

**SCHEDULE 16
RECORDS AND REPORTS**

RECORDS	1
Primary Contractor Records	1
Management of Records	1
Records Management Protocol	2
Retention of Records.....	3
Delivery of Records	4
Audit and Inspection.....	4
Copies 4	
REPORTS AND INFORMATION	4
Required Reports	4
Number and Time	4
Form 4	
Further Information	5
Objections to Reports.....	5
Revisions to Reports	5
Financial Reporting.....	5

Part 1

RECORDS

Part 1.1 Primary Contractor Records

The Primary Contractor shall produce, maintain and update in accordance with this Agreement and the Records Management Protocol all records (collectively, the “**Records**”) required by this Agreement (including by Good Industry Practice) to be produced, maintained and updated by the Primary Contractor, including all records specified or referred to in the Design-Build Requirements or otherwise in connection with the Work, the Project Infrastructure and the Site.

Part 1.2 Management of Records

- (a) The requirements set out in this Schedule and the Records Management Protocol include the minimum requirements to be complied with, and are without prejudice to any Laws or Good Industry Practice which require the keeping of specified Records for a longer period or the production and maintenance of additional Records.
- (b) The Primary Contractor shall produce, maintain and update all Records in accordance with all applicable requirements of this Agreement and the Records Management Protocol, including the requirements of the ISO 9001:2008 Standard that provide objective evidence of conformity to this Agreement as stated in, and in accordance with, Schedule 6 [Quality Management].
- (c) All Records produced and maintained by the Primary Contractor in accordance with this Agreement must be accurate, complete, legible, readily identifiable, readily retrievable and in English.
- (d) All financial Records produced and maintained by the Primary Contractor in accordance with this Agreement must provide sufficient detail to identify all revenue and expenditures in respect of the Work on a gross basis.
- (e) The text of all documents shall be prepared and recorded using software systems agreed to by the Province.
- (f) The Primary Contractor shall comply promptly and at its expense with:
 - (i) all Laws relating to information, records and other documentation relating to or acquired, obtained or produced in connection with the Work, the Project Infrastructure or the Site or any part thereof; and
 - (ii) all requests or requirements of the Province from time to time for the purpose of enabling the Province or any other Governmental Authority to comply with its obligations under any Laws relating to information, records and other documentation relating to or acquired, obtained or produced in connection with the Work, the Project Infrastructure or the Site or any part thereof.
- (g) The Primary Contractor and the Province shall cooperate to develop documentation to support each party’s compliance requirements under Laws, including the *Excise Tax Act* (Canada).
- (h) The Primary Contractor shall maintain proper and accurate records with respect to the Project in accordance with the Federal Contribution Agreement and shall permit the

Province, the Federal Government, the Auditor General of Canada and anyone acting on behalf of the Auditor General of Canada and the Management Committee (as defined in and established under the Federal Contribution Agreement), or their designates, to have access, at all reasonable times, to inspect any such Records.

