

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 11-1018

Being a by-law to authorize the Chief Administrative Officer to enter into an Authorized Requester Agreement with the Ministry of Transportation of Ontario.

WHEREAS under Section 8. (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

AND WHEREAS the Council of the Corporation of the Municipality of Temagami deems it desirable to enter into an Authorized Requester Agreement with the Ministry of Transportation of Ontario under the Municipal Parking Tag program in order to facilitate municipal by-law enforcement;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Chief Administrative Officer is hereby authorized and directed to execute the Authorized Requester Agreement (Municipal Parking Tag Program) attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

BE TAKEN AS READ A FIRST time on this 14th day of July 2011;

READ A SECOND AND THIRD time and finally passed this 14th day of July 2011 y .


MAYOR


CLERK

**AUTHORIZED REQUESTER
AGREEMENT**

(MUNICIPAL PARKING TAG PROGRAM)

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO, as represented by the
Minister of Transportation**

AND

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

AUTHORIZED REQUESTER AGREEMENT

THIS AGREEMENT made as of the 23rd day of June, 2011 (the "Effective Date").

BETWEEN:

**HER MAJESTY THE QUEEN in right of Ontario, as represented by
the Minister of Transportation**

("MTO")

- and -

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

(the "Municipality").

WHEREAS:

- A. MTO maintains computer databases containing information pertaining to driver, vehicle and motor carrier records;
- B. The Municipality requires access to such information for the purpose of commencing legal proceedings against registered licence plate holders who have committed parking infractions under Part II of the *Provincial Offences Act (Ontario)*, and/or in contravention of a municipal parking by-law; and
- C. MTO is prepared to permit the Municipality to obtain such access, subject to the provisions of this Agreement.

NOW THEREFORE MTO and the Municipality agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.1 Definitions.

In this Authorized Requester Agreement, unless the context requires a different meaning, the following terms shall have the following meanings:

"Agreement" means this agreement entitled "Authorized Requester Agreement", including the attached Schedules, any documents or instruments incorporated by reference in this agreement, and any amendments to any of the foregoing that may be agreed to in writing by MTO and the Municipality or that are otherwise provided for in this agreement.

"Application" means the application, in the form approved by MTO, submitted by the Requester to become an Authorized Requester.

"ARIS" means the Authorized Requester Information System of MTO, which is an electronic system used by MTO to receive Licensed Information Requests from Authorized Requesters, and to send Licensed Information Responses to Authorized Requesters and to maintain client profiles, as such system may be modified by MTO from time to time.

"Audit" and similar expressions mean the performance by, or on behalf of MTO, of such audits, reviews, investigations, inspections, confirmations, certifications, tests, studies and determinations of, or relating to, any matter or thing pertaining to this Agreement.

"Authorized Requester" means any person or other organization (including other municipalities) to whom MTO has, pursuant to an agreement, granted a non-exclusive, non-assignable and non-transferable licence to access and use the Licensed Information solely for Authorized Uses.

"Authorized Staff" means:

- (a) employees of the Municipality, and
- (b) individual third party contractors (but not corporations, partnerships or other legal entities) engaged by the Municipality to perform employee-like functions,

who need to access such Licensed Information or Passwords, in order for the Municipality to use the Licensed Information for Authorized Uses in accordance with this Agreement, and who are listed in

Part A-2 of Schedule "A".

"Authorized Uses" has the meaning set out in **section 4.1**.

"Business Day" means a day other than a Saturday, Sunday or a statutory, civic or public service holiday observed in the Province of Ontario.

"Claims" means any claims, demands, actions, causes of action, suits or proceedings against, or damages (including indirect, special, incidental, consequential or punitive damages), losses, liabilities or obligations of MTO, or of MTO's employees, agents or contractors.

"Confidential Information" has the meaning set out in **section 5.1**.

"Contractor Security Agreement" means a privacy and confidentiality agreement between the Municipality and Authorized Staff who are individual third party contractors engaged by the Municipality, in the form specified by MTO.

"Damages" means losses, compensation, damages (including indirect, special, incidental, consequential and punitive damages), expenditures, costs (including reasonable administrative costs and reasonable legal fees and costs), expenses, interest, liabilities, judgements, awards, taxes, fines, penalties, charges and amounts paid in settlement.

"Declaration" has the meaning set out in **section 10.2**.

"Delivery Channel" means the method or system by which a Licensed Information Request is transmitted or delivered from the Municipality to MTO or by which a Licensed Information Response is transmitted or delivered from MTO to the Municipality.

"Disclose" means directly or indirectly disclose, provide, distribute, exchange, sell, license, lease, give, make available or permit access to or use of; and **"Disclosed"**, **"Disclosing"** and **"Disclosure"** have corresponding meanings.

"Effective Date" means the effective date of this Agreement, as set out at the beginning of this Agreement.

"Employee Security Statement" means a privacy and confidentiality statement in the form attached as **Schedule "B"**, as may be modified by MTO from time to time.

"Fees" means those fees set out in **Schedule "C"**.

"FOIPPA" means the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time

"Fiscal Year" means a twelve (12) month period beginning on April 1 and ending on March 31 of the following year.

"Government of Ontario" means Her Majesty the Queen in right of Ontario or any ministry, agency, board, commission, department, corporation or other legal entity of or owned by the Government of Ontario.

"Grant" has the meaning set out in **section 2.1**.

"Initial Term" has the meaning set out in **section 3.1(a)**,

"Licensed Information" has the meaning set out in **Part A-I of Schedule "A"**:

"Licensed Information Request" means one request for Licensed Information contained in one collection of Licensed Information and pertaining to one driver, which request is in the format stipulated by MTO from time to time, and which request is transmitted or delivered by the Municipality to MTO using a Delivery Channel specified in **Part A-I of Schedule "A"**.

"Licensed Information Response" means the Licensed Information (or other response such as "no information available") transmitted or delivered by MTO to the Municipality, using a Delivery Channel specified in **Part A-I of Schedule "A"**, in response to a Licensed Information Request.

"Licensed Personal Information" means any Licensed Information that is Personal Information.

"MFOIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time.

"Non-disclosure Agreement" has the meaning set out in **section 5.3(c)**.

"**Password**" means any password, key, code or identifier assigned to a user in connection with making Licensed Information Requests or receiving or accessing Licensed Information Responses.

"**Permitted Recipient**" has the meaning set out in **Part A-I of Schedule "A"**.

"**Personal Information**" means personal information as defined in FOIPPA.

"**Personal Information Records**" means all Records of, or containing, Personal Information that is Processed by the Municipality in connection with the performance by the Municipality of the Municipality's obligations under this Agreement or the exercise by the Municipality of the Municipality's rights under this Agreement.

"**Privacy Default**" means a breach of: (i) any Privacy Laws; or (ii) any of the provisions of this Agreement relating to the Municipality's compliance with the Privacy Laws, including **Schedule "D"**; or (iii) any other provision of this Agreement where such breach involves or results in any Processing of (or failure to Process) Personal Information that is not strictly in accordance with this Agreement.

"**Privacy Laws**" means (a) FOIPPA (b) MFOIPPA and (c) the provisions of any other law from time to time that address any Processing of (or failure to Process) Personal Information.

"**Process**" means directly or indirectly create, access, collect, process, receive, hold, store, use or Disclose; and "**Processed**" and "**Processing**" have corresponding meanings.

"**POA**" means the *Provincial Offences Act* (Ontario) as amended from time to time.

"**Records**" means the records of the Municipality in any format or medium, including any "record" as defined in FOIPPA.

"**Records Custodian**" has the meaning set out in **section 9.5**.

"**Supporting Document**" means any of the documents which

- (a) support or verify information contained in the Application (as such information may subsequently have been changed in accordance with **section 12.2 (a)**); and
- (b) are listed in **Part A-I of Schedule "A"**.

"**Term**" means the Initial Term and any renewal(s) of this Agreement made in accordance with **section 3.1(b)**.

"**Warranty**" means any representation, warranty or condition, express, implied, collateral or statutory.

1.2 Schedules.

The following attached Schedules form part of this Agreement:

Schedule "A"	Specifications (Part A-I and Part A-2)
Schedule "B"	Employee Security Statement
Schedule "C"	Fee Schedule
Schedule "D"	Audit, Inspection and Review
Schedule "E"	Form of Monthly Report
Schedule "F"	Form of Annual Report
Schedule "G"	Form of MTO Report

ARTICLE 2 GRANT OF LICENCE

2.1 Grant.

Subject to the provisions of this Agreement, MTO hereby grants to the Municipality a non-exclusive, non-assignable and non-transferable licence (the "**Grant**") to access and use the Licensed Information solely for the Authorized Uses.

2.2 Title.

The Municipality acknowledges and agrees that MTO (or the Government of Ontario) is and shall at all times remain the sole owner of all right, title and interest in the Licensed Information, including all intellectual property rights (such as copyright) and other proprietary rights and trade secrets. Accordingly, the Grant is not, and shall not be deemed to be, a transfer, sale or disposition of any or all of MTO's right, title or interest of any kind in the Licensed Information.

2.3 Changes in Licensed Information.

- (a) Despite any other provision of this Agreement, the Municipality acknowledges and agrees that MTO reserves the right in its absolute discretion to add to, withdraw from, or change the content or structure of, or subject matter covered by, or cease to make available, any or all of the Licensed Information at any time.
- (b) Upon implementation by MTO of any of the changes contemplated in **section 2.3(a)** above, all references to "Licensed Information" in this Agreement shall be deemed to be amended to reflect such changes.

