

An Agreement Respecting Disclosure of Motor Vehicle Registration Information dated  
, 2002.

BETWEEN:

**HER MAJESTY THE QUEEN**  
**IN RIGHT OF THE PROVINCE OF MANITOBA,**  
as represented by the Minister of Transportation and Government Services  
("Manitoba")

– and –

**THE CITY OF WINNIPEG**  
( "Winnipeg" )

– and –

(the "Contractor")

**TABLE OF CONTENTS**

Part A - DEFINITIONS AND INTERPRETATION .....2  
    1.0 Definitions and Interpretation .....2  
Part B - INFORMATION .....3  
    2.0 What Information Manitoba Will Provide and How .....3  
    3.0 Conditions to Providing Information.....4  
    4.0 Authorized Uses.....4  
    5.0 Restrictions On Access To and Use Of Information .....4  
    6.0 Authorized Disclosure .....5  
Part C - CONTRACTOR'S OBLIGATIONS .....6  
    7.0 Compliance Obligations and System.....6  
    8.0 Processing Site .....7  
    9.0 Protection and Security Arrangements.....7  
    10.0 Destruction of Information .....9  
    11.0 Records of Access, Use, Disclosure and Destruction.....9  
    12.0 Reports to Manitoba .....10  
    13.0 Audits, Inspections and Reviews .....11  
    14.0 Notice of Change in Operations, Ownership etc. ....11  
    15.0 City of Winnipeg .....12  
Part D - LIABILITY .....12  
    16.0 Indemnification by the Contractor and Winnipeg .....12  
    17.0 Manitoba Not Liable for Errors and Omissions .....14  
Part E - TERM, SUSPENSION, TERMINATION .....14

18.0	Term of Agreement .....	14
19.0	Suspension or Termination.....	14
Part F -	GENERAL .....	16
20.0	Other Laws .....	16
21.0	Relationship, Assignment, etc. ....	16
22.0	Costs .....	17
23.0	Notices .....	17

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– and –

**THE CITY OF WINNIPEG**  
("Winnipeg")

– and –

(the "Contractor")

WHEREAS:

- A. The Contractor is a corporation incorporated under the laws of • and registered under *The Corporations Act (Manitoba)* with its principal office located in •, •.
- B. Winnipeg has engaged the Contractor to provide equipment, construction oversight and processing services in relation to an image capturing enforcement system (the "ICE System") approved pursuant to the regulations made under *The Highway Traffic Act*. The terms of the engagement are set out in an Agreement dated •, 2002 between the City of Winnipeg and the Contractor.
- C. Under the terms of the engagement by Winnipeg, the Contractor will produce Offence Notices under *The Highway Traffic Act* for Winnipeg Police Services.
- D. To generate the Offence Notices, the Contractor must match the license plate number of the vehicle captured on the ICE System with the name and address of the registered owner of the vehicle and the make, model, colour and year of the vehicle.
- E. The information described in Preamble D is Personal Information and is only available from the motor vehicle registration database of the Division of Driver and Vehicle Licensing of the Manitoba Department of Transportation and Government Services.
- F. The provisions of section 322(8) of *The Highway Traffic Act* permit the Registrar of Motor Vehicles to disclose personal information about vehicle owners from his or her records of vehicle registrations to a person who has a contract to produce Offence Notices for a municipality, or for a police force acting on behalf of a municipality or the government.
- G. The City of Winnipeg is a "public body" pursuant to *The Freedom of Information and Protection of Privacy Act* and as such, is subject to the restrictions regarding collec-



tion, use and disclosure of Personal Information under that Act. Under this Agreement, Winnipeg is responsible to monitor the Contractor's use and disclosure of the Information provided by Manitoba.

- H. The parties wish to ensure that the disclosure of Information by Manitoba to the Contractor conforms to the legislative requirements and wish to set out in writing the conditions and procedures for disclosure and protection of the Information.

## Part A - DEFINITIONS AND INTERPRETATION

### 1.0 Definitions and Interpretation

#### 1.1 In this Agreement:

- (a) "Authorized Employee" means an employee of the Contractor who:
- (i) needs to use the Information to carry out the authorized purposes in subsection 4.1 of this Agreement; and
  - (ii) is designated in writing by the Contractor (in accordance with subsection 5.1 of this Agreement) as an employee who is authorized to have access to and use the Information; and
  - (iii) has obtained and maintains the security clearance required under the Contractor – City of Winnipeg Agreement referred to in Preamble B; and
  - (iv) resides within Canada and is physically present in the Processing Site.
- (b) "Division" means the Division of Driver and Vehicle Licencing of the Manitoba Department of Transportation and Government Services;
- (c) "Information" means information about an identifiable individual, corporation, business, agency, organization or other entity which is provided by or received from Manitoba in any manner, form or medium and includes Personal Information;
- (d) "Offence Notice" means a notice in the form approved by the Division which shall include an information alleging the offence and a summons for court appearance. The Offence Notice shall be directed to the registered owner of the motor vehicle alleged to have been involved in the commission of an offence which may be enforced through the use of an image capturing enforcement system under *The Highway Traffic Act*;
- (e) "Personal Information" means information about an identifiable individual and includes:
- (i) an individual's name;