Part 1.3 Records Management Protocol

- (a) Within 90 days following the Effective Date, the Primary Contractor shall submit to the Province's Representative, for acceptance, acting reasonably, in accordance with the Consent Procedure, an initial protocol which complies with all requirements set forth in this Agreement (including compliance with Good Industry Practice and Laws) and any other policies and requirements that would from time to time be applicable to the creation, maintenance, management, retention and disposal of the Records if they were maintained by the Province, including that:
- (i) the Records Management Protocol must be consistent with and comply with the Primary Contractor's Quality Management System and Quality Documentation and Schedule 6 [Quality Management];
 - (ii) the Records Management Protocol shall set forth minimum retention periods consistent with Section 1.4 [Retention of Records] of this Schedule and otherwise satisfactory to the Province's Representative for each class of Records produced and maintained by the Primary Contractor;
 - (iii) the Records Management Protocol shall set forth records management practices and procedures sufficient to ensure that the Records are organized, classified and retained in formats that enable the Primary Contractor to meet all of its obligations in respect of the management of the Records under this Agreement, including the requirements set out in Section 1.2 [Management of Records] of this Schedule;
 - (iv) the Records Management Protocol shall include procedures (consistent with the Design-Build Requirements and in accordance with Good Industry Practice) for backing-up and storage in safe custody of all Records that are generated by or maintained on a computer or in any other machine readable format;
 - (v) the Primary Contractor shall keep all Records in safekeeping in such a manner as to ensure the integrity of the Records and at a location within British Columbia that is satisfactory to and approved by the Province's Representative;
 - (vi) any warehouse or other facility used to store Records must meet the storage and security standards established by the Province's Corporate Information Management Branch;
 - (vii) notwithstanding any other terms of this Agreement, no Records shall be destroyed or otherwise disposed of without the express written consent of the Province's Representative or as authorized under a records retention schedule approved by the Legislative Assembly of the Province;
 - (viii) any Records authorized for disposition shall be disposed of only in accordance with disposition standards established by the Ministry or by the Province's Corporate Information Management Branch;

- (ix) the Primary Contractor shall ensure that there is a designated and appropriately qualified person at all times responsible for the management of the Records and for liaison with the Province's Representative in connection with all matters relating thereto;
 - (x) the Primary Contractor shall keep on the Site at all times during Construction one copy of all drawings for construction activities;
 - (xi) the Primary Contractor shall not sell, transfer or relocate any Records to the custody, physical or otherwise, of another jurisdiction or person other than to the Subcontractors; and
 - (xii) the Primary Contractor shall not disclose any of the Records or contents thereof except subject to and in accordance with the provisions of this Agreement, including Section 17.1 [Confidentiality].
- (b) The Primary Contractor shall:
- (i) where necessary; and
 - (ii) as otherwise required by the Province's Representative from time to time, submit updates to the Records Management Protocol from time to time, for review, acting reasonably, in accordance with the Review Procedure to ensure that the Records Management Protocol continues to meet the requirements of this Part and Good Industry Practice.
- (c) The Primary Contractor shall comply with, and shall cause its Subcontractors to comply with, the Records Management Protocol, as submitted and updated from time to time in accordance with this Part, in connection with all Records maintained or required to be maintained under this Agreement.

Part 1.4 Retention of Records

- (a) Without prejudice to any longer retention periods required under Laws (which shall be complied with by the Primary Contractor), all Records shall be retained in accordance with the retention policies of the Province, Good Industry Practice and Laws, and in any event for no less than the following periods:
 - (i) all Records relating to the subject matter of any dispute between the parties must be retained for at least 7 years after the resolution of such dispute; and
 - (ii) in accordance with the Federal Contribution Agreement, the proper and accurate accounts and records in respect of the Project to which the Province is entitled under this Agreement, including invoices, statements, receipts and vouchers, shall be kept for at least 6 years after the Total Completion Date.
- (b) Where the required period set out in the Records Management Protocol for the retention of any Records has expired, the Primary Contractor shall notify the Province as to what it intends to do with such Records. If the Primary Contractor intends then or subsequently to dispose of such Records, the Primary Contractor shall so notify the Province and if the Province elects within 30 Business Days of receipt of notice from the Primary Contractor

to receive such Records or any part thereof, then the Primary Contractor, at its own cost, shall deliver such Records to the Province in the manner and at such location as the Province specifies.

Part 1.5 Delivery of Records

- (a) As and when required by Section 16.8(b)(iii), the Primary Contractor shall, at its own cost, deliver up to the Province, in the manner and at such location as the Province specifies, such Records as are in existence at the Substantial Completion Date or the Termination Date, as applicable, and specified by the Province or, where any such specified Records are required by Law to remain with the Primary Contractor, copies thereof.
- (b) The Province, so long as it retains possession thereof, shall allow the Primary Contractor to inspect all Records delivered to the Province pursuant to Section 1.5(a) of this Schedule on reasonable notice.