2.4 No Guarantees or Warranties.

The Municipality acknowledges and agrees that MTO does not warrant or guarantee the accuracy of the Licensed Information.

ARTICLE 3 TERM

3.1 Term.

Subject to the provisions of this Agreement:

- (a) This Agreement shall be effective on the Effective Date and shall continue in force for an initial term of twelve months (the "Initial Term").
- (b) This Agreement shall be automatically renewed for subsequent terms of twelve (12) months each, provided that:
 - (i) neither party provides to the other, at least **thirty (30)** days before the expiry of the then current term, written notice of that party's intention not to renew;
 - (ii) if requested by MTO, prior to such renewal the Municipality signs the form of authorized requester agreement that MTO then requires to be signed by Authorized Requesters;
 - (iii) the Municipality has updated the list of Authorized Staff contained in **Part A-1 and Part A-2 of Schedule "A"** and has reviewed and affirmed such list in accordance with **section 8.1**;
 - (iv) the Municipality has updated the information contained in the Application and has reviewed and affirmed such information in accordance with **section 12.2**; and
 - (v) prior to such renewal the Municipality has satisfied any other conditions that may be stipulated by MTO for the renewal of the Grant

3.2 Early Termination.

This Agreement shall automatically terminate in the event that MTO ceases to make available any Licensed Information to third parties outside of the Government of Ontario.

3.3 Termination Without Cause.

Notwithstanding any other provision of this Agreement, this Agreement may be terminated without liability by either party giving to the other party thirty (30) calendar days prior written notice of termination.

ARTICLE 4 AUTHORIZED USES


Initials

4.1 Authorized Uses.

The Municipality shall access and use the Licensed Information solely for the following uses (the "Authorized Uses"):

- (a) to send to registered licence plate holders notices that are prescribed by law where a

legal proceeding has been commenced by the Municipality against the registered licence plate holder alleging that the registered licence plate holder has committed an infraction against Part II of the *Provincial Offences Act (Ontario)* and/or a parking by-law enacted by the Municipality; and

- (b) to have Licensed Information certified by MTO for legal proceedings where it is alleged that the registered licence plate holder has committed an infraction against a parking by-law enacted by the Municipality.

4.2 Changes to Authorized Uses.

Despite **section 4.1**, the Municipality acknowledges and agrees that MTO shall have the right unilaterally to amend or delete any or all of the Authorized Uses at any time, effective upon written notice to the Municipality setting out the applicable amendment(s) or deletion(s).

4.3 Informed Consent.

Despite **section 4.1**, if required by MTO, the Municipality shall, prior to requesting, accessing or using any Licensed Information under this Agreement, obtain the informed consent of the individual to whom the Licensed Information is referable.

4.4 Demonstration that Uses Authorized

Upon MTO's request from time to time, the Municipality shall reasonably demonstrate that the Municipality's use of any particular Licensed Information (as specified by MTO) has been strictly in accordance with this Agreement. For avoidance of doubt, any breach of the requirements of this **section 4.4** shall constitute a Privacy Default.

4.5 Data Matching and Data Profiling.

- (a) Subject to the Authorized Uses, the Municipality shall not develop, or derive for any purpose whatsoever, any other product, work or database in human-readable or machine-readable form or otherwise, that incorporates, modifies, or uses in any manner whatsoever, any Personal Information contained in, or obtained from, the Licensed Information. This section shall not, however, apply with respect to any specific Personal Information which the Municipality had in its possession prior to receiving the Licensed Information.
- (b) Subject to the Authorized Uses, the Municipality shall not place any data which was not obtained under this Agreement, into a database containing Personal Information obtained under this Agreement, other than as first authorized by MTO in writing.

4.6 Individuals Not to be Contacted.

The Municipality shall not use the Licensed Information directly or indirectly to locate or contact any individual to whom the Licensed Information is directly or indirectly referable, other than as expressly stated in the Authorized Uses.

4.7 Survival.

For the avoidance of doubt, the obligations of the Municipality contained in this **Article 4** shall survive the expiry or termination of this Agreement.

ARTICLE 5 CONFIDENTIALITY


Initials

5.1 Confidential Information.

Subject to **sections 5.2, 5.3 and 5.4**, the Municipality shall hold in strict confidence all Licensed Information and any other confidential information or materials of MTO, or of third parties and in the possession or control of MTO, and any information derived from any of the foregoing (collectively, the "Confidential Information").

5.2 Maintain Confidentiality.

Without limitation to **section 5.1**, the Municipality shall not directly or indirectly:

- (a) disclose, make available, or provide or permit access to or use of, any Confidential

Information for any purpose (other than to its Authorized Staff who need to know such Confidential Information in order to carry out the Municipality's business, and who are permitted access to such Confidential Information strictly in accordance with **Article 8**);

- (b) reproduce or make copies, or permit any third party to reproduce or make copies, of any Confidential Information, in whole or in part (other than copies of Confidential Information made by the Authorized Staff contemplated in **section 5.2 (a)** in the normal course of the Municipality's business), other than as expressly stated in the Authorized Uses.

5.3 Disclosure of Licensed Information to Permitted Recipients.

- (a) Despite **section 5.2**, but subject to the provisions of **sections 5.3 (b), 5.3 (c) and 5.3 (d)**, the Municipality shall have the right to disclose particular Licensed Information (but not Passwords or any other Confidential Information) to Permitted Recipients solely for the purpose specified in **Part A-I of Schedule "A"**. For avoidance of doubt, nothing in this **section 5.3 (a)** permits the Municipality to give a Permitted Recipient general access to the Licensed Information in the Municipality's possession or control, nor shall a Permitted Recipient be entitled to make copies of Licensed Information.
- (b) The Municipality shall record (in such form and format as from time to time may be required by MTO) each disclosure to a Permitted Recipient. Such record shall include the particular Licensed Information disclosed, the Permitted Recipient to whom such Licensed Information was disclosed, the business purpose for such disclosure, and the date of disclosure. The Municipality shall maintain such records throughout the Term and for a period of three (3) years after the expiry or termination of this Agreement.
- (c) Prior to making any disclosure to a Permitted Recipient, the Municipality shall enter into a privacy and non-disclosure agreement with that Permitted Recipient, in the form specified by MTO in writing from time to time (the "**Non-disclosure Agreement**").
- (d) The Municipality shall ensure that each Permitted Recipient fully complies with the Non-disclosure Agreement. The Municipality shall be fully liable to MTO for any breach of the Non-disclosure Agreement by a Permitted Recipient, and any such breach shall constitute a breach by the Municipality of this Agreement.
- (e) The Municipality shall retain an original copy of each Non-Disclosure Agreement from the time it is executed until at least three (3) years after the date the Permitted Recipient who signed that Non-Disclosure Agreement ceases to be a Permitted Recipient. Upon MTO's request from time to time, the Municipality shall provide MTO with copies of all executed Non-Disclosure Agreements.

5.4 Disclosures Required by Applicable Law.

- (a) Despite **section 5.1**, the Municipality may, subject to **sections 5.4 (b) and 5.4 (c)**, disclose Confidential Information to the extent required by applicable law.
- (b) If the Municipality becomes compelled by applicable law to disclose Confidential Information, the Municipality may only disclose that part of the Confidential Information that it is compelled by applicable law to disclose, and may only disclose such Confidential Information in the manner and to the extent so compelled by applicable law.
- (c) If the Municipality becomes compelled by applicable law to disclose Confidential Information, the Municipality shall notify MTO of the disclosure as soon as is reasonably possible.

5.5 Survival.

For the avoidance of doubt, this **Article 5** shall survive the expiry or termination of this Agreement for any reason.

ARTICLE 6 PRIVACY LAWS

6.1 Privacy Laws.

- (a) This Agreement and the rights granted to the Municipality under this Agreement are

subject to any restrictions, limitations or provisions of any applicable law, including the Privacy Laws or any other legislation or regulations enacted by the Government of Ontario or by the Canadian federal government, whether enacted prior to or after the date of signing this Agreement.

- (b) Without limiting the generality of **section 6.1(a)**, this Agreement is subject to any provisions of any applicable law that may restrict or limit:
 - (i) the information included in the Licensed Information; or
 - (ii) the information that may be provided in response to a Licensed Information Request.

6.2 Compliance by Municipality.

The Municipality represents and warrants that it is, and at all times throughout the Term will remain, in full compliance with all applicable laws (including the Privacy Laws) relating to its Processing of Licensed Personal Information pursuant to this Agreement. Without limiting the generality of the foregoing, the Municipality shall comply with any written instructions or directions from MTO from time to time concerning Licensed Personal Information or Personal Information Records (including the Processing of such Licensed Personal Information or Personal Information Records).

6.3 Survival.

For the avoidance of doubt, this **Article 6** shall survive the expiry or termination of this Agreement for any reason.

ARTICLE 7 PROTECTION OF CONFIDENTIAL INFORMATION


Initials

7.1 Security of Confidential Information.

The Municipality shall maintain the security and integrity of the Confidential Information. Without limitation to the foregoing, the Municipality shall

- (a) keep all copies or partial copies of the Confidential Information in a physically secure location to which access is restricted;
- (b) ensure that access to any Confidential Information stored on a computer is Password-protected and that the Passwords are treated as Confidential Information and are changed on a frequent basis;
- (c) comply with the security provisions and standards set out in **Part A-I of Schedule "A"**; and
- (d) comply with such security requirements as are from time to time specified by MTO.