- (ii) an individual's address;
  - (iii) an individual's driver's licence number assigned by the Division;
  - (iv) a registration, licence plate or vehicle identification number assigned to an individual's motor vehicle record including the make, model and year of the individual's motor vehicle; and
  - (v) any other information about an individual which, alone or in combination with other information, could lead to the identification of that individual.
- (f) "Processing Site" means the physical location within Canada where the Contractor's servers used to store the Information received from Manitoba are located.
- 1.2 Words in the singular include the plural and words in the plural include the singular, as required by the context.
- 1.3 The requirements and obligations in this Agreement respecting the Information apply to all Information received by the Contractor from Manitoba in whatever manner, form or medium and apply whether the Information was provided or received before or after the commencement of this Agreement.

## Part B - INFORMATION

### 2.0 What Information Manitoba Will Provide and How

- 2.1 Subject to the terms and conditions of this Agreement, Manitoba agrees to provide to the Contractor, through the Division, the Personal Information from the Division's motor vehicle registration database corresponding to vehicle license plate numbers identified through the ICE System as committing those offences under *The Highway Traffic Act* for which use of an image capturing enforcement system is authorized.
- 2.2 The Division will provide the Personal Information described in subsection 2.1 to the Contractor in the manner and form described in Schedule B.
- 2.3 The Contractor agrees and acknowledges that Manitoba owns all title to and rights and interest in the Information provided by Manitoba, including copyright, intellectual property and other proprietary rights. The Contractor is granted a non-exclusive, non-assignable and non-transferable licence to use the Information, subject to the terms and conditions of this Agreement. This Agreement, and the licence contained in it, is not a sale of any or all of Manitoba's rights or interest in the Information.
- 2.4 Notwithstanding anything in this Agreement, Manitoba reserves the right to refuse access to Information, including the Personal Information, which is in the custody or under the control of the Division or Manitoba.

### 3.0 Conditions to Providing Information

#### 3.1 Before Manitoba provides any Information to the Contractor:

- (a) the Contractor must, at its cost, carry out a review and audit of its information practices and security arrangements respecting personal information using an external auditor. A copy of this review and audit must be provided to Manitoba and Manitoba must be satisfied with the results of the review and audit;
- (b) the Contractor must provide a list of its designated Authorized Employees as required by subsection 5.1;
- (c) the Contractor must designate the site located in Canada to be used as its Processing Site for purposes of this Agreement;
- (d) the Contractor must appoint an officer or employee as its compliance officer under subsection 7.2 and provide written notice to Manitoba of his or her name; and
- (e) Winnipeg must appoint an officer or employee as its compliance officer under subsection 15.3 and provide written notice to Manitoba of his or her name.

3.2 Notwithstanding any other provision of this Agreement, Manitoba will only provide Information under this Agreement if Manitoba is satisfied that the Contractor will be able to comply with the requirements of this Agreement.

### 4.0 Authorized Uses

4.1 The Personal Information may only be used to issue Offence Notices to the registered owner of those vehicles captured by the ICE System and determined to have violated those provisions of *The Highway Traffic Act* for which use of an image capturing enforcement system has been authorized.

### 5.0 Restrictions On Access To and Use Of Information

#### 5.1 The Contractor shall:

- (a) designate in writing its Authorized Employees;
- (b) provide a list of its designated Authorized Employees to the Division on signing this Agreement; and
- (c) promptly report to the Division any changes to the list.

The list shall include the name, position and work location of each Authorized Employee.



5.2 The Contractor represents and warrants that:

- (a) the Information will only be used by the Contractor and its Authorized Employees;
- (b) the Information will be kept in strict confidence and will only be used by the Contractor for the purposes authorized under subsection 4.1 of this Agreement; and
- (c) the Information will be stored only on servers located at the Processing Site and under the exclusive control of the Contractor.

5.3 The Contractor shall ensure that:

- (a) every use of or access to the Information by the Authorized Employees of the Contractor shall be limited to the minimum amount necessary to accomplish the authorized purposes described in subsection 4.1 of this Agreement;
- (b) no person makes unauthorized copies or reproductions of the Information, in whole or in part, in any manner, form or medium;
- (c) no person uses the Information to sell goods or services to any individual, corporation, business, agency, organization or entity the Information is about;
- (d) no person discloses the Information except as authorized in section 6.0 of this Agreement; and
- (e) no person modifies or alters the Information in a manner that is not authorized.