Part 1.6 Audit and Inspection

All Records shall be kept in good order and in such form as to be capable of audit and inspection (including by electronic means to the extent that such Records were delivered by the Primary Contractor or otherwise are maintained in an electronic format) by the Province's Representative. The Primary Contractor shall make all Records available at all reasonable times for audit or inspection by or on behalf of the Province, the Province's Representative, the Federal Government, the Auditor General of Canada or anyone acting on behalf of the Auditor General of Canada, or any of their authorized representatives.

Part 1.7 Copies

The Province and the Province's Representative and any of their authorized representatives shall be entitled to take copies of the Records or any part thereof at the Primary Contractor's cost and for that purpose to use such copying facilities as are maintained at the place where the Records are kept.

Part 2

REPORTS AND INFORMATION

Part 2.1 Required Reports

The Primary Contractor shall submit to the Province, in accordance with this Agreement, all reports (collectively, the "**Reports**") provided for or specified in or required under the provisions of this Agreement and the Design-Build Requirements.

Part 2.2 Number and Time

All Reports shall be submitted in such number and by such times as required by this Agreement including the applicable Design-Build Requirements, or, where no such number or time is so specified, in such number and at such time as may be required by the Province.

Part 2.3 Form

- (a) Unless otherwise specified in this Agreement, including the applicable Design-Build Requirements, the Reports shall be in such form as required by the Province or, where a

Report is required to be submitted periodically, in the same form as such Report was previously submitted until otherwise required by the Province.

- (b) At the request of the Province, each Report shall be accompanied by a copy of such Report or any part thereof on computer diskette or other electronic storage device in such form and compatible with such software as the Province requires.

Part 2.4 Further Information

The Primary Contractor shall at any time and from time to time at its own cost provide the Province with such further or other information with respect to the Project, the Work, the Project Infrastructure and the Site as the Province may reasonably require.

Part 2.5 Objections to Reports

- (a) If the Province considers that any Report either has not been compiled in accordance with the provisions of this Agreement or has been based on erroneous information or data, then the Province may serve a notice objecting to such Report on the Primary Contractor within 20 Business Days of receipt of such Report.
- (b) If any objection under Section 2.5(a) of this Schedule has not been resolved by agreement between the Province and the Primary Contractor within ten Business Days after the service of such notice, then either the Province or the Primary Contractor may refer the matter to the Dispute Resolution Procedure for determination.

Part 2.6 Revisions to Reports

If the resolution (whether by agreement or determination under the Dispute Resolution Procedure) of any objection made by the Province pursuant to Section 2.5(a) of this Schedule requires any revision or adjustment to any Report, then the Primary Contractor shall as soon as practicable issue revised versions of each affected Report and such revised Report shall for all purposes of this Agreement take the place of the original Report.

Part 2.7 Financial Reporting

- (a) The Primary Contractor shall provide to the Province's Representative:
 - (i) as soon as possible and in any event within 40 Business Days after the end of the first six months of each of its financial years, certified true copies of the unaudited financial statements of the Primary Contractor and, if appropriate, consolidated financial statements of the Primary Contractor and any subsidiaries as at the end of and for that six month period; and
 - (ii) as soon as they shall have been finalized and in any event no later than 90 Business Days after the end of each of its financial years, certified true copies of the audited financial statements of the Primary Contractor and, if appropriate, consolidated financial statements of the Primary Contractor and any subsidiaries in respect of that period (prepared in accordance with GAAP), together with copies of all related directors' and auditors' reports.
- (b) If at any time after the provision to the Province of the documents referred to in Section 2.7(a) of this Schedule, the Province's Representative notifies the Primary Contractor of

6

any matter of concern to the Province's Representative arising in connection with such documents, the Primary Contractor shall instruct its auditors to prepare as soon as reasonably practicable a report on such matter, giving such further information, amplification or explanation as is reasonable having regard to the contents of the Province's Representative's notification and shall provide the Province's Representative with a copy of such report within five Business Days of the Primary Contractor's receipt of it from its auditors.