7.2 Security Products.

The Municipality shall be responsible for the selection, implementation and maintenance of appropriate security products, tools and procedures sufficient to meet MTO's requirements for protecting the Confidential Information from improper access, loss, alteration or destruction. The Municipality shall be responsible for establishing, monitoring and testing the Municipality's own security products, tools and procedures to ensure their adequacy.

7.3 Passwords.

- (a) **Deemed to be Confidential Information.** Any Passwords shall be deemed to be "Confidential Information" for the purposes of this Agreement.
- (b) **No Disclosure to Third Parties.** For the avoidance of doubt, the Municipality shall not disclose any Passwords to, or permit any access to, or use of, any Passwords by any third party, provided that nothing in this section shall prevent the Municipality from disclosing Passwords to its Authorized Staff who:
 - (i) need to know such Passwords in order for the Municipality to obtain and use the Licensed Information for Authorized Uses, and

- (ii) are authorized to access to such Passwords strictly in accordance with **Article 8.**

7.4 Restricted Access.

The Municipality shall at all times restrict access to the Confidential Information solely to Authorized Staff, in accordance with the requirements set out in this Agreement. The Municipality shall be responsible to MTO for any unauthorized access to Confidential Information resulting from the Municipality's failure to meet the Municipality's obligations in this Agreement (including this section).

7.5 No Exposure.

Subject to the Authorized Uses set out in **section 4.1**, and without limiting the generality of the restrictions or obligations placed upon the Municipality in **Articles 4, 5, 6 and 7**, no Confidential Information shall be exposed or placed so that it can be viewed by the public and/or any non-authorized persons.

7.6 Destruction of Confidential Information.

- (a) Subject to **sections 7.6(b) and 7.6(c) and 7.6(d)**, the Municipality shall destroy all copies of Confidential Information in its possession or control, upon or before the earlier of:
 - (i) the expiration or termination of this Agreement for any reason;
 - (ii) thirty (30) days following completion or fulfilment of the applicable Authorized Uses as set out in **section 4.1**; or
 - (iii) the third Business Day after the date of suspension, cancellation or voluntary cancellation of any or all of the Municipality's accounts with MTO or any or all of the Municipality's rights or privileges under this Agreement.
- (b) Despite **section 7.6(a)**, if this Agreement expires and no Event of Default has occurred and then remains outstanding, the Municipality shall not be required to destroy the Confidential Information and records referred to in that section for so long as there remains in full force and effect a separate written agreement entered into by the Municipality with MTO under which the Municipality is authorized to possess and use that Confidential Information and those records for the purposes for which they are then being possessed and used by the Municipality.
- (c) Despite **section 7.6(a)**, the Municipality shall not be required to destroy the Confidential Information and records referred to in that **section** to the extent (if any) that:
 - (i) the Confidential Information was also separately obtained by the Municipality from a third party that was not at that time under any obligation to keep such Confidential Information confidential; or
 - (ii) the Confidential Information pertains to an individual who has consented to having the Municipality keep that Confidential Information (provided that such consent is given in accordance with applicable law), or
 - (iii) the Municipality is required by applicable law to retain for any period of time any of the Confidential Information. The Municipality shall be permitted to retain such of that Confidential Information or those records, in such form and for such period of time, as is so required by applicable law, subject to the Municipality's confidentiality, non-disclosure and security obligations in this Agreement (including all of the Municipality's obligations in **Articles 4, 5, 6 and 7**).
- (d) For the avoidance of doubt, nothing in this **section 7.6** shall limit or release the Municipality from the security, confidentiality and non-disclosure provisions of this Agreement, which provisions shall survive any termination or expiration of this Agreement and shall remain in full force and effect until such time as they are satisfied or by their nature expire.

7.7 Retention of Licensed Information Within Canada.

The Municipality shall ensure that:

- (a) no Licensed Information Requests will be made, and
- (b) no Licensed Information Responses or Licensed Information will be received, transmitted, stored or retained by or on behalf of the Municipality

outside Canada, for any time period, no matter how short.

ARTICLE 8

AUTHORIZED STAFF

8.1 Listed in Part A-2 of Schedule "A".

The Municipality covenants and warrants that all Authorized Staff as of the date of this Agreement have been listed in **Part A-2 of Schedule "A"**. The Municipality shall, within ten (10) days of any change in the list of Authorized Staff, advise MTO of such change in writing or other format acceptable to MTO. Notwithstanding any other provision of this Agreement, MTO reserves the right in its absolute discretion:

- (a) to reject any employee or contractor of the Municipality as an Authorized Staff member; and
- (b) to prohibit an Authorized Staff member from accessing any Licensed Information.

8.2 Employee Training, Security Statements and Contractor Security Agreements.

The Municipality shall require all Authorized Staff:

- (a) when and as required by MTO, to take such training in the handling and protection of the Licensed Information as is made available to the Municipality by MTO;
- (b) who are Municipality employees, to enter into and comply with the Employee Security Statement; and
- (c) who are individual third party contractors engaged by the Municipality, to enter into and comply with a Contractor Security Agreement.

8.3 Authorized Staff Compliance.

The Municipality shall be solely responsible for ensuring that its Authorized Staff fully comply with the Municipality's confidentiality and security obligations contained in this Agreement. Without limiting the generality of the foregoing, or of **section 8.2**, the Municipality shall be solely responsible for ensuring full compliance with the Employee Security Statement and Contractor Security Agreement by Authorized Staff. The Municipality shall indemnify and hold harmless MTO from and against any Damages that occur as a result of any non-compliance with the Employee Security Statement or Contractor Security Agreement by such Authorized Staff.

8.4 Retention of Original Copies.

The Municipality shall retain an original copy of each Employee Security Statement and Contractor Security Agreement from the time it is executed until at least three (3) years after the date the Authorized Staff who signed that Employee Security Statement or the Contractor Security Agreement (as the case may be) ceases to be an employee or contractor of the Municipality. Upon MTO's request from time to time, the Municipality shall provide MTO with copies of all executed Employee Security Statements and Contractor Security Agreements.

ARTICLE 9

REPORTING AND RECORDS


Initials

9.1 Monthly Report

The Municipality shall duly complete and remit to MTO a monthly report which is contained in **Schedule "E"**. The signature of the Treasurer or Chief Financial Officer of the Municipality shall be affixed to the monthly report. The monthly report shall be remitted to and received by MTO within fifteen days after the end of each calendar month to which the monthly report corresponds. Where the Municipality owes MTO payment under **Article 16** herein, the monthly report shall be remitted along with the payment that is owing to MTO. Where no payment is owing to MTO under **Article 16** herein,

the monthly report that is remitted shall indicate as such.

9.2 Annual Report

The Municipality shall duly complete and remit to MTO an annual report as prescribed in **Schedule "F"**. The first annual report shall be remitted to, and received by MTO on or before April 15, 2005, and shall contain data corresponding to the period from the Effective Date to March 31, 2005. Subsequent annual reports shall be remitted to, and received by MTO on or before April 15 for each year that the Agreement is in effect, and shall contain data corresponding to the previous Fiscal Year.

9.3 MTO Reports

MTO shall duly complete and send an annual report to the Municipality as prescribed in **Schedule "G"**. The report shall be remitted and received by the Municipality on or before May 1st of each year that the Agreement is in effect, and the data contained in each report shall correspond to the previous Fiscal Year, except for the first annual report which shall correspond to the period from April 1, 2004, to March 31, 2005.

9.4 Records

MTO and the Municipality shall maintain written records, which shall be sufficient to enable both parties to produce the reports that are prescribed in **Schedules "E", "F" and "G"**. The Municipality shall retain the records contemplated in this **section 9.4.** throughout the Term and for three (3) years thereafter.

9.5 Records Custodian

Each party shall designate one or more individuals with appropriate authority as the persons responsible for the compilation and custody of the written records of that party prescribed in **section 9.4 (a "Records Custodian")**. The Records Custodian(s) designated by a party shall be competent to certify the accuracy and completeness of the written records that such party is required to maintain and produce. The Records Custodian(s) designated by each party is (are) set out in **Part A-2 of Schedule "A"**, provided that either party may change the designation upon notice to the other party given in accordance with **section 21.3.**

ARTICLE 10 AUDIT AND ANNUAL DECLARATIONS


Initials

10.1 Audit of Municipality.

The Municipality shall accommodate Audits of the Municipality in accordance with the provisions of **Schedule "D"**. For the avoidance of doubt, this **section 10.1** and **Schedule "D"** shall survive the expiry or termination of this Agreement for any reason.

10.2 Audit of Permitted Recipients

The Municipality shall ensure that each Permitted Recipient accommodates Audits of that Permitted Recipient in accordance with the provisions of **Schedule "D"** (as if that Permitted Recipient were the "Municipality" as specified in **Schedule "D"**), and that such Permitted Recipient fully co-operates with and assists MTO in carrying out such Audits in accordance with such provisions. The Municipality shall be fully liable to MTO for any failure by a Permitted Recipient to fulfil the requirements contemplated by this **section 10.2**, and any such failure shall constitute a breach by the Municipality of this Agreement. The Municipality agrees to indemnify and hold harmless the MTO from and against any Damages that occur as a result of any such failure.

10.3 Annual Declaration.

Prior to the expiry of each current Term, the Municipality shall complete, sign and submit to MTO a declaration (the "Declaration") relating to the Municipality's compliance with the obligations under this Agreement during the previous twelve (12) months. The Declaration shall be in such form and format as may be specified by MTO from time to time, and shall be executed by such officer of the Municipality, or other responsible person, as may be specified by MTO in the form of the Declaration.

ARTICLE 11 INFORMATION TRANSMISSION

11.1 "As Requested" Basis.

