

JOHN HART GENERATING STATION REPLACEMENT PROJECT

Schedule 25

Privacy Protection

SCHEDULE 25

PRIVACY PROTECTION

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SCHEDULE 25

PRIVACY PROTECTION

1. PURPOSE

- (a) The purpose of this Schedule is to:
 - (i) enable BC Hydro to comply with its statutory obligations under the FOIPPA with respect to Personal Information that is within BC Hydro's control and in Project Co's custody ("**Project PI**"); and
 - (ii) ensure that, as a service provider to BC Hydro, Project Co is aware of and complies with its statutory obligations under Law regarding Personal Information, including FOIPPA with respect to Project PI.

2. COLLECTION OF PERSONAL INFORMATION

- (a) Unless this Agreement otherwise specifies or BC Hydro otherwise authorizes in writing, Project Co may only collect or create Project PI that is necessary for the performance of Project Co's obligations, or the exercise of Project Co's rights, under this Agreement.
- (b) Unless this Agreement otherwise specifies or BC Hydro otherwise authorizes in writing, Project Co must collect Project PI directly from the individual the information is about or indirectly with the written consent of the individual, or the individual's lawful representative.
- (c) Unless this Agreement otherwise specifies or BC Hydro otherwise authorizes in writing, Project Co must advise an individual from whom Project Co collects Project PI:
 - (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 Project PI.

3. ACCURACY OF PERSONAL INFORMATION

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

4. REQUESTS FOR ACCESS TO PERSONAL INFORMATION

If Project Co receives a request, from a person other than BC Hydro, for access to Project PI, Project Co must promptly advise the person to make the request to BC Hydro unless the 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.

5. CORRECTION OF PERSONAL INFORMATION

- (a) Within 5 Business Days of receiving a written direction from BC Hydro to correct or annotate any Project PI, Project Co must correct or annotate the information in accordance with the direction.
- (b) When issuing a written direction under Section 5(a) [*Correction of Personal Information*] of this Schedule 25 [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 5(c) [*Correction of Personal Information*] of this Schedule 25 [Privacy Protection].
- (c) Within 5 Business Days of correcting or annotating any Project PI under Section 5(a) [*Correction of Personal Information*] of this Schedule 25 [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 Project PI from a person other than BC Hydro, the individual whose Project PI 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.

6. PROTECTION OF PERSONAL INFORMATION

Project Co must protect Project PI 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

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

8. RETENTION OF PERSONAL INFORMATION

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

9. USE OF PERSONAL INFORMATION

Unless BC Hydro otherwise directed in writing, Project Co may only use Project PI 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 7 [*Storage and Access to Personal Information*] of this Schedule.

10. DISCLOSURE OF PERSONAL INFORMATION

- (a) Unless BC Hydro otherwise authorizes in writing, Project Co may only disclose Project PI inside Canada to any person other than BC Hydro if the disclosure is for the performance of Project Co's obligations, or the exercise of Project Co's rights, under this Agreement; and
- (b) Unless BC Hydro authorizes in writing, Project Co must not disclose Project PI outside Canada.

11. 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 Project PI in the possession of Project Co or any of Project Co's information management policies or practices relevant to its management of Project PI or its compliance with this Schedule and Project Co must permit, and provide reasonable assistance in respect to, any such inspection.

12. COMPLIANCE WITH THE ACT AND AUTHORIZATIONS

- (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 the FOIPPA governing Project PI that are applicable to it as a service provider.
- (c) Project Co must in relation to Project PI 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 authorization given by BC Hydro under this Schedule.

- (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 Project PI (“Orders”) issued pursuant to the USA Patriot Act except only for "associates" (as defined in FOIPPA) of Project Co that Project Co warrants will have no access to Project PI. Project Co shall immediately inform BC Hydro if it receives any Orders or any other directives or requests or foreign demands for disclosure.
- (e) Project Co shall immediately inform BC Hydro if it becomes subject to the laws or jurisdiction of the United States, which require the disclosure of Project PI contrary to the provisions of this Schedule, for any reason (whether or not there are any Orders for disclosure) and shall inform BC Hydro of the circumstances giving rise to same.

13. 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 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.

14. INFORMATION OFFICER

Project Co 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

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

- (e) Except to the extent permitted by Laws regarding Personal Information, including FOIPPA, Project Co shall comply with this Schedule 25 [*Privacy Protection*] notwithstanding any conflicting laws of any jurisdiction outside Canada.