

MAIN CIVIL WORKS CONTRACT

SCHEDULE 17

PRIVACY PROTECTION

TABLE OF CONTENTS

1	INTERPRETATION.....	1
1.1	Definitions	1
2	PURPOSE.....	1
2.1	Purpose.....	1
3	COLLECTION OF PERSONAL INFORMATION	1
3.1	Collection	1
3.2	Accuracy of Personal Information.....	2
3.3	Requests for Access to Personal Information	2
3.4	Correction of Personal Information	2
3.5	Protection of Personal Information	2
3.6	Storage and Access to Personal Information	2
3.7	Retention of Personal Information	2
3.8	Use of Personal Information	3
3.9	Disclosure of Personal Information.....	3
3.10	Inspection of Personal Information	3
4	COMPLIANCE WITH THE ACT AND AUTHORIZATIONS.....	3
4.1	Service Provider.....	3
4.2	Notice of Non-Compliance.....	4
4.3	Interpretation.....	4

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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]:

“**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 the Contractor’s custody; and
- (b) assist the Contractor, as a service provider to BC Hydro, to comply with its statutory obligations under FOIPPA.

3 COLLECTION OF PERSONAL INFORMATION

3.1 Collection

Unless the Contract Documents otherwise specify or BC Hydro otherwise authorizes or directs in writing:

- (a) the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Contract;
- (b) the Contractor 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) the Contractor must advise an individual from whom the Contractor 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 the Contractor’s collection of Personal Information.

3.2 Accuracy of Personal Information

The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor 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 the Contractor receives a request, from a person other than BC Hydro, for access to Personal Information, the Contractor must promptly advise the person to make the request to BC Hydro unless the Contract Documents expressly require the Contractor to provide such access, and, if BC Hydro has advised the Contractor of the name or title and contact information of an official of BC Hydro to whom such requests are to be made, the Contractor 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, the Contractor 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 the Contractor of the date the correction request to which the direction relates was received by BC Hydro in order that the Contractor 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], the Contractor 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, the Contractor disclosed the information being corrected or annotated.
- (d) If the Contractor 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, the Contractor must promptly advise the person to make the request to BC Hydro and, if BC Hydro has advised the Contractor of the name or title and contact information of an official of BC Hydro to whom such requests are to be made, the Contractor 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

The Contractor 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 the Contract Documents.

3.6 Storage and Access to Personal Information

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

3.7 Retention of Personal Information

Unless the Contract Documents otherwise specify, the Contractor 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, the Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Contract, and for clarity in accordance with Section 3.6 of this Schedule 17 [Privacy Protection].

3.9 Disclosure of Personal Information

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

4 COMPLIANCE WITH THE ACT AND AUTHORIZATIONS

4.1 Service Provider

- (a) The Contractor understands and acknowledges that it is a service provider of a public body as defined in FOIPPA.
- (b) The Contractor acknowledges that it is familiar with the requirements of FOIPPA governing Personal Information that are applicable to it as a service provider.
- (c) The Contractor must in relation to Personal Information comply with:
 - (i) the requirements of FOIPPA applicable to the Contractor 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) The Contractor 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**"). The Contractor will immediately inform BC Hydro if it receives any Orders or any other directives or requests or foreign demands for disclosure.
- (e) The Contractor 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 the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule 17 [Privacy Protection] in any respect, the Contractor 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 “the Contractor” in this Schedule 17 [Privacy Protection] includes any “associate” as defined in FOIPPA and the Contractor must ensure that all such persons comply with this Schedule 17 [Privacy Protection].
- (b) The obligations of the Contractor in this Schedule 17 [Privacy Protection] will survive the termination of the Contract.
- (c) If a provision of the Contract Documents (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 the Contract Documents (or authorization or direction) will be inoperative to the extent of the conflict.
- (d) The Contractor will comply with this Schedule 17 [Privacy Protection] notwithstanding any conflicting provisions of the Contract Documents or the law of any jurisdiction outside Canada.