Licensed Information shall be provided by MTO to the Municipality through the Delivery Channels and on an "as requested" basis in response to Licensed Information Requests, all in accordance with the procedures specified by MTO from time to time. The Municipality acknowledges that, owing to the complexity and diversity of technologies utilized in the provision of Licensed Information Responses, MTO does not guarantee that it will transmit or deliver Licensed Information within a stipulated time after receipt of the applicable Licensed Information Request.

11.2 Incomplete, Inaccurate or Corrupted Documents.

- (a) If MTO reasonably suspects that a Licensed Information Request received from the Municipality was incompletely or inaccurately transmitted, or corrupted in transmission, or not intended for MTO, MTO shall so notify the Municipality. MTO shall not respond to such Licensed Information Request until MTO has received confirmation from the Municipality of the validity and completeness of the Licensed Information Request.
- (b) If the Municipality reasonably suspects that a Licensed Information Response received from MTO was incompletely or inaccurately transmitted, or corrupted in transmission, or not intended for the Municipality, the Municipality shall so notify MTO. The Municipality shall not rely upon any information until the Municipality has received confirmation from MTO of the validity and completeness of the Licensed Information Response. If requested by MTO, the Municipality shall return or destroy an invalid or incomplete Licensed Information Response.

11.3 Deemed Authorization.

The Municipality shall establish reasonable and appropriate systems, methods and procedures to control the transmission or delivery of Licensed Information Requests and the receipt of Licensed Information Responses. Subject to **section 11.2**, each Licensed Information Request sent by the Municipality to MTO under this Agreement shall be deemed to have been duly authorized by the Municipality and shall be binding upon the Municipality, unless the Municipality otherwise notifies MTO before MTO responds to or makes any use of that Licensed Information Request.

**ARTICLE 12
APPLICATION INFORMATION**

12.1 Warranty.

The Municipality represents and warrants that all information contained in the Application is true, correct and complete as of the date of the Application.

12.2 Updates.

- (a) Within ten (10) Business Days after the occurrence of any change in any of the information contained in the Application, or any change to any of the information previously provided pursuant to this **section 12.2 (a)**, the Municipality shall notify MTO (in writing or other format acceptable to MTO) of such change.
- (b) Prior to the expiry of any of the Supporting Documents, and no later than ten (10) days after the date of an amendment to any of the Supporting Documents, the Municipality shall provide MTO with a copy of the replacement Supporting Document, or of the amended Supporting Document, as the case may be. Upon the request of MTO, the Municipality shall provide MTO with an original or certified copy of any Supporting Document. **MTO reserves the right, upon notice to the Municipality, to add additional documents to the list of Supporting Documents contained in Part A-I of Schedule "A".**

**ARTICLE 13
REVIEW AND RE-VERIFICATION**


Initials

13.1 Review and Re-Verification Annually and as Required by MTO.

At least **thirty (30)** days prior to the expiry of each current Term, and at such other times during each Term as may be required by MTO, the Municipality will review and re-verify (in such form and format as may be specified by MTO from time to time) the information contained in the Application, as such information may subsequently have been changed in accordance with **section 12.2 (a)**.

ARTICLE 14

AUTHORIZED REQUESTER INFORMATION SYSTEM

14.1 Electronic Requests.

If the internet has been included as a Delivery Channel in **Part A-I of Schedule "A"**, MTO will accept Licensed Information Requests from the Municipality, and will provide Licensed Information Responses in accordance with specifications set out in **Part A-I of Schedule "A"** utilizing ARIS.

14.2 Password Assignment.

- (a) The Municipality shall (in writing or other format acceptable to MTO), advise MTO of those members of the Authorized Staff whom the Municipality wishes to have access to ARIS.
- (b) MTO, at its discretion, shall assign user identification and Passwords to members of the Authorized Staff in accordance with security policies and procedures of MTO. Notwithstanding the foregoing, MTO reserves the right not to issue user identification or a Password to any individual or individuals regardless of their designation as Authorized Staff.
- (c) The Municipality shall ensure that only Authorized Staff who log onto ARIS using the user identification and Password assigned to them by MTO (as such Password may be changed from time to time) can gain access to the Passwords or make Licensed Information Requests or receive Licensed Information Responses through ARIS.

14.3 Municipality Systems.

In order to access Licensed Information utilizing ARIS, the Municipality shall obtain, install and test, at the Municipality's own expense, the following computer equipment, software and services, with the following minimum specifications:

- Pentium computer or higher;
- Internet Explorer, Netscape or higher; and
- Internet service.

The Municipality acknowledges and agrees that MTO shall have no responsibility for providing technical support, or maintenance, for any of the Municipality's own systems required to access ARIS.

ARTICLE 15

CERTIFICATION OF RECORDS

15.1 Certification by Registrar

The Municipality shall only request that Licensed Information be certified by the Registrar of Motor Vehicles (MTO) when the Municipality is required to do so for the purpose of legal proceedings or for some other purpose required by law.

15.2 Transmission of Certified Licensed Information

MTO shall transmit to the Municipality, by mail or such other method as may be agreed to by both parties, all Licensed Information which it has certified in paper format.

ARTICLE 16

FEES AND PAYMENT METHODOLOGY

16.1 Fees and Payment Schedule.

For obtaining Licensed Information from MTO under this Agreement, the Municipality shall pay the Fees, and comply with the payment methodology, as set out in Schedule "C".

ARTICLE 17

INDEMNITY AND LIMITATION OF LIABILITY

17.1 Indemnity.

- (a) The Municipality agrees to defend, indemnify and hold harmless the Government of Ontario and its officers, employees, agents or contractors, from and against any and all Claims and Damages that may occur, by reason of:
 - (i) any breach or deemed breach of this Agreement by the Municipality, or
 - (ii) any non-compliance with Employee Security Statements or Contractor Security Agreements by any of the Authorized Staff; or
 - (iii) any non-compliance with Non-Disclosure Agreements by any Permitted Recipient; or
 - (iv) any negligent, improper, or unauthorized use or dissemination of Confidential Information by the Municipality or by the officers, employees, contractors (including Authorized Staff) or agents of the Municipality; or by Permitted Recipients; or
 - (v) inaccurate or out-of-date information contained in Licensed Information furnished to the Municipality by MTO.

17.2 Limitation of Liability.

- (a) The Government of Ontario makes no Warranties with respect to the Licensed Information, including any Warranties that any Licensed Information (or any information contained in the Licensed Information) will be accurate, complete or up-to-date, or free of errors or omissions, in whole or in part, or that any Licensed Information will be fit for any purpose.
- (b) In no event will the Government of Ontario be liable for any Damages or Claims, including any Claims for loss of profits or other incidental or consequential damages, arising out of the Municipality's use of, or inability to use or access, any Licensed Information, or delays by MTO, or from failure to supply Licensed Information, or from inaccurate, incomplete or out-of-date information contained in any Licensed Information.
- (c) The Municipality releases and forever discharges the Government of Ontario (and the Government of Ontario's officers, employees, agents and contractors) from any Claims relating to any Warranties contemplated in **section 17.2(a)** and from any Damages or Claims contemplated in **section 17.2(b)**.

17.3 Survival.

The provisions of this **Article 17** shall survive the expiry or termination of this Agreement for any reason.

ARTICLE 18
DEFAULT AND REMEDIES

18.1 Events of Default.

"Events of Default" shall include any one or more of the following:

- (a) the Municipality is merged with, or annexed by, another municipality;
- (b) the Municipality has submitted false or misleading information to MTO (including false or misleading information in the Application) or makes a false representation in this Agreement or the Application;
- (c) the Municipality has failed to update the information contained in the Application or has failed to review and re-verify such information in accordance with **section 12.2**;
- (d) there is a material degradation in the security measures (including security products, tools or procedures) that the Municipality has in place to protect the Licensed Information from improper access, loss, alteration or destruction;
- (e) the Municipality commits a Privacy Default and such Privacy Default is not curable or such Privacy Default is curable but the Municipality fails to cure it as expeditiously as possible and in any event within twenty four (24) hours of receiving notice of such Privacy Default from MTO;

- (f) The Municipality fails to make any payment as required under this Agreement, or if payment is in the form of a cheque or other negotiable instrument, such payment is rejected for not sufficient funds;
- (g) the Municipality fails to meet any other term or condition of this Agreement (excluding any other default expressly referred to in this **section 18.1**) and such default is not curable or such default is curable but the Municipality fails to cure it within ten (10) days of receiving notice of such default from MTO; or
- (h) the Municipality is, or is deemed to be, in default under any other agreement(s) with MTO relating to access or use of any Confidential Information.

18.2 Remedies.

- (a) Upon the occurrence of an Event of Default, MTO shall have the right, effective immediately without notice, to:
 - (i) terminate this Agreement;
 - (ii) suspend or cancel any or all of the Municipality's accounts with MTO;
 - (iii) suspend or cancel any or all of the rights or privileges of the Municipality under this Agreement; and/or
 - (iv) suspend or cancel any or all of the Passwords issued by MTO to the Municipality.
- (b) MTO may also pursue any appropriate administrative, civil and/or criminal remedies for default of any of the provisions of this Agreement.

18.3 Notification of Default.

The Municipality shall notify MTO in writing immediately upon becoming aware that an Event of Default has occurred, or that any other provisions of this Agreement have been breached.

ARTICLE 19
AMENDMENTS TO THE AGREEMENT

19.1 Amendments.

The Municipality acknowledges and agrees that MTO shall have the right unilaterally to amend this Agreement from time to time. Such amendments shall become effective ten (10) days after the Municipality's receipt of written notice of such amendments (or at any later time specified in such notice). Notwithstanding the foregoing, MTO shall have the right unilaterally to amend the Fees set out in **Schedule "C"**, without notice to the Municipality.

