

SOUTH FRASER PERIMETER ROAD PROJECT

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**SCHEDULE 23
PRIVACY PROTECTION**

1. Purpose

1.1 The purpose of this Schedule is to:

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

2. Collection of Personal Information

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

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

2.3 Unless this Agreement otherwise specifies or the Province otherwise authorizes in writing, the Concessionaire must advise an individual from whom the Concessionaire 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 Province to answer questions concerning the Concessionaire's collection of Personal Information.

3. Accuracy of Personal Information

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

4. Requests for Access to Personal Information

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

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

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4.3 If the Concessionaire receives a request, from a person other than the Province, 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 Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire disclosed the information being corrected or annotated.

6. Protection of Personal Information

6.1 The Concessionaire 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 Province otherwise authorizes in writing, the Concessionaire 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 Concessionaire must retain Personal Information until authorized by the Province in writing to dispose of it or deliver it as specified in the authorization.

9. Use of Personal Information

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

10. Disclosure of Personal Information

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

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

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11. Inspection of Personal Information

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

12. Compliance with the Act and Authorizations

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

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

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

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

12.4 The Concessionaire 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*, except only for “associates” (as defined in FOIPPA) of the Concessionaire which the Concessionaire warrants will have no access to any Personal Information. The Concessionaire shall immediately inform the Province if it receives any Orders or any other directives or requests or foreign demands for disclosure. The Concessionaire shall not provide and shall ensure that the Principal Contractors and Contractors do not provide any Personal Information to any “associate” (as defined in FOIPPA) of the Concessionaire that is or may reasonably become subject to any Orders, and shall ensure that no such “associate” has access to any Personal Information.

12.5 The Concessionaire shall immediately inform the Province 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 Province of the circumstances giving rise to same.

13. Notice of Non-Compliance

13.1 If for any reason the Concessionaire does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Concessionaire must promptly notify the Province 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.

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14. Information Officer

14.1 The Concessionaire must employ during the 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.

15. Interpretation

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

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

15.3 If a provision of this Agreement (including any authorization given by the Province under this Schedule) conflicts with a requirement of the TIA or 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 Concessionaire 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 Concessionaire to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the TIA or FOIPPA.