provide reasonable assistance in respect to, any such inspection.

12. Compliance with the Act and Authorizations

12.1 The Constructor understands and acknowledges that it is a service provider of a public body as defined in FOIPPA.

12.2 The Constructor acknowledges that it is familiar with the requirements of FOIPPA governing Personal Information that are applicable to it as a service provider.

12.3 The Constructor must in relation to Personal Information comply with:

- (a) the requirements of FOIPPA applicable to the Constructor as a service provider, including any applicable order of the commissioner under FOIPPA; and
- (b) any authorization given by the Authority under this Schedule.

12.4 The Constructor expressly acknowledges and agrees that it is subject to the laws of British Columbia and Canada and is likely as such not subject to any orders, directives, rulings, requirements, judgments, injunctions, awards or decrees, decisions or other requirements for the disclosure of Personal Information ("Orders") issued pursuant to the *USA Patriot Act*. The Constructor shall immediately inform the Authority if it receives any Orders or any other directives or requests or foreign demands for disclosure.

12.5 The Constructor shall immediately inform the Authority if it becomes subject to the laws or jurisdiction of the United States, which require the disclosure of Personal Information contrary to the provisions of this Schedule, for any reason (whether or not there are any Orders for disclosure) and shall inform the Authority of the circumstances giving rise to same.

13. Notice of Non-Compliance

13.1 If for any reason the Constructor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Constructor must promptly notify the Authority of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

14. Information Officer

14.1 The Constructor must employ during the DB Term an Information Officer who must meet the professional competency standards and professional conduct expectations established for an IP Professional set out in the CAPA IPP Standards.

**PORT MANN/HIGHWAY 1 PROJECT
SCHEDULE 23: PRIVACY PROTECTION**

- 4 -

15. Interpretation

15.1 Any reference to the “Constructor” in this Schedule includes any “associate” as defined in FOIPPA and the Constructor must ensure that all such persons comply with this Schedule.

15.2 The obligations of the Constructor in this Schedule will survive the termination of this Agreement.

15.3 If a provision of this Agreement (including any authorization given by the Authority under this Schedule) conflicts with a requirement of FOIPPA or an applicable order of the Information and Privacy Commissioner under FOIPPA, the conflicting provision of this Agreement (or authorization) will be inoperative to the extent of the conflict.

15.4 The Constructor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.

15.5 Nothing in this Schedule requires the Constructor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with FOIPPA.