5.4 The Contractor shall not use, or permit any person to use, any Information received from Manitoba to:

- (a) contact, directly or indirectly, any individual, corporation, business, agency, organization or entity (including, without limitation, any contact for the purposes of solicitation), except as specifically authorized under subsection 4.1 of this Agreement; and
- (b) develop, establish, expand, modify or maintain a database or other collection of information in machine-readable form or any other form, except as specifically provided in this Agreement.

## 6.0 Authorized Disclosure

6.1 The Contractor and its Authorized Employees shall keep the Information confidential and shall not give access to or disclose, and shall not permit anyone to give access to or disclose, the Information in any manner, form or medium to any person, corporation, business, agency, organization or entity except as follows:



- (a) to Authorized Employees of the Contractor to the extent those Authorized Employees need to know the information to carry out the authorized purposes described in subsection 4.1 of this Agreement;
- (b) to the individual, corporation, business, agency, organization or entity the Information is about upon satisfactory proof of identity;
- (c) to Manitoba or its representatives for the purposes of this Agreement, including for the purpose of monitoring compliance with this Agreement and audits, investigations and reviews respecting this Agreement;
- (d) to an external auditor with the consent of Manitoba;
- (e) to Canada Post Corporation for the distribution of Offence Notices;
- (f) to Winnipeg Police Services for the purpose of issuing Offence Notices and responding to inquiries from the individual, corporation, business, agency, organization or entity the Information is about;
- (g) where disclosure is required by legislation;
- (h) where disclosure is required by an order of a court, person or body with jurisdiction to compel production of the Information or disclosure is required to comply with a rule of court that relates to the production of the Information.

6.2 Without limiting subsection 6.1 of this Agreement, the Contractor shall not:

- (a) sell or disclose the Information, or any part of the Information, for consideration; or
- (b) exchange the Information for any goods, services or benefit; or
- (c) give the Information to any individual, corporation, business, agency, organization or entity for any purpose, including (but not limited to) solicitation for charitable or other purposes;

and shall not permit any of these activities to take place by its Authorized Employees.

### **Part C - CONTRACTOR'S OBLIGATIONS**

#### **7.0 Compliance Obligations and System**

- 7.1 The Contractor shall ensure that all Authorized Employees are aware of and comply with the requirements, obligations and fair information practices in this Agreement.
- 7.2 The Contractor shall appoint an officer or employee of the Contractor as its compliance officer whose responsibilities shall include:

- (a) ensuring all Authorized Employees are aware of and comply with the requirements, obligations and fair information practices in this Agreement;
- (b) ensuring all records required under this Agreement are maintained and all reports required under section 12.0 of this Agreement are provided;
- (c) monitoring and ensuring the Contractor's compliance with this Agreement; and.
- (d) the Contractor shall obtain a signed pledge of confidentiality, satisfactory in form and content to Manitoba, from each Authorized Employee. The pledge shall include an acknowledgement that he or she is bound by the requirements, obligations and fair information practices in this Agreement and by the Contractor's security policies and procedures and is aware of the consequences of breaching any of them. A sample form of Pledge of Confidentiality is attached as Schedule A.

## **8.0 Processing Site**

- 8.1 The Contractor shall establish a Processing Site within Canada. The Information may only be stored on servers located at the Processing Site. No copy of the Information shall be stored on servers outside the Processing Site.
- 8.2 The Contractor shall not change the location of the Processing Site without at least sixty (60) days prior notice to Manitoba and no change shall be carried out until the Contractor has provided to Manitoba a review and audit of its security arrangements for the new Processing Site as required under subsection 3.1(a) upon commencement of this Agreement.

## **9.0 Protection and Security Arrangements**

- 9.1 The Contractor shall adequately protect the Information from risks, including use, access, disclosure and destruction which are not authorized by this Agreement.
- 9.2 In addition to complying with the requirements and obligations in this Agreement, the Contractor shall comply with any additional reasonable requirements established by Manitoba from time to time to protect the Information.
- 9.3 The Contractor shall put in place reasonable security arrangements, including administrative, technical and physical safeguards, that ensure the confidentiality and security of the Information and protect the Information against such risks as use, access, disclosure or destruction which are not authorized under this Agreement. These security arrangements shall take into account the sensitivity of the Information and the medium in which the information is stored, handled, transmitted or transferred.
- 9.4 Without limiting subsection 9.3 of this Agreement, the security arrangements which the Contractor shall put in place shall, as a minimum, include the following:



