

THE CITY OF EDMONTON
PROJECT AGREEMENT
VALLEY LINE LRT – STAGE 1

Schedule 18

Freedom of Information and Protection of Privacy

SCHEDULE 18

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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SCHEDULE 18

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

1. PURPOSE

- (a) The purpose of this Schedule 18 [*Freedom of Information and Protection of Privacy*] is to identify Project Co's obligations in relation to managing Project Records for the purposes of the *Freedom of Information and Protection of Privacy Act* RSA 2000 c F-25 ("**FOIP Act**").
- (b) For the purposes of this Schedule 18 [*Freedom of Information and Protection of Privacy*], personal information has the same meaning as it does in the FOIP Act.
- (c) Project Co will comply with the requirements of this Schedule 18 [*Freedom of Information and Protection of Privacy*] in relation to the collection, use, disclosure, storage or destruction of Project Records in its custody or control unless it receives the City's express written direction to manage those records in a different manner.

2. PROJECT CO'S ROLE

- (a) As Project Co has contracted to provide services under contract with the City, Project Co is deemed by the FOIP Act to be the City's employee and any Project Records held by Project Co or its subsidiaries are deemed to be within the City's custody and control and subject to the FOIP Act.
- (b) Project Co agrees to manage Project Records in accordance with the requirements of the FOIP Act, and without limitation, Project Co will:
 - (i) ensure the security of any record containing personal information within its custody or control;
 - (ii) retain and be able to produce Project Records unless they are destroyed in accordance with a records retention and destruction schedule consented to by the City;
 - (iii) meet the FOIP Act's requirements for the collection, use, or disclosure of any record containing personal information;
 - (iv) prohibit the disclosure of third party business information if it meets the requirements for non-disclosure under the FOIP Act; and
 - (v) cooperate with the City's FOIP head (the City Manager) to ensure that the City is able to perform its duties and functions under the FOIP Act, regardless of the physical location of Project Records.

- (c) If the City receives a request for Project Records that are within Project Co's custody or control, Project Co will provide them to the City within 7 days of receipt of a written request from the City, in order to provide for sufficient time for the City to meet its statutory obligations and timelines for redacting and disclosing records or engaging third parties as required by the FOIP Act;
- (d) Project Co may not disclose Project Records that are within Project Co's custody or control to third parties without the City's express written consent except as provided in this Schedule or as otherwise required to comply with a subpoena, warrant or order made by a court, person or body having jurisdiction in Alberta to compel production of information or with an Alberta rule of court that relates to production of information;
- (e) Project Co will not destroy Project Records, except in accordance with mutually agreed upon retention and destruction schedules, or with the City's express written consent.

3. COLLECTION OF PERSONAL INFORMATION

- (a) Project Co may only collect personal information that is strictly necessary for the performance of Project Co's obligations, or the exercise of Project Co's rights under this Agreement.
- (b) Project Co may only collect personal information directly from the individual about whom the information pertains, unless it obtains the express written consent to indirect collection from the individual about whom the information pertains, in the form of consent prescribed by the FOIP Act and regulations.
- (c) Project Co must inform an individual from whom Project Co collects personal information:
 - (i) the purpose for the collection;
 - (ii) the legal authority authorizing the collection; and
 - (iii) the title, business address and business telephone number of the person designated by the City to answer questions concerning the collection.

4. USE OF PERSONAL INFORMATION

Project Co may only use or access personal information collected or created for the Project for the stated purpose, or reasonably related purpose, for which the information was collected or created.

5. DISCLOSURE OF PROJECT RECORDS

- (a) Subject to Section 2(c) [*Project Co's Role*] of this Schedule, Project Co may only disclose Project Records within its custody or control to the Senior Lenders and to its employees

and Sub-contractors who need the information or records to perform their functions, and otherwise only in accordance with the City's express written consent.

- (b) Without limiting the generality of the preceding, Project Co will not disclose Project Records containing personal information, third party business information, or intergovernmental affairs information, except as provided for in this Agreement or as expressly directed by the City;

6. ACCURACY OF PERSONAL INFORMATION

Project Co must make reasonable efforts to ensure that personal information used to make decisions about an individual is accurate and complete, and afford individuals the opportunity to correct personal information used to make decisions about them within the timelines stated in the FOIP Act.

7. REQUESTS FOR ACCESS TO PERSONAL INFORMATION

If Project Co receives a request for Project Records containing personal information within its custody or control, it will immediately refer that request to the City and will follow direction provided by the City in relation to responding to that request.

8. PROTECTION OF PERSONAL INFORMATION

- (a) Project Co must ensure the security of Project Records containing personal information within its custody or control by making reasonable arrangements to protect it from unauthorized access, collection, use, disclosure or destruction, and will provide to the City specific information regarding the steps taken to fulfill this requirement,
- (b) Project Co will make changes requested by the City for the purpose of meeting current or new technological change or privacy and records best practices and due diligence requirements in relation to the collection, use, disclosure, access, storage or destruction of Project Records within the custody or control of Project Co containing personal information.

9. STORAGE AND ACCESS TO PERSONAL INFORMATION

Project Co will not store personal information from or in Project Records, on cloud based solutions or outside of Canada without the City's express written consent which will not be unreasonably withheld , and will provide the City with any information or assistance it requires to conduct privacy impact assessments or due diligence pursuant to obtaining that consent.

10. INSPECTION OF PERSONAL INFORMATION

Upon the City's request, Project Co will provide to the City copies of its privacy policies, procedures, practices, guidelines and similar documents to allow the City to perform due diligence requirements under the FOIP Act in relation to the collection, use, access, storage, disclosure and destruction of Project Records within the custody or control of Project Co.

11. NOTICE OF BREACH

Project Co will immediately notify the City of unauthorized use, access, or disclosure of Project Records containing personal information or third party business information, providing as much detailed information as the City requests in relation to the breach, and will take prompt mitigation steps as directed by the City.

12. VIDEO, RADIO AND TELEPHONE SURVEILLANCE

Project Co shall ensure that the Surveillance System and any radio systems or telephone systems included in the System comply with the requirements of the FOIP Act and applicable City directives, procedures, guidelines and related documents, and will provide information required for a privacy impact assessment or evaluation, including but not limited to technological security reviews as the City directs.

13. SUB-CONTRACTORS

The provisions of this Schedule must be incorporated into the agreement of any Sub-contractor.

14. SURVIVAL

The provisions of this Schedule survive the expiry or termination of this Agreement.