

WORKER ACCOMMODATION PROJECT AGREEMENT

SCHEDULE 17

PRIVACY PROTECTION

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1 INTERPRETATION

1.1 Definitions

In this Schedule 17 [Privacy Protection], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended; and

“**Orders**” has the meaning set out in Section 4.1(d) of this Schedule 17 [Privacy Protection].

2 PURPOSE

2.1 Purpose

The purpose of this Schedule 17 [Privacy Protection] is to:

- (a) enable BC Hydro to comply with its statutory obligations under FOIPPA with respect to Personal Information that is within BC Hydro’s control and in Project Co’s custody; and
- (b) assist Project Co, as a service provider to BC Hydro, to comply with its statutory obligations under FOIPPA.

3 COLLECTION OF PERSONAL INFORMATION

3.1 Collection

Unless this Agreement otherwise specifies or BC Hydro otherwise authorizes or directs in writing:

- (a) Project Co may only collect or create Personal Information that is necessary for the performance of Project Co’s obligations, or the exercise of Project Co’s rights, under this Agreement;
- (b) Project Co must collect Personal Information directly from the individual the information is about or from another source other than that individual with the written consent of the individual, or the individual’s lawful representative; and
- (c) Project Co must advise an individual from whom Project Co collects Personal Information:
 - (i) the purpose for collecting it;
 - (ii) the legal authority for collecting it; and
 - (iii) the title, business address and business telephone number of the person designated by BC Hydro to answer questions concerning Project Co’s collection of Personal Information.

3.2 Accuracy of Personal Information

Project Co must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by Project Co or BC Hydro to make a decision that directly affects an individual the information is about.

3.3 Requests for Access to Personal Information

If Project Co receives a request, from a person other than BC Hydro, for access to Personal Information, Project Co must promptly advise the person to make the request to BC Hydro unless this Agreement expressly requires Project Co to provide such access, and, if BC Hydro has advised Project Co of the name or title and contact information of an official of BC Hydro to whom such requests are to be made, Project Co must also promptly provide that official's name or title and contact information to the person making the request.

3.4 Correction of Personal Information

- (a) Within seven days of receiving a written direction from BC Hydro to correct or annotate any Personal Information, Project Co must correct or annotate the information in accordance with the direction.
- (b) When issuing a written direction under Section 3.4(a) of this Schedule 17 [Privacy Protection], BC Hydro must advise Project Co of the date the correction request to which the direction relates was received by BC Hydro in order that Project Co may comply with Section 3.4(c) of this Schedule 17 [Privacy Protection].
- (c) Within seven days of correcting or annotating any Personal Information under Section 3.4(a) of this Schedule 17 [Privacy Protection], Project Co 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 BC Hydro, Project Co disclosed the information being corrected or annotated.
- (d) If Project Co receives a request for correction of Personal Information from a person other than BC Hydro, the individual whose Personal Information has been requested, or that individual's lawful representative, Project Co must promptly advise the person to make the request to BC Hydro and, if BC Hydro has advised Project Co of the name or title and contact information of an official of BC Hydro to whom such requests are to be made, Project Co must also promptly provide that official's name or title and contact information to the person making the request.

3.5 Protection of Personal Information

Project Co 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.

3.6 Storage and Access to Personal Information

Unless BC Hydro otherwise authorizes or directs in writing, Project Co must not store Personal Information outside Canada or permit access to Personal Information from outside Canada.

3.7 Retention of Personal Information

Unless this Agreement otherwise specifies, Project Co must retain Personal Information until authorized or directed by BC Hydro in writing to dispose of it or deliver it as specified in the authorization or direction.

3.8 Use of Personal Information

Unless BC Hydro otherwise authorizes or directs in writing, Project Co may only use Personal Information if that use is for the performance of Project Co's obligations, or the exercise of Project Co's rights, under this Agreement, and for clarity in accordance with Section 3.6 of this Schedule 17 [Privacy Protection].

3.9 Disclosure of Personal Information

Project Co must not disclose Personal Information inside or outside Canada to any person other than BC Hydro unless the disclosure is to an entity that can legitimately compel disclosure under the laws of British Columbia or the disclosure is directed or authorized by BC Hydro or the disclosure is requested or authorized by the individual whose Personal Information is at issue or that individual's lawful representative. BC Hydro will not unreasonably withhold its authorization under this Section 3.9.

3.10 Inspection of Personal Information

In addition to any other rights of inspection BC Hydro may have under this Agreement or under statute, BC Hydro may, at any reasonable time and on reasonable notice to Project Co, enter on Project Co's premises to inspect any Personal Information in the possession of Project Co or any of Project Co's information management policies or practices relevant to its management of Personal Information or its compliance with this Schedule 17 [Privacy Protection] and Project Co must permit, and provide reasonable assistance in respect to, any such inspection.

4 COMPLIANCE WITH THE ACT AND AUTHORIZATIONS

4.1 Service Provider

- (a) Project Co understands and acknowledges that it is a service provider of a public body as defined in FOIPPA.
- (b) Project Co acknowledges that it is familiar with the requirements of FOIPPA governing Personal Information that are applicable to it as a service provider.
- (c) Project Co must in relation to Personal Information comply with:
 - (i) the requirements of FOIPPA applicable to Project Co as a service provider, including any applicable order of the Information and Privacy Commissioner under FOIPPA; and
 - (ii) any direction given by BC Hydro under this Schedule 17 [Privacy Protection].
- (d) Project Co 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 issued by a Governmental Authority outside Canada ("**Orders**"). Project Co will immediately inform BC Hydro if it receives any Orders or any other directives or requests or foreign demands for disclosure.
- (e) Project Co will immediately inform BC Hydro 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 17 [Privacy Protection], for any reason (whether or not there are any Orders for disclosure) and will inform BC Hydro of the circumstances giving rise to same.

4.2 Notice of Non-Compliance

If for any reason Project Co does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule 17 [Privacy Protection] in any respect, Project Co must promptly notify BC Hydro 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.

4.3 Interpretation

- (a) Any reference to “Project Co” in this Schedule 17 [Privacy Protection] includes any “associate” as defined in FOIPPA and Project Co must ensure that all such persons comply with this Schedule 17 [Privacy Protection].
- (b) The obligations of Project Co in this Schedule 17 [Privacy Protection] will survive the termination of this Agreement.
- (c) If a provision of this Agreement (including any authorization or direction given by BC Hydro under this Schedule 17 [Privacy Protection]) 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 or direction) will be inoperative to the extent of the conflict.
- (d) Project Co will comply with this Schedule 17 [Privacy Protection] notwithstanding any conflicting provisions of this Agreement or the law of any jurisdiction outside Canada.