- (a) the Contractor may download and maintain the Information in electronic form on its computer network provided that:
  - (i) the computer network is a secure network and is accessible only to the Contractor and its Authorized Employees. In particular, the Contractor shall not allow access to the database even for any demonstration purposes to other potential customers;
  - (ii) the Information is protected by a series of passwords to prevent unauthorized access;
  - (iii) access to the passwords is limited to Authorized Employees of the Contractor who are physically present in the offices of the Contractor and who need access to the Information to carry out the authorized purposes described in subsection 4.1 of this Agreement;
  - (iv) the Contractor keeps an electronic record of every successful and unsuccessful attempt to gain access to the Information maintained in electronic form;
  - (v) the Contractor ensures that every transmission of the Information is recorded; and
  - (vi) the Contractor regularly reviews the electronic record to detect any security breaches not less than once every seven (7) days;
- (b) no other collection or database of the Information, in any form or medium, shall be maintained or created by the Contractor;
- (c) when transmitting the Information through non-paper means, the Contractor shall encrypt the Information using encryption software acceptable to Manitoba; and
- (d) when disposing of any media containing a record of the Information, the Contractor shall erase or destroy any Information contained on the media in a manner which adequately protects the confidentiality of the Information.

9.5 The Contractor shall establish written policies and procedures respecting the use of, access to, disclosure, protection and destruction of the Information which shall be consistent with and reflect the requirements of this Agreement and shall diligently enforce those policies and procedures. These security policies and procedures shall include:

- (a) provisions for identifying and recording security breaches and attempted security breaches; and
- (b) corrective procedures to address security breaches.



The Contractor shall provide a copy of the written policies and procedures when requested by Manitoba.

- 9.6 The Contractor shall train its Authorized Employees about the requirements of this Agreement and its security policies and procedures.

#### **10.0 Destruction of Information**

- 10.1 The Contractor shall destroy the Information, including, without limitation, all copies, in a manner which adequately protects the confidentiality of the Information:

- (a) immediately after any Information has been used for the authorized purposes under this Agreement, except to the extent that a record of the Information is required to prove the need for access to the Information under clause 11.1(a) of this Agreement or to comply with the requirements of clauses 11.1(b) or 11.1(d) of this Agreement; or
- (b) immediately where destruction of any Information is requested under or is required by this Agreement, or
- (c) in any event and notwithstanding any other provision of this Agreement, no later than seven (7) years after the Information was provided by Manitoba.

- 10.2 The Contractor shall provide certification in writing by a senior officer, satisfactory in form and content to Manitoba, of destruction of the Information in accordance with subsection 10.1 of this Agreement:

- (a) at the times required in subsection 12.3 of this Agreement; and
- (b) at any other time if requested by Manitoba.

#### **11.0 Records of Access, Use, Disclosure and Destruction**

- 11.1 The Contractor shall maintain the following records for a period of at least seven (7) years or for the period required to complete an audit or inspection under section 13.0 relating to the period of time covered by the records, whichever is the longer:

- (a) records proving the need for access to the Information by the Contractor, which readily permit the tracing of the request for the Information to the proof of the need for the Information, in the following form:
  - (i) a record of the licence plate number of the vehicle and a copy of the related Offence Notice created by the Contractor;
- (b) records respecting all uses of and access to the Information by the Contractor and its Authorized Employees;
- (c) records of all pledges of confidentiality required under subsection 7.2(d) of this Agreement; and

(d) records of all disclosures of the Information.

11.2 The Contractor shall maintain the following records for a period of at least seven (7) years or for the period required to complete an audit or inspection under section 13.0 relating to the period of time covered by the records, whichever is the longer:

- (a) records of the Contractor's security arrangements respecting the Information and of the Contractor's information practices;
- (b) records respecting the destruction of the Information; and
- (c) records of all security breaches and attempted security breaches, including (without limitation) any use of or access to the Information by the Contractor's owners, directors, officers, employees or agents, and corrective steps taken.

## 12.0 Reports to Manitoba

12.1 The Contractor shall, immediately upon becoming aware of any of the following, notify the Division in writing of:

- (a) any use of, access to, disclosure or destruction of the Information which is not authorized by this Agreement; and
- (b) any breach of any term or condition of this Agreement;

with full details of the unauthorized use, access, disclosure or destruction or of the breach. The Contractor shall immediately take all reasonable steps to prevent the recurrence of any unauthorized use, access, disclosure or destruction of the Information, or to remedy the breach, and shall promptly notify Manitoba in writing of the steps taken.

12.2 By April 30 of each year this Agreement is in effect, the Contractor shall provide to Manitoba a current certificate of corporate status for the Contractor evidencing it is current in all filings under The Corporations Act (Manitoba).

