
SCHEDULE 21

PRIVACY PROTECTION

1. DEFINITIONS

1.1 In this Schedule:

- 1.1.1 “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
- 1.1.2 “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual; and
- 1.1.3 “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Concessionaire as a result of this Agreement or any previous agreement between the Province and the Concessionaire dealing with the same subject matter as this Agreement.

2. PURPOSE

2.1 The purpose of this Schedule 21 [Privacy Protection] is to:

- 2.1.1 enable the Province to comply with its statutory obligations under the Act with respect to personal information; and
- 2.1.2 ensure that, as a service provider, the Concessionaire is aware of and complies with its statutory obligations under the Act with respect to personal information.

3. COLLECTION OF PERSONAL INFORMATION

- 3.1 Unless this Agreement otherwise specifies or the Province otherwise directs 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.
- 3.2 Unless this Agreement otherwise specifies or the Province otherwise directs in writing, the Concessionaire must collect personal information directly from the individual the information is about.
- 3.3 Unless this Agreement otherwise specifies or the Province otherwise directs in writing, the Concessionaire must tell an individual from whom the Concessionaire collects personal information:

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- 3.3.1 the purpose for collecting it;
 - 3.3.2 the legal authority for collecting it; and
 - 3.3.3 the title, business address and business telephone number of the person designated by the Province to answer questions about the Concessionaire's collection of personal information.

4. ACCURACY OF PERSONAL INFORMATION

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 the individual the information is about.

5. REQUESTS FOR ACCESS TO PERSONAL INFORMATION

If the Concessionaire receives a request for access to personal information from a person other than the Province, the Concessionaire must promptly advise the person to make the request to the Province unless this Agreement expressly requires the Concessionaire to provide such access 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.

6. CORRECTION OF PERSONAL INFORMATION

- 6.1 Within 5 Working Days of receiving a written direction from the Province to correct or annotate any personal information, the Concessionaire must annotate or correct the information in accordance with the direction.
- 6.2 When issuing a written direction under paragraph 6.1, the Province must advise the Concessionaire of the date the correction request to which the direction relates was received by the Province in order that the Concessionaire may comply with paragraph 6.3.
- 6.3 Within 5 Working Days of correcting or annotating any personal information under paragraph 6.1, 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 to the Province, the Concessionaire disclosed the information being corrected or annotated.
- 6.4 If the Concessionaire receives a request for correction of personal information from a person other than the Province, 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.

7. PROTECTION OF PERSONAL INFORMATION

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.

8. STORAGE AND ACCESS TO PERSONAL INFORMATION

Unless the Province otherwise directs in writing, the Concessionaire must not store personal information outside Canada or permit access to personal information from outside Canada.

9. RETENTION OF PERSONAL INFORMATION

Unless this Agreement otherwise specifies, the Concessionaire must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

10. USE OF PERSONAL INFORMATION

10.1 Unless the Province otherwise directs in writing, the Concessionaire may only use personal information if that use is:

10.1.1 for the performance of the Concessionaire's obligations, or the exercise of the Concessionaire's rights, under this Agreement; and

10.1.2 in accordance with paragraph 13.

11. DISCLOSURE OF PERSONAL INFORMATION

11.1 Unless the Province otherwise directs 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.

11.2 Unless this Agreement otherwise specifies or the Province otherwise directs in writing, the Concessionaire must not disclose personal information outside Canada.

12. INSPECTION OF PERSONAL INFORMATION

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 to, any such inspection.

13. COMPLIANCE WITH THE ACT AND DIRECTIONS

13.1 The Concessionaire must in relation to personal information comply with:

13.1.1 the requirements of the Act applicable to the Concessionaire as a service provider, including any applicable order of the commissioner under the Act; and

13.1.2 any direction given by the Province under this Schedule.

13.2 The Concessionaire acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

14. NOTICE OF NON-COMPLIANCE

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.

15. TERMINATION OF AGREEMENT

In addition to any other rights of termination which the Province may have under this Agreement or otherwise at law, the Province may, subject to any provisions in this Agreement establishing mandatory cure periods for defaults by the Concessionaire, terminate this Agreement by giving written notice of such termination to the Concessionaire, upon any failure of the Concessionaire to comply with this Schedule in a material respect.

16. INTERPRETATION

16.1 In this Schedule, references to paragraphs by number are to paragraphs of this Schedule unless otherwise specified in this Schedule.

16.2 Any reference to the “Concessionaire” in this Schedule includes any subcontractor or agent retained by the Concessionaire to perform obligations under this Agreement and the Concessionaire must ensure that any such subcontractors and agents comply with this Schedule.

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

16.4 If a provision of this Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the

commissioner under the Act, the conflicting provision of this Agreement (or direction) will be inoperative to the extent of the conflict.

- 16.5 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.