19.2 Termination.

If the Municipality receives a notice of any amendments under **section 19.1**, the Municipality shall have the right to terminate this Agreement effective upon written notice to MTO.

ARTICLE 20
PROMOTIONAL MATERIAL

20.1 Accuracy.

Any promotional or informational material disseminated by the Municipality in connection with the Licensed Information or access to the Licensed Information shall be accurate and shall be consistent with the terms and provisions of this Agreement, and shall contain only factual statements relating to the Licensed Information and the purpose and conditions of access as set forth in this Agreement. For the avoidance of doubt, nothing in this **section 20.1** shall be deemed to limit or release the Municipality from any of the confidentiality, security or privacy provisions of this Agreement.

20.2 MTO Trade-Marks and Logo.

Neither MTO's name nor any MTO trade-mark or logo may be used by the Municipality without the prior written consent of MTO.

ARTICLE 21

GENERAL PROVISIONS

21.1 Force Majeure.

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of that party, including acts of God, acts of war, fires, floods or other disasters, strikes, walkouts, lockouts, communication line or power failure, or failure, inoperability or destruction of computer hardware, software or firmware (unless caused by the negligence of that party), or any negligence, wilful misconduct or breach of this Agreement by the other party.

21.2 Non-Assignability.

The Municipality may not assign or transfer this Agreement, or any right under this Agreement, either in whole or in part. Subject to this restriction, this Agreement shall enure to the benefit of, and bind, the parties and their respective successors and assigns.

21.3 Notices.

- (a) Any notification or other communication to be given under the provisions of this Agreement shall be in writing and shall be given by personal delivery, or sent by electronic facsimile, or mailed by a prepaid registered mail or delivered by courier service. Subject to change by either party with written notice in accordance with this **section 21.3**, notices shall be addressed in accordance with the addresses set out in **Part A-2 of Schedule "A"**.
- (b) Notices shall be deemed to have been effectively given on the date of personal delivery, the date of electronic facsimile transmission or the date of delivery by courier service, or in the case of service by registered mail five (5) days after the date of mailing.

21.4 Waiver.

Failure of MTO to complain of any act or failure to act of the Municipality, or to declare the Municipality in default, shall not constitute a waiver by MTO of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing, duly executed by MTO.

21.5 Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes all prior understandings, discussions, negotiations, commitments, warranties and agreements, written or oral, express or implied, between them. Notwithstanding the foregoing, this **section 21.5** shall not serve to terminate or cancel any outstanding liability or payment arising out of any prior agreements or arrangements of the parties with respect to access to, and use of, the Licensed Information. Except as expressly provided in this Agreement and subject to **section 19.1**, this Agreement may be amended or modified only by an instrument in writing executed by each of the parties.

21.6 Survival of Provisions.

Obligations under this Agreement which expressly or by their nature survive the termination or expiry of the Term will continue in force subsequent to, and in spite of, such termination or expiry until they are satisfied or by their nature expire.

21.7 Governing Law.

This Agreement shall be deemed to have been formed in the Province of Ontario and shall be governed by the laws in force in Ontario (and the laws of Canada applicable in Ontario). Each party irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising under, or related to, this Agreement.

21.8 Interpretation.

- (a) Headings are not to be considered part of this Agreement, and are included solely for convenience and are not intended to be full or accurate descriptions of the content of the paragraph.
- (b) In this Agreement, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; words importing persons include individuals, sole proprietors, corporations, partnerships, trust and unincorporated associations.

- (c) Unless specified otherwise in this Agreement, a reference in this Agreement to a statute refers to that statute as in force at the Effective Date and as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute. A reference to a statute shall be deemed to include any regulations made under that statute.
- (d) For purposes of this Agreement, unless otherwise provided in this Agreement, a period of days or Business Days shall be deemed to:
 - (i) begin on the first day after the event that began that period, and
 - (ii) end at 5:00 p.m. (Eastern Standard Time or Eastern Daylight Savings Time, as the case may be) on the last day or Business Day, as the case may be, of that period.
- (e) In this Agreement the words "**include**", "**includes**" or "**including**" mean "include without limitation", "includes without limitation" and "including without limitation", respectively, and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

IN WITNESS WHEREOF, each of the parties have executed and delivered this Agreement as of the date first above written.

**HER MAJESTY THE QUEEN in right of Ontario, as
represented by the Minister of Transportation**

for Paul Brown, Director, Licensing Services Branch

By: 

Wilma Piovesan

Manager, Information Management Services Oversight
Office

Date: July 27, 2011

MUNICIPALITY:

By: 

Print Name: Patrick Cormier

Title: Chief Administrative officer

Date: July 22, 2011

I have the authority to bind the organization.

SCHEDULE "A"
SPECIFICATIONS

Part A-I

A. Licensed Information:

PLDABS - Plate by date Abstract with Address
PLCABS - Certified Plate by Date Abstract with Address

B. Permitted Recipient(s):

Third party providers of parking ticket program software who may access Licensed Information solely for the purpose of supporting such software on behalf of the Municipality.

C. Delivery Channels:

- (a) For Licensed Information Requests: Internet
- (b) For Licensed Information Responses: Internet

D. List of Supporting Documents:

Security Statement, 9999-12-31
Authorized Application Signor Data & Signature, 9999-12-31

E. Security Provisions and Standards:

Security Provisions: By law office locked when Officer not in building. File stored in locked cabinet By law computer password protected, Only the By law officer has password.

Part A-2

A. Addresses for Notice:

(a) For MTO

Information Management Services Oversight Office
Main Floor, Building "A"
2680 Keele Street
Downsview ONTARIO M3M 3E6

Attention: Coordinator, Business Information Services Unit

Telephone: (416) 246-7112
Facsimile: (416) 235-4465

(b) For the Municipality

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

Physical Address:
7 Lakeshore Drive
Temagami, ONTARIO
POH 2H0
CANADA

Mailing Address:
7 Lakeshore Drive, Box 220
Temagami, ONTARIO
POH 2H0
CANADA

Attention: Mr. Monty Cummings, Municipal Law Enforcement/CBO

Telephone: (705) 569-3421 x205
Facsimile: (705) 569-2834

B. List of Authorized Staff:

Mr. Monty Cummings, Municipal Law Enforcement/CBO
Mr. Patrick Cormier, Chief Administrative Officer

C. Records Custodians:

(a) **MTO:**

(Title)	Supervisor, Data Access Unit
(Telephone Number)	(416) 246-7214

(b) **The Municipality:**

(Title)	
(Telephone Number)	() -

SCHEDULE "B"
MUNICIPALITY EMPLOYEE SECURITY STATEMENT 11260

Employee Name:	
Division:	
Position #:	

1. THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI (the "**Municipality**") is licensed to receive confidential and personal information (the "**Information**") from files and data bases administered by the Ontario Ministry of Transportation ("**MTO**"). **MTO** is committed to protecting this Information from unauthorized access, use or disclosure. The following policies have been adopted to address employees' responsibilities for handling and protecting this Information.

2. As an employee of the Municipality, you may access this Information only when necessary to perform your duties as such employee in the course of your employment, and only for the following purposes:

AU08 - Locating and invoicing owners of abandoned/illegally parked vehicles. For the avoidance of doubt, Licensed Information accessed and used for this Authorized Use cannot be disclosed to third parties for the purpose of collection of outstanding debts from the owners who have been located and invoiced.

3. You must not access or use this Information for personal reasons. (Examples of inappropriate access or misuse of Information include, but are not limited to: making inquiries for personal use or processing transactions on your own records or those of your friends or relatives; accessing Information about another person, including locating their residence address, for any reason not related to your work responsibilities or not authorized by the Municipality.)

4. You may disclose Information only to individuals who have been authorized to receive it through appropriate procedures which have been authorized by MTO. (Examples of unauthorized disclosures include but are not limited to: looking up someone's address for a friend.)

5. You must take reasonable precautions to maintain the secrecy of any password you use to access Information electronically. Reasonable precautions include, but are not limited to: not telling others your password or knowingly allowing them to observe while you enter it at a terminal; and frequently changing your password (and, if you suspect your password has been used by someone else, changing it immediately and notifying the Municipality); and selecting random passwords that are not easy for others to guess.

6. You must take reasonable precautions to protect data entry terminals and equipment from unauthorized access. Reasonable precautions include, but are not limited to: not leaving your terminal unattended while you are logged onto the system; exiting the database which contains any Information when you leave your workstation; securing your terminal with a locking device if one has been provided; storing in a secure place any user documentation to programs through which electronic access to any Information may be gained; and reporting any suspicious circumstances or unauthorized individuals you have observed in the work area to the Municipality.

I have read and I understand the security policies stated above, and will comply with them and any other security policies issued in the future by the Municipality, MTO. I understand that failure to comply with these policies may result in disciplinary action by the Municipality and/or civil or criminal prosecution in accordance with applicable statutes.