12.3 In addition to the reports required under subsection 12.1 and elsewhere under this Agreement, the Contractor shall provide the following reports, satisfactory in form and content to Manitoba, on a semi-annual (6 month) basis and within thirty (30) days of termination of this Agreement for any reason:

- (a) a written report of the number of requests for Information made in the reporting period;
- (b) a written report respecting all uses of and access to the Information, and all attempts to obtain access to the Information in the reporting period;
- (c) a written report of all disclosures of the Information, with a description of the circumstances surrounding each disclosure, made in the reporting period;



- (d) certification in writing of destruction of Information in accordance with section 10.0 of this Agreement during the reporting period; and
- (e) a written summary of every unauthorized use of, access to, disclosure and destruction of the Information and all breaches of any term or condition of this Agreement during the reporting period.

### **13.0 Audits, Inspections and Reviews**

- 13.1 At Manitoba's request the Contractor agree to appoint an independent, external auditor, at the Contractor's own expense, to conduct a review and audit of their information practices and security arrangements under this Agreement and shall provide copies of the results of any external review and audit to Manitoba within thirty (30) days of receiving the external auditor's report.
- 13.2 Manitoba and its representatives may carry out such inspections or investigations respecting the information practices and security arrangements of the Contractor, as Manitoba considers necessary to ensure that it is complying with the terms and conditions of this Agreement and that the Information is adequately protected. The Contractor shall co-operate fully in any such inspection or investigation, and shall permit Manitoba and its representatives access, at all reasonable times, to their property and to records and information relating to their information practices, security arrangements or this Agreement for these purposes and shall provide copies of any records and information requested for these purposes. For the purpose of this paragraph, Manitoba may appoint Winnipeg as its representative.
- 13.3 Manitoba may, without prior notice, have independent reviews or audits conducted respecting the information practices and security arrangements of any or all of the Contractor under this Agreement, at the expense of the Contractor. The Contractor shall co-operate fully in any such audit or review.
- 13.4 If any audit, review, inspection or investigation identifies deficiencies in the information practices or security arrangements of the Contractor, the Contractor shall immediately take steps to correct the deficiencies to the satisfaction of Manitoba and shall immediately notify Manitoba in writing of the steps taken.

### **14.0 Notice of Change in Operations, Ownership etc.**

- 14.1 The Contractor shall promptly (and in any event no later than thirty (30) days after the occurrence of the event) notify Manitoba in writing of the following events:
  - (a) a change in ownership of the Contractor, including (but not limited to) a sale, transfer or disposal of the controlling interest in or a majority of the shares held in the Contractor;
  - (b) an amalgamation of the Contractor with any other person, corporation, business, organization or entity;



- (c) the Contractor has or is about to cease to operate, or has been or is about to be dissolved.

**15.0 City of Winnipeg**

15.1 Winnipeg acknowledges that as a “public body” under The Freedom of Information and Protection of Privacy Act, it is subject to restrictions regarding collection, use and disclosure of Personal Information.

15.2 Winnipeg agrees that all Personal Information disclosed by Manitoba to the Contractor and subsequently disclosed by the Contractor to Winnipeg shall be:

- (a) used only for the purposes outlined in subsection 4.1; and
- (b) handled by Winnipeg in a manner consistent with the provisions of *The Freedom of Information and Protection of Privacy Act* and consistent with the obligations imposed by Manitoba on the Contractor under this Agreement.

15.3 Winnipeg shall appoint an officer or employee of Winnipeg as its compliance officer for the purposes of this Agreement whose responsibilities shall include:

- (a) ensuring Winnipeg complies with its obligations as a public body under *The Freedom of Information and Protection of Privacy Act* when using and disclosing the Personal Information; and
- (b) monitoring and ensuring compliance with this Agreement by the Contractor.

**Part D - LIABILITY**

**16.0 Indemnification by the Contractor and Winnipeg**

16.1 While this Agreement is in effect, and at all times thereafter, the Contractor is fully and solely responsible for:

- (a) the actions of each of its owners, directors, officers, employees and agents with respect to the use of, access to, disclosure, protection and destruction of the Information, whether or not the person is acting within the scope of his or her employment, agency or other relationship with the Contractor; and
- (b) any unauthorized use of, access to or disclosure or destruction of the Information, or any failure to adequately protect the Information.

16.2 While this Agreement is in effect, and at all times thereafter, Winnipeg is fully and solely responsible for:

- (a) the actions of each of its officers, employees and agents with respect to the use of, access to, disclosure, protection and destruction of the Information, whether or not the person is acting within the scope of his or her employment, agency or other relationship with Winnipeg; and

- (b) any unauthorized use of, access to or disclosure or destruction of the Information, or any failure to adequately protect the Information.
- 16.3 The Contractor shall be solely responsible for and shall save harmless and indemnify the Division, Manitoba and Winnipeg, and its ministers, officers, employees and agents, from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage to or loss of property, economic loss or incidental or consequential damages or infringement of rights (including, without limitation, privacy rights) caused by, or arising directly or indirectly from:
- (a) the use by the Contractor of Information received from Manitoba under this Agreement;
  - (b) the performance or breach of any term or condition of this Agreement by the Contractor or its owners, directors, officers, employees, agents or contractors;
  - (c) any unauthorized use of, access to or disclosure or destruction of the Information by the Contractor or its owners, directors, officers, employees, agents or contractors, or any failure by the Contractor or its owners, directors, officers, employees, agents or contractors to adequately protect the Information; and
  - (d) any omission or wrongful or negligent act of the Contractor or of any of its owners, directors, officers, employees, agents or contractors.
- 16.4 Winnipeg shall be solely responsible for and shall save harmless and indemnify the Division and Manitoba, and its ministers, officers, employees and agents, from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage to or loss of property, economic loss or incidental or consequential damages or infringement of rights (including, without limitation, privacy rights) caused by, or arising directly or indirectly from:
- (a) the use by Winnipeg of Information received from Manitoba under this Agreement;
  - (b) the performance or breach of any term or condition of this Agreement by Winnipeg or its officers, employees, agents or contractors;
  - (c) any unauthorized use of, access to or disclosure or destruction of the Information by Winnipeg or its officers, employees, agents or contractors, or any failure by Winnipeg or its officers, employees, agents or contractors to adequately protect the Information; and
  - (d) any omission or wrongful or negligent act of Winnipeg or of any of its officers, employees, agents or contractors.



**17.0 Manitoba Not Liable for Errors and Omissions**

- 17.1 Manitoba makes no warranty or representation with respect to the Information provided under this Agreement, with respect to the accuracy, completeness or currency of the Information or that the Information is fit for any purpose.
- 17.2 In no event will the Division or Manitoba, or their ministers, officers, employees or agents, be liable for any costs, damages, claims, liabilities or demands of any kind, including any claims, liabilities or demands with respect to any injury to persons (including, without limitation, death), damage or loss to property, economic loss or incidental or consequential damages or infringement of rights (including, without limitation, privacy rights), arising directly or indirectly from:
- (a) any error, omission or defect in the Information;
  - (b) the Contractor's use of or inability to use the Information;
  - (c) any delay by Manitoba in providing the Information; or
  - (d) failure by Manitoba to provide the Information.

**Part E - TERM, SUSPENSION, TERMINATION**

**18.0 Term of Agreement**

- 18.1 This Agreement takes effect on the date it is executed by the parties and continues in effect until any one of the following occurs:
- (a) this Agreement is terminated by any one of the parties in accordance with section 19.0; or
  - (b) the Contractor - City of Winnipeg Agreement is terminated for any reason.

**19.0 Suspension or Termination**

- 19.1 The Contractor is in breach of or in default under this Agreement if, at any time, Manitoba is of the opinion, acting reasonably, that:
- (a) the Contractor:
    - (i) has used, permitted access to or disclosed the Information in a manner which is not authorized under this Agreement, or is about to do so, or
    - (ii) has not adequately protected the Information from risks such as unauthorized use, access, disclosure or destruction, or
    - (iii) has submitted false or misleading information to Manitoba or made a false or misleading warranty or representation to Manitoba, or



- (iv) has failed to comply with, or is about to fail to comply with, any of its obligations or undertakings under this Agreement, or
  - (v) has become, or is about to become, bankrupt or insolvent, has gone into receivership or taken the benefit of any statute relating to bankrupt or insolvent debtors, or
  - (vi) has been or is about to be dissolved or has ceased or is about to cease to operate, or
  - (vii) has undergone a change in ownership, including (but not limited to) a sale, transfer or disposal of the controlling interest in or a majority of the shares held in the corporation, or
  - (viii) has undergone an amalgamation with any person, corporation, business, organization or entity; or
- (b) the results of any audit, inspection or review of the information practices or security arrangements of the Contractor are, in the opinion of Manitoba, unsatisfactory.
- 19.2 Where the Contractor is in breach of or in default under this Agreement, Manitoba, in its discretion, may:
- (a) suspend provision of the Information under this Agreement and impose terms and conditions respecting access to, use and disclosure of and transactions involving the Information. Once the terms and conditions are met to the satisfaction of Manitoba, Manitoba may, in its discretion, once more provide the Information in accordance with this Agreement; or
  - (b) terminate this Agreement at any time by notice in writing, effective immediately or as of the date of termination set out in the notice.
- 19.3 In addition to its rights under subsections 19.1 and 19.2 and without limiting any other rights which may be available, Manitoba may terminate this Agreement at any time by notice in writing, effective immediately or as of the date of termination set out in the notice, if Manitoba is of the opinion, acting reasonably, that there is a conflict between any term or provision of this Agreement and:
- (a) any provision of or amendment or change to any statute, regulation or other legislation affecting access to information, protection of privacy or this Agreement; or
  - (b) a recommendation of the Ombudsman of Manitoba, or a decision or order of any court or tribunal, under any statute, regulation or other legislation affecting access to information, protection of privacy or this Agreement; or
  - (c) any new or changed policy of the Division or of the Government of Manitoba affecting access to information, protection of privacy or this Agreement.