_____ Signature of Employee	_____ Date
_____ Witnessed By	_____ Date

SCHEDULE "C"
FEES AND PAYMENT SCHEDULE

1. Payment of Amounts

- (1) The Municipality shall pay MTO the following amounts for accessing the Licensed Information:
 - (a) \$8.25 of every allowance of \$11 that the Municipality receives for each notice of impending conviction that the Municipality issues where a conviction is subsequently obtained under subsection 18.2(6) of the POA (the allowance is authorized by subsections 12(1), (3), O. Reg. 949 made under the POA);
 - (b) subject to clause 1(2) of this Schedule, \$8.25 of every allowance of \$9.00 that the Municipality receives for each fine that it collects in connection with a conviction under section 18.4 of the POA (deemed not to dispute charge due to failure to appear at the time and place appointed for the hearing) (the allowance is authorized by subsection 12.1(1), O. Reg. 949 made under the POA).
- (2) Where the Municipality receives an allowance of less than \$9.00 as authorized by subsection 12.1(1) of O. Reg. 949, it shall not remit the amount specified in clause (b), but instead it shall remit to MTO any amount it receives in excess of \$0.75, up to the amount of \$8.25.

2. Method and Timing of Payment

Subject to Clause 3 of this Schedule, the Municipality shall remit a payment by cheque which shall be received by MTO on or before the fifteenth day of each month for the amount prescribed in clause 1 above. The payment that is remitted to MTO shall be the amount owing to MTO from the previous calendar month and shall be accompanied by the corresponding monthly report (in accordance with **section 9.1** of the Agreement).

3. Back Payment

Between July 1, 1998 and the first day of the month in which this Agreement is executed, if the Municipality has accessed and used Licensed Information for which payment remains due and owing to MTO, the Municipality shall remit such payment by cheque to MTO within (30) days after the date of execution of this Agreement. Such payment shall be accompanied by monthly reports (in accordance with **section 9.1** of the Agreement) containing the corresponding data for any month for which payment is outstanding.

4. Payment Information

Any payments owing to MTO under this Agreement or the Schedules made hereunder shall be made payable to the Minister of Finance/MTO. All payments and any reports that are required to be sent to MTO under this Agreement or the Schedules made thereunder shall be sent to:

Ministry of Transportation
Information Management Services Oversight Office
Attention: Supervisor, Data Access Unit
2680 Keele St., Building "A"
Downsview ONTARIO M3M 3E6

SCHEDULE "D"
AUDIT, INSPECTION AND REVIEW

1. Right of Audit.

MTO shall each have the right, from time to time, to Audit such of the Municipality's operations as relate to or are involved in the performance of the Municipality's obligations under this Agreement, including:

- (a) the Municipality's security arrangements (including the Security Statements and Contractor Security Agreements), and the Municipality's books and records; and
- (b) any media of, or in the possession of, the Municipality that contain any Confidential Information.

2. Timing of Audits.

The Audits contemplated in this **Schedule "D"** may be conducted at any time during the Municipality's normal business hours upon 24 hours' prior written notice (or, in the case of Audits relating to possible Privacy Defaults, without prior notice).

3. Authorized MTO Representatives.

MTO shall have the right to engage third party representatives to perform Audits contemplated in this **Schedule "D"**.

4. Privacy Compliance.

- (a) **Privacy-related Audits.** Without limitation to the generality of this **Schedule "D"**, the Audit rights of MTO shall include the right to measure the Municipality's compliance with: (A) the Privacy Laws; (B) the provisions of this Agreement relating to the Municipality's compliance with the Privacy Laws; (C) the provisions of **Articles 4 to 8 inclusive**; and (D) any other provisions of this Agreement that relate to Personal Information or the Processing of Personal Information.
- (b) **Privacy Compliance Meetings.** In addition to performing the Audits contemplated in **section 4 (a)**, MTO may require the Municipality to meet with MTO to review the results of such Audits as they relate to the matters referred to in **section 4 (a)**. Such meetings shall be held at such times and places as MTO may mutually agree upon with the Municipality from time to time, acting reasonably. However, if as a result of any such Audit MTO has reason to believe that the Municipality has committed a Privacy Default, MTO may require such meeting to be held within one (1) Business Day of MTO's notifying the Municipality in writing that MTO wishes to hold such meeting.

5. Performance Reviews.

- (a) **Audits Relating to Overall Performance.** Without limitation to the generality of this **Schedule "D"**, the Audit rights of MTO shall include the right to measure the Municipality's overall performance of its obligations under this Agreement.
- (b) **Meetings to Review Overall Performance.** In addition to performing the Audits contemplated under **section 5 (a)**, MTO may require the Municipality to meet with MTO to review the results of such Audits as they relate to the matters referred to in **section 5 (a)**. Such meetings shall be held at such times and places as MTO (as the case may be) may mutually agree upon with the Municipality from time to time acting reasonably.

6. Location and Manner of Audits.

The Audits contemplated in this **Schedule "D"** may be conducted on-site at the location(s) of any of the Municipality's businesses or operations that relate to, or are involved in, the performance of the Municipality's obligations under this Agreement or the exercise of the Municipality's rights under this Agreement, including the location(s) of any of the following:

- (a) the Security Statements or Contractor Security Agreements, or the Municipality's books and records; or
- (b) any media of, or in the possession of, the Municipality that contain any Confidential Information.

Such Audits may be conducted in whole or in part by remote electronic means if the Municipality's electronic systems have the functional capability of facilitating such remote Audits.

7. Municipality Co-operation.

The Municipality shall fully co-operate with MTO in facilitating the conduct of any Audits

contemplated in this **Schedule "D"**, including providing such access, documentation, information, copies of documentation and information, and assistance as MTO may reasonably request for the purpose of such Audits.

8. Duration of Audit Rights.

The audit rights of MTO shall continue in effect for a period of three (3) years after the expiration or termination of the Agreement.

9. Correction of Defaults.

Without limiting or restricting any other obligations of the Municipality, or rights or remedies of MTO, under this Agreement or at Law or in equity:

- (a) the Municipality shall, at its sole cost, correct any breaches by the Municipality of this Agreement (including any Privacy Defaults) identified through an Audit (and in respect of which MTO has provided written notification to the Municipality). Such corrections shall be done as expeditiously as reasonably possible and in any event within the applicable cure period (if any) provided in **section 18.1** of the Agreement.
- (b) the Municipality shall notify MTO in writing upon such breaches having being corrected.
- (c) After receiving such notification from the Municipality, MTO may conduct a follow up Audit to confirm that all such breaches have been corrected.
- (d) If requested by MTO in the notification referred to in **section 9 (a)**:
 - (i) the Municipality shall provide to MTO, within ten (10) days of receiving the notification referred to in **section 9 (a)** (or within five (5) days of receiving such notification, where such breaches constitute Privacy Defaults), a reasonable written plan outlining the steps the Municipality will take to ensure that such breaches do not occur again; and
 - (ii) the Municipality shall implement the plan provided under **section 9 (d)(i)**.

10. Costs of Audit.

- (a) All costs incurred by the Municipality in connection with the Audits contemplated in this **Schedule "D"** shall remain solely the responsibility of the Municipality.
- (b) Except as provided in **section 10 (c)**, all costs incurred by MTO in connection with the Audits contemplated in this **Schedule "D"** shall remain solely the responsibility of MTO.
- (c) Despite **section 10 (b)**, if any Audit contemplated in this **Schedule "D"** discloses a material default by the Municipality under this Agreement, then the Municipality shall reimburse MTO for MTO's reasonable and verifiable costs of conducting such Audit.

11. Without Prejudice.

For the avoidance of doubt, nothing in **Schedule "D"** shall be deemed to limit or prejudice the rights of MTO or the obligations of the Municipality under any other provision of this Agreement or at law or in equity.

SCHEDULE "E": MONTHLY REPORT

Municipality Monthly Court Cost Payment Report to Ministry of Transportation

Municipality _____
Reporting Period (yyyy/mm/dd) to (yyyy/mm/dd) _____

Customer (POA) A/C No. _____

Payment Categories	No. of Fully Paid Tickets	Municipality Service Fee	Total Amount Remitted to
''Deemed Not to Dispute'' (Article 4.1 (1) b of the Authorized Requester Agreement)	(1)	(2)	(3)
''Fail to Respond'' (payment received after Notice of Fine and Due Date but before plate denial) (Article 4.1 (1) a of the Authorized Requester Agreement)	(4)	(5) This is \$.75 times box (4)	(6) This is \$8.25 times box (4)
''Fail to Respond'' (payment received after plate denial) (Article 4.1(1) a of the Authorized Requester Agreement)	(7)	(8) This is \$.75 times box (7)	(9) This is \$8.25 times box (7)
Totals:	(10)	(11)	(12)

Amount of Cheque attached (same as box 12) _____

Cheque No. _____ Issue Date) _____

Signature of Treasurer or Chief Financial Officer

Conditions:.

Please make cheques payable to Minister of Finance/Ministry of Transportation.
These cost payments are collected by the municipalities and forwarded to the Ministry of Transportation under the authority of POA Regulations 945 and 949 and the Government Authorized Requester Agreement between the municipality and Ministry of Transportation.
The cost payment and the report should be forwarded to:

Ministry of Transportation

Information Management Services Oversight Office
Attn: Supervisor, Data Access Unit
2680 Keele Street
Downsview ONTARIO M3M 3E6

SCHEDULE "F" - ANNUAL REPORT

Annual Program Performance Statistics from Municipality to Ministry of Transportation

Reporting Period (yyyy/mm/dd) _____ to (yyyy/mm/dd) _____

Name of municipality: _____

Customer A/C No: 11260

Stages	Data Requested	Volume
Parking Infraction Notices Issued	Number of Parking Infraction Notices Issued i	
	Total Number Elected Trial 2	
	Number Attended	
	Number Failed to Show Up	
	Number Paid Prior to NIC	
Notice of Impending Conviction (NIC)	Number of NIC Issued	
	Number of Tickets Paid After NIC Issued	
Notice of Fine and Due Date (NFDD)	Number of NFDD Issued	
	Number of Tickets Paid After NFDD Issued but Before Plate Denial	
	Total Amount Paid After NFDD Issued but Before Plate Denial (\$)	
Plate Denial	Number of Tickets Resulting in Plate Denial	
	Number of Tickets Paid w/ Plate Renewal	
	Total Amount Paid w/ Plate Renewal (\$)	
	Total Amount Outstanding at Plate Denial (\$)	
Outstanding	Number of Tickets Receiving Partial Payment	
	Number of Outstanding Tickets Due to Extension	
	Number of Outstanding Tickets Due to Other Reasons	
Stopped/cancelled	Number of Tickets Stopped / Cancelled	
Re-opening	Number of Tickets of Re-opening	

Please Send to:
Ministry of Transportation
Information Management Services Oversight Office
Attn: Supervisor, Data Access Unit
2680 Keele Street
Downsview ONTARIO M3M 3E6

1 For the first annual report (1998/99), this represents number of tickets issued from July 1, 1998 to March 31, 1999. Subsequent years are from April 1 till March 31.