- 19.4 On expiration or termination of this Agreement for any reason , the Contractor shall:
- (a) immediately refrain from any further use of, access to, disclosure of and transactions involving the Information;
  - (b) notwithstanding any other provision of this Agreement, immediately destroy all Information which has been received from Manitoba (including, without limitation, all copies) in a manner which adequately protects the confidentiality of the Information or, at the request of Winnipeg, transfer to Winnipeg all Information required to be retained under the provisions of sub-clause 11.1(a)(i); and
  - (c) provide to Manitoba written certification from a senior officer of destruction or transfer of the Information in a form satisfactory to Manitoba.

## Part F - GENERAL

### 20.0 Other Laws

- 20.1 This Agreement is subject to any restrictions or limitations in, or provisions of, any statute, regulation or other legislation enacted or amended by the Legislature of Manitoba or the Parliament of Canada from time to time which may affect any term or provision of this Agreement.
- 20.2 The Contractor acknowledges that the *Personal Information Protection and Electronic Documents Act (Canada)* imposes obligations upon it respecting personal information and the Contractor:
- (a) represents and warrants that it currently and shall, throughout the Term of this Agreement, comply fully with the obligations imposed by that Act;
  - (b) agrees that the provisions of this Agreement are in addition to the obligations under that Act and do not in any way diminish or restrict the obligations under the *Personal Information Protection and Electronic Documents Act* which continue.
- 20.3 Those sections containing obligations, which by their very nature are intended to survive the termination or expiration of this Agreement, shall survive.

### 21.0 Relationship, Assignment, etc.

- 21.1 Nothing in this Agreement:
- (a) makes or shall be construed to make the Contractor an agent of, or partner with, Manitoba; or
  - (b) authorizes the Contractor to contract for, or incur any obligation on behalf of, Manitoba.



- 21.2 The Contractor shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement.
- 21.3 The Contractor shall not enter into any contract, sub-contract or arrangement with a third party involving use of or access to, or disclosure of, the Information for any purpose unless the other parties expressly consent in writing.
- 21.4 This Agreement shall be binding upon the successors of the Contractor.
- 21.5 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by all parties.
- 21.6 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- 21.7 Any waiver by Manitoba of any failure, default or breach by any one or more of Winnipeg and the Contractor under this Agreement shall not be effective unless given in writing by an authorized person and shall not constitute a subsequent waiver of a similar failure, default or breach or a waiver of any other failure, default or breach.
- 21.8 This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba.
- 21.9 This document contains the entire agreement between the parties, and supersedes all prior agreements, arrangements and understandings between the parties.
- 22.0 Costs**
- 22.1 Each party shall be responsible for all costs associated with carrying out its obligations under this Agreement including (without limitation) costs of software to encrypt and decode transmissions.
- 22.2 Nothing in this Agreement affects Manitoba's right to update, change or modify any technology that it uses for recording, storing or transmitting the Information. Winnipeg and the Contractor will be responsible for any technology changes or updates, and related costs, that may be required to allow the Contractor to continue to receive the Information from Manitoba.
- 23.0 Notices**
- 23.1 Any notice or other communication given or required under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, or by way of facsimile transmission, as follows:

**To Manitoba:**

Registrar, Driver and Vehicle Licensing  
Manitoba Department of Transportation  
and Government Services  
201 – 1075 Portage Avenue  
Winnipeg Manitoba R3G 0S1

Fax: 204-948-2018

**To the Contractor:**

Fax:

**To Winnipeg:**

Patrol Sergeant  
Winnipeg Police service  
The City of Winnipeg  
P.O. Box 1680  
Winnipeg, MB R3C 2Z7

Fax: 204-986-8114

- 23.2 Any notice given in accordance with subsection 23.1 of this Agreement shall be deemed to have been received by the addressee:
- (a) on the day delivered, if delivered personally;
  - (b) on the fifth business day after the date of mailing, if sent by prepaid registered mail; or
  - (c) on the date of transmission shown on the sender's confirmation of transmission notice, if sent by facsimile transmission.
- 23.3 If mail service is disrupted by labour controversy, notice shall be delivered personally or by facsimile transmission.
- 23.4 Any party may change the address and other information in subsection 23.1 by giving notice in writing to the other parties

This Agreement has been executed on behalf of Manitoba, Winnipeg, and the Contractor, by their duly authorized representatives, on the dates noted below.



Signed in the presence of:

FOR THE CONTRACTOR

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Signed in the presence of:

FOR THE GOVERNMENT OF MANITOBA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Signed in the presence of:

FOR THE CITY OF WINNIPEG

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

## SCHEDULE A

to An Agreement Respecting Disclosure of Motor Vehicle Registration Information between Her Majesty The Queen In Right of The Province of Manitoba, as represented by the Minister of Transportation and Government Services ("Manitoba") and The City of Winnipeg ("Winnipeg") and the Contractor dated • 2002

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### EMPLOYEE'S PLEDGE OF CONFIDENTIALITY

required under the Agreement under respecting disclosure of personal information under *The Freedom of Information and Protection of Privacy Act* of Manitoba between the Government of Manitoba and the Contractor dated \_\_\_\_\_ (the "Agreement").

#### I UNDERSTAND THAT:

1. As an officer or employee of the Contractor, I may have access to Personal Information provided by the Government of Manitoba, through the Driver and Vehicle Licensing Division of the Department of Transportation and Government Services, for the purposes of the image capturing enforcement system ("ICE System") operated by the Contractor.

The ICE System involves issuing Offence Notices to the registered owners of vehicles determined to have violated those provisions of *The Highway Traffic Act* for which use of an image capturing enforcement system has been authorized.

2. "Personal information", for the purposes of the Agreement and this Pledge of Confidentiality, means information about an identifiable individual which is received by the Contractor from the Government of Manitoba, in any form or manner under the Agreement, and includes:

- an individual's name;
- an individual's address;
- an individual's driver's licence number; and
- any other information about an individual which, alone or in combination with other information, could lead to the identification of that individual.

3. I am bound by the requirements of the Agreement and by the policies and procedures established by the Contractor respecting the collection, use, disclosure, protection, alteration, retention and destruction of any personal information to which I may have access in the course of carrying out my responsibilities as an employee or officer of the Contractor

#### I UNDERTAKE AND AGREE THAT:

1. I will not to collect, use, disclose, alter, retain or destroy personal information except for the purposes of the Project and in accordance with the requirements in the Agreement and any applicable policies and procedures of my employer.



2. I will treat all personal information to which I have access under the Agreement as strictly confidential and will use the personal information solely for the purpose of the Project of the Contractor and for no other purpose;
3. I will limit my access to and use of personal information to information that I am authorized by my employer to use and that I need to know to carry out my employment responsibilities with respect to the Project;
4. I will not remove any personal information, or any copy of personal information, in any form or medium, from the premises of my employer;
5. I will not retain or make unauthorized copies of any personal information, in any form or medium;
6. I will not modify or alter any personal information in any manner.
7. I will not disclose any personal information, in any form or medium, to any person, corporation, organization or entity, except as specifically authorized in subsection 6.1 of the Agreement (a copy of this subsection is attached to this Pledge of Confidentiality) and provided that my employer has also specifically authorized the disclosure in writing;
8. I will not sell or disclose any personal information for consideration or exchange any personal information for any goods, services or benefits;
9. I will comply with the requirements respecting protection of information and the security arrangements contained in section 9.0 of the Agreement (a copy of that section is attached to this Pledge of Confidentiality) and in my employer's policies.

I acknowledge that failure to comply with the undertakings in this Pledge of Confidentiality may result in my no longer having access to personal information, my being prohibited from providing services with respect to the ICE System, and in other disciplinary action or proceedings being taken against me by the Contractor.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The following provisions of the Agreement Respecting Disclosure of Motor Vehicle Registration Information are attached to the Employee's Pledge of Confidentiality:



## SCHEDULE B

to An Agreement Respecting Disclosure of Motor Vehicle Registration Information between  
**Her Majesty The Queen In Right of The Province of Manitoba**, as represented by the  
Minister of Transportation and Government Services ("Manitoba") and The City of Winnipeg  
("Winnipeg") and the Contractor dated •, 2002

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### INFORMATION – What Information Manitoba Will Provide and How

**Step 1** – the Contractor will forward, in electronic format, a file to the Division with the following information:

- (a) plate number
- (b) citation number
- (c) occurrence date

the Contractor will encrypt this file using PGP software before electronic transmittal to the Division.

**Step 2** – The Division will process the file and populate it with the following data from its vehicle registration/insurance database:

- (a) plate number
- (b) citation number
- (c) occurrence date
- (d) vehicle make
- (e) vehicle model
- (f) vehicle year
- (g) vehicle colour
- (h) registered owner's name
- (i) registered owner's address
- (j) registered owner's postal code
- (k) registered owner's driver's licence number, if available

**Step 3**– The Division will encrypt this file using PGP software before electronic transmittal to the Contractor.

**Step 4** – the Contractor will decode the file and use the information to send Offence Notices to the vehicle owners identified.