2 Data required for this row and below will be referring to all tickets issued from July 1, 1998 onwards till the end of the reporting year.

SCHEDULE "G" - MINISTRY REPORT

Annual Report from Ministry of Transportation to
Reporting Period (yyyy/mm/dd)to (yyyy/mm/dd)
Name of
Customer A/C 11260

Month	Total Amount Remitted to Ministry from Municipality Pursuant to	Number Of Plate Enquiries Requested By The Municipality	
		Certified	Uncertified
April			
May			
June			
July			
August			
September			
October			
November			
December			
January			
February			
March			
Yearly Totals			

NON-DISCLOSURE AGREEMENT
PERMITTED RECIPIENT 11260

Permitted Recipient:	<div> ("you" or "your")</div> <div>[Insert Name of Permitted Recipient]</div>
Municipality Name:	THE CORPORATION OF THE MUNICIPALITY (the OF TEMAGAMI <div> "Municipality")</div>
Permitted Purpose(s):	Supply and/or support of software and/or hardware and/or programming related to the Municipality's Municipal Parking Tag Program and the data received by the municipality from the Ministry of Transportation in relation to the municipality's Municipal Parking Tag Program

For sufficient valuable consideration you acknowledge having received (and as a condition of receiving Confidential Information from the Municipality), you understand and agree as follows:

- I. Under an agreement (the "**Requester Agreement**") with the Ontario Ministry of Transportation ("MTO"), the **Municipality** is licensed to receive confidential and personal information (the "**Licensed Information**") from files and databases administered by MTO.
- II. The **Municipality** and **MTO** are committed to protecting all of this Licensed Information and any information derived from the Licensed Information, (all of which is together referred to as the "**Confidential Information**") from unauthorized access, use or disclosure.
- III. The following policies, and any future policies issued by **MTO** and the **Municipality** and provided to you in writing, (the "**Policies**") set out your responsibilities for handling and protecting this Confidential Information. As a permitted recipient of the Confidential Information (a "Permitted Recipient") you are bound by these Policies:

1. **Ownership:** You acknowledge and agree that the Confidential Information is and will at all times remain solely the property of **MTO**.

2. **Confidentiality and Use:** You must hold all of the Confidential Information in strict confidence. Without limiting the generality of this obligation, you must NOT directly or indirectly do any of the following:

(a) disclose, make available, or provide or permit access to or use of, any Confidential Information to ANY other party (including, but not limited to, any third party contractor) for any purpose. The ONLY exception is that you may permit those of your employees who need to know that Confidential Information for the Permitted Purpose(s) indicated above. This exception only applies after you have fully informed those employees of, and required those employees to fully comply with, the Policies, and have obtained from each of the employees a signed Employee Security Statement in the form appended to this Agreement as Schedule "A"). You will be fully liable to the **Municipality** and **MTO** for any failure of your employees to fully comply with the Policies. Future Policies will be considered to have been "issued" by **MTO** or the **Municipality** when you are notified in writing of those Policies;

(b) make any full or partial copies (in any format or media) of any of the Confidential Information (other than copies necessary to carry out the Permitted Purpose(s)).

(c) use any of the Confidential Information for any purpose other than the Permitted Purpose(s). To avoid any doubt, you must never access, use or disclose any of the Confidential Information for any reasons that do not meet both of the above requirements, such as for personal reasons (e.g. looking up someone's address for a friend).

3. **MTO Audit:** You must accommodate audits by MTO in accordance with the MTO Audit Policy (a copy of which is appended to this Agreement as Schedule "B", and which you acknowledge having, read and understood), and fully co-operate with and assist MTO in carrying out such audits in accordance with such MTO Audit Policy.

4. **Access and Use Only From Premises Approved by Municipality:** You may only access and use the Confidential Information from premises approved by the Municipality. You must never copy or remove any Confidential Information from such premises.
5. **Data Matching or Profiling:** Subject to the Permitted Purposes referred to above, you must not:
 - (a) develop or derive for any purpose whatsoever, any other product, work or database, in human-readable or machine-readable form or otherwise, that incorporates, modifies, or uses in any manner whatsoever, any personal information contained in or obtained from the Confidential Information. (This does not, however, apply to any specific personal information that you had in your possession prior to receiving the Confidential Information); or
 - (b) place any data which was not obtained directly or indirectly from the **Municipality**, into a database containing personal information obtained directly or indirectly from the **Municipality**.
6. **No Contacting Individuals:** You must not use the Confidential Information directly or indirectly to locate or contact any individual to whom the Confidential Information is directly or indirectly referable
 - (a) To avoid any doubt, nothing in this Policy 9 will limit or release you from any of your other obligations under this Agreement, which obligations will remain in full force and effect.
7. **Comply with Law:** You must at all times remain in full compliance with all applicable laws relating to any access, use or disclosure of any personal information contained in the Confidential Information. You must also comply with any written instructions or directions from MTO from time to time concerning such personal information (to the extent that the Municipality notifies you of such instructions or directions).
8. **Secrecy of Passwords:** You must take reasonable precautions to maintain the secrecy of any password you use to access Confidential Information electronically. Reasonable precautions include, but are not limited to: not telling others your password or knowingly allowing them to observe while it is entered at a terminal; frequently changing your password (and, if you suspect your password has been used by someone else, changing it immediately); and selecting random passwords that are not easy for others to guess.
9. **Access to Terminals:** You must take reasonable precautions to protect data entry terminals and equipment from unauthorized access. Reasonable precautions include, but are not limited to: not leaving your terminal unattended while logged onto the system; exiting the database which contains any Confidential Information when leaving the workstation; securing your terminal with a locking device if one has been provided; and storing in a secure place any user documentation to programs through which electronic access to any Confidential Information may be gained.
- IV. All of your obligations in this Agreement will survive the expiry or any termination of your relationship with the Municipality, and will continue in full force and effect subsequently until they are satisfied or by their nature expire.
- V. If any provision of this Agreement is illegal, invalid or unenforceable, it will be severed. No waiver of any provision of this Agreement by the Municipality will constitute a waiver of any other provisions (whether or not similar) or a continuing waiver. This Agreement will be governed by Ontario law and the laws of Canada applicable in Ontario. You and the Municipality agree to attorn to the non-exclusive jurisdiction of the courts of Ontario for the resolution of any disputes arising out of, or in connection with, this Agreement. This Agreement may not be assigned by you, but otherwise will be binding upon and enure to the benefit of you and the Municipality and the respective heirs, executors, administrators, successors and permitted assigns of you and the Municipality.
- VI. **MTO Right to Enforce this Agreement:** You and the Municipality acknowledge and agree that:
 - (a) While MTO is not a party to this Agreement and has no obligations under this Agreement, MTO will have the right to directly enforce your obligations in clause III above as if MTO were a party to this Agreement;
 - (b) In furtherance of clause (a) above, the Municipality will be a trustee of MTO (and MTO's successors and assigns) for the limited purpose of

holding your obligations in clause III above in trust for MTO (and MTO's successors and assigns). (And to the extent that clause III incorporates any defined terms, the definitions of such terms as provided in this Agreement will be considered to be incorporated into clause III for the purposes of this clause VI);

- (c) To avoid any doubt, this means that in addition to the Municipality enforcing your obligations under this Agreement (in the Municipality's capacity as a party to this Agreement), MTO (and MTO's successors and assigns) may also enforce your obligations in clause DI above in MTO's own right (and MTO will not be required to add the Municipality as a party to any proceedings for such enforcement); and
- (d) The trust created in favour of MTO (and its successors and assigns), as contemplated above, being coupled with an interest, may not be revised or revoked without the prior written consent of MTO (or such successors and assigns, as the case may be).

VII. You acknowledge that you have read and understand the provisions of this Agreement (including, but not limited to, the Policies set out or referred to above), and will comply with them and with any other Policies issued in the future by MTO or the Municipality. You understand that failure to comply with the Policies or any such other Policies or changes will be a breach of this Agreement and (among other things) may result in civil or criminal prosecution in accordance with applicable statutes.

Insert Name of Permitted Recipient

Authorized Signature of Permitted Recipient

Date:

Insert Name of Municipality

Authorized Signature of Municipality

Date:

SCHEDULE ^V L of
NON-DISCLOSURE AGREEMENT
PERMITTED RECIPIENT

EMPLOYEE SECURITY STATEMENT

(Permitted Recipient)

Permitted Recipient Name:	
Employee Name:	
Division:	
Position #:	

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI (the "Municipality") is licensed to receive confidential and personal information (the "Information") from files and databases administered by the Ontario Ministry of Transportation ("MTO"). Under an agreement with the Municipality, _____ (the "Permitted Recipient") has been authorized to access the Information. The Municipality and MTO are committed to protecting this Information from unauthorized access, use or disclosure. The following policies have been adopted to address employees' responsibilities for handling and protecting this Information.

1. As an employee of the Permitted Recipient, you may access this Information only when necessary to perform your duties as such employee in the course of your employment, and only for the following purposes: Supply and/or support of software and/or hardware and/or programming related to the Municipality's Municipal Parking Tag Program and the data received by the municipality from the Ministry of Transportation in relation to the municipality's Municipal Parking Tag Program.
2. You must not access or use this Information for personal reasons. (Examples of inappropriate access or misuse of Information include, but are not limited to: making inquiries for personal use or processing transactions on your own records or those of your friends or relatives; accessing Information about another person, including locating their residence address, for any reason not related to your work responsibilities or not authorized by the Permitted Recipient.)
3. You may disclose Information only to individuals who have been authorized to receive it through appropriate procedures which have been authorized by MTO. (Examples of unauthorized disclosures include but are not limited to: looking up someone's address for a friend.)
4. You must take reasonable precautions to maintain the secrecy of any password you use to access Information electronically. Reasonable precautions include, but are not limited to: not telling others your password or knowingly allowing them to observe while you enter it at a terminal; and frequently changing your password (and, if you suspect your password has been used by someone else, changing it immediately and notifying the Permitted Recipient); and selecting random passwords that are not easy for others to guess.
5. You must take reasonable precautions to protect data entry terminals and equipment from unauthorized access. Reasonable precautions include, but are not limited to: not leaving your terminal unattended while you are logged onto the system; exiting the database which contains any Information when you leave your workstation; securing your terminal with a locking device if one has been provided; storing in a secure place any user documentation to programs through which electronic access to any Information may be gained; and reporting any suspicious circumstances or unauthorized individuals you have observed in the work area to the Permitted Recipient.

I have read and I understand the security policies stated above, and will comply with them and any other security policies (or changes to policies) issued in the future by the Permitted Recipient, Municipality or MTO. I understand that failure to comply with these policies (or any such other policies or changes to policies) may result in disciplinary action by the Permitted Recipient and/or civil or criminal prosecution in accordance with applicable statutes.

Signature of Employee

Date

Witnessed By

Date

SCHEDULE "B" of
NON-DISCLOSURE AGREEMENT
PERMITTED RECIPIENT

MTO AUDIT POLICY 11260
(Permitted Recipient)

Permitted Recipient:	("you" or "your") [Insert Name of Permitted Recipient]
Municipality Name:	THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI (the "Municipality")

This is the MTO Audit Policy referred to in the Permitted Recipient Non-disclosure Agreement that you signed with the Municipality (the "**Permitted Recipient Non-disclosure Agreement**").

Capitalized terms that are used in this MTO Audit Policy, but not defined in this MTO Audit Policy, have the meanings given to them in the Permitted Recipient Non-disclosure Agreement. In this MTO Audit Policy, the following defined terms have the following meanings:

"**Audit**" and similar expressions means the performance by, on behalf of or for MTO of such audits, reviews, investigations, inspections, confirmations, certifications, tests, studies and determinations of or relating to any matter or thing pertaining to what is contemplated in clause (i) or (ii) of **section 1** below.

"**Business Day**" means a day other than a Saturday, Sunday or a statutory, civic or public service holiday observed in the Province of Ontario.

"**include**", "**includes**" or "**including**" mean "include without limitation", "includes without limitation" and "including without limitation", respectively, and the words following "include", "includes" or "including" will not be considered to set out an exhaustive list.

"**Privacy Default**" means a breach of: (i) any Privacy Laws, or (ii) any of the provisions of the Permitted Recipient Non-disclosure Agreement.

"**Privacy Laws**" means the *Freedom of Information and Protection of Privacy Act* (Ontario), and the provisions of any other law from time that are applicable to you and that address the collection, use or disclosure of personal information.

1. Right of Audit.

MTO will have the right, from time to time, to Audit such of your businesses and operations as relate to, or are involved in, the your possession or control of Confidential Information.

Subject to the provisions of this MTO Audit Policy and applicable law (including the Privacy Laws and the provisions of any other law from time that are applicable to MTO and that address the collection, use or disclosure of personal information) from time to time (including any disclosures that may be required by such laws), and subject to any agreements between MTO and its employees from time to time, MTO will (and will require any third party representatives referred to in **section 3** to) hold in confidence any of your confidential information which is disclosed or made available to MTO (or such third party representatives) in connection with an Audit carried out under this MTO Audit Policy.

2. Timing of Audits.

The Audits contemplated in **section 1** may be conducted at any time during your normal business hours upon 24 hours' prior written notice (or, in the case of Audits relating to possible Privacy Defaults, without prior notice).

3. Authorized MTO Representatives.

MTO will have the right to engage third party representatives to perform Audits contemplated in **section 1**.

4. Privacy Compliance.

- (a) **Privacy-related Audits.** Without limiting the generality of **section 1**, MTO will have the right to conduct the Audits contemplated in **section 1**, to measure your compliance with: (A) the Privacy Laws; or (B) the provisions of the Permitted Recipient Non-disclosure Agreement.

- (b) **Privacy Compliance Meetings.** In addition to performing the Audits contemplated under **section 1.4(a)**, MTO may require you to meet with MTO to review the results of such Audits as they relate to the matters referred to in **section 4(a)**. Such meetings will be held at such times and places as MTO may mutually agree upon with you from time to time acting reasonably. However, if as a result of any such Audit MTO has reason to believe that you have committed a Privacy Default, MTO may require such meeting to be held within one (1) Business Day of MTO notifying you in writing that MTO wishes to hold such meeting.

5. **Performance Reviews.**

- (c) **Audits Relating to Overall Performance.** Without limiting the generality of **section 1**, MTO will have the right to conduct the Audits contemplated in **section 1**, to measure your overall performance of your obligations under the Permitted Recipient Non-disclosure Agreement.
- (d) **Meetings to Review Overall Performance.** In addition to performing the Audits contemplated under **section 5(a)**, MTO may require you to meet with MTO to review the results of such Audits as they relate to the matters referred to in **section 5(a)**. Such meetings will be held at such times and places as MTO may mutually agree upon with you from time to time acting reasonably.

6. **Location and Manner of Audits.**

The Audits contemplated in **section 1** may be conducted on-site at the location(s) of: (i) any of your businesses or operations that relate to or are involved in the performance of your obligations to the Municipality, or (ii) any media in your possession or control that contains Confidential Information.

Such Audits may be conducted in whole or in part by remote electronic means if your computer systems have the functional capability of facilitating such remote Audits.

7. **Co-operation.**

You must fully co-operate with MTO in facilitating the conduct of any Audits contemplated in **section 1**, including providing such access, documentation, information, copies of documentation and information, and assistance as MTO may reasonably request for the purpose of such Audits.

8. **Duration of Audit Rights.**

MTO's Audit rights as contemplated in **section 1** will be in force from the date you receive a copy of this MTO Audit Policy to the date which is three years after you cease to be a Permitted Recipient.

9. **Correction of Defaults.**

Without limiting or restricting any other obligations you may have, or rights or remedies MTO may have, under this MTO Audit Policy or at law or in equity:

- (a) You will, at your sole cost, correct any Privacy Defaults (including any breaches of the Permitted Recipient Non-disclosure Agreement) identified through an Audit (and in respect of which MTO provides written notification to you), and will do so as expeditiously as reasonably possible and in any event within four (24) hours of receiving notice of such Privacy Default from MTO.
- (b) You will notify MTO in writing upon such breaches having been corrected.
- (c) After receiving such notification from you, MTO may conduct a follow up Audit to confirm that all such breaches have been corrected.
- (d) If requested by MTO in the notification referred to in **section 9(a)**:
 - (i) you will provide to MTO, within five (5) days of receiving the notification referred to in **section 9(a)**, a reasonable written plan outlining the steps you will take to ensure that such Privacy Defaults do not occur again; and
 - (ii) you will implement the plan provided under **section 9(d)(i)**.

10. **Costs of Audit.**

- (a) All costs incurred by you in connection with the Audits contemplated in **section 1** will remain solely your responsibility.
- (b) Except as provided in **section 10(c)**, all costs incurred by MTO in connection with the Audits contemplated in **section 1** will remain solely the responsibility of MTO.

(c) Despite **section 1.10(b)**:

- (i) if any Audit contemplated in **section 1** discloses a material uncured default by you under the Permitted Recipient Non-disclosure Agreement, then you must reimburse MTO for MTO's reasonable and verifiable costs of conducting such Audit;
- (ii) if any Confidential Information is in your possession or control at a location outside of Ontario, then you must reimburse MTO for MTO's reasonable and verifiable costs of conducting Audits (as contemplated in **section 1**) at such location(s) outside of Ontario. However, MTO shall only have the right to obtain reimbursement under this **section 10(c)(ii)** in respect of one such Audit in each calendar year. (Note: to avoid any doubt, nothing in this **section 10(c)(ii)** will be considered to in any way reduce or waive your obligations under **section 4** of the Permitted Recipient Non-disclosure Agreement.)

11. Without Prejudice.

To avoid any doubt, nothing in this MTO Audit Policy will be deemed to limit or prejudice MTO's rights or your obligations under the Permitted Recipient Non-disclosure Agreement or at law or in equity.