

SCHEDULE Q – PRIVACY

1 DEFINITIONS

- (a) **"access"** means disclosure by the provision of access;
- (b) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual.

2 PURPOSE

2.1 The purpose of this Schedule is to:

- (a) enable the GPS Entities to comply with their statutory obligations under FOIPPA with respect to Personal Information; and
- (b) ensure that, as a service provider, TELUS is aware of and complies with its statutory obligations under FOIPPA with respect to Personal Information.

3 COLLECTION OF PERSONAL INFORMATION

3.1 Unless the Agreement otherwise specifies or a GPS Entity otherwise directs in writing, TELUS may only collect or create Personal Information that is necessary for the performance of TELUS' obligations, or the exercise of TELUS' rights, under the Agreement.

3.2 Unless the Agreement otherwise specifies or a GPS Entity otherwise directs in writing, TELUS must collect Personal Information directly from the individual the information is about.

3.3 Unless the Agreement otherwise specifies or a GPS Entity otherwise directs in writing, TELUS must tell an individual from whom TELUS collects Personal Information:

- (a) the purpose for collecting it;
- (b) the legal authority for collecting it; and
- (c) the title, business address and business telephone number of the person designated by the GPS Entity to answer questions about TELUS' collection of Personal Information.

4 ACCURACY OF PERSONAL INFORMATION

4.1 TELUS must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by TELUS or the GPS Entity to make a decision that directly affects the individual the information is about.

5 REQUESTS FOR ACCESS TO PERSONAL INFORMATION

5.1 If TELUS receives a request for access to Personal Information from a person other than a GPS Entity, TELUS must promptly advise the person to make the request to the appropriate

GPS Entity unless the Agreement expressly requires TELUS to provide such access and, if the GPS Entity has advised TELUS of the name or title and contact information of an official of the GPS Entity to whom such requests are to be made, TELUS must also promptly provide that official's name or title and contact information to the person making the request.

6 CORRECTION OF PERSONAL INFORMATION

- 6.1 Within 5 business days of receiving a written direction from a GPS Entity to correct or annotate any Personal Information, TELUS must annotate or correct the information in accordance with the direction.
- 6.2 When issuing a written direction under Section 6.1, the GPS Entity must advise TELUS of the date the correction request to which the direction relates was received by the GPS Entity in order that TELUS may comply with Section 6.3.
- 6.3 Within 5 business days of correcting or annotating any Personal Information under Section 6.1, TELUS must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the GPS Entity, TELUS disclosed the information being corrected or annotated.
- 6.4 If TELUS receives a request for correction of Personal Information from a person other than a GPS Entity, TELUS must promptly advise the person to make the request to the appropriate GPS Entity and, if the appropriate GPS Entity has advised TELUS of the name or title and contact information of an official of the GPS Entity to whom such requests are to be made, TELUS must also promptly provide that official's name or title and contact information to the person making the request.

7 PROTECTION OF PERSONAL INFORMATION

- 7.1 TELUS must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement, including Schedule R.

8 STORAGE AND ACCESS TO PERSONAL INFORMATION

- 8.1 Unless permitted pursuant to this Agreement or a GPS Entity otherwise directs in writing, TELUS must not store Personal Information outside Canada or permit access to Personal Information from outside Canada.

9 RETENTION OF PERSONAL INFORMATION

- 9.1 Unless the Agreement otherwise specifies, TELUS must retain Personal Information until directed by a GPS Entity in writing to dispose of it or deliver it as specified in the direction.

10 USE OF PERSONAL INFORMATION

- 10.1 Unless a GPS Entity otherwise directs in writing, TELUS may only use Personal Information if that use is for the performance of TELUS' obligations, or the exercise of TELUS' rights, under the Agreement.

11 DISCLOSURE OF PERSONAL INFORMATION

- 11.1 Unless a GPS Entity otherwise directs in writing, TELUS may only disclose Personal Information inside Canada to any person other than the GPS Entity if the disclosure is for the performance of TELUS' obligations, or the exercise of TELUS' rights, under the Agreement.
- 11.2 Unless the Agreement otherwise specifies or the GPS Entity otherwise directs in writing, TELUS must not disclose Personal Information outside Canada.

12 NOTICE OF FOREIGN DEMANDS FOR DISCLOSURE

- 12.1 In addition to any obligation TELUS may have to provide the notification contemplated by Section 30.2 of FOIPPA, if in relation to Personal Information in its custody or under its control TELUS:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that TELUS knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure

TELUS must immediately notify the applicable GPS Entity and, in so doing, provide the information described in Section 30.2(3) of FOIPPA. In this Section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of Personal Information" will bear the same meanings as in Section 30.2 of FOIPPA.

13 NOTICE OF UNAUTHORIZED DISCLOSURE

- 13.1 In addition to any obligation TELUS may have to provide the notification contemplated by Section 30.5 of FOIPPA, if TELUS knows that there has been an unauthorized disclosure of Personal Information in its custody or under its control, TELUS must immediately notify the applicable GPS Entity or Entities. In this Section, the phrase "unauthorized disclosure of Personal Information" will bear the same meaning as in Section 30.5 of FOIPPA.

14 INSPECTION OF PERSONAL INFORMATION

- 14.1 In addition to any other rights of inspection the GPS Entities may have under the Agreement or under Applicable Laws, the GPS Entities may, at any reasonable time and on reasonable notice to TELUS, enter on TELUS' premises to inspect any Personal Information in the possession of TELUS or any of TELUS' information management policies or practices relevant to its management of Personal Information or its compliance with this Schedule and TELUS must permit, and provide reasonable assistance to, any such inspection.

15 COMPLIANCE WITH FOIPPA AND DIRECTIONS

- 15.1 TELUS must in relation to Personal Information comply with:

- (a) the requirements of FOIPPA applicable to TELUS as a service provider, including any applicable order of the commissioner under FOIPPA; and
 - (b) any direction given by any of the GPS Entities under this Schedule.
- 15.2 TELUS acknowledges that it is familiar with the requirements of FOIPPA governing Personal Information that are applicable to it as a service provider.

16 NOTICE OF NON-COMPLIANCE

- 16.1 If for any reason TELUS does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, TELUS must promptly notify the applicable GPS Entities of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

17 TERMINATION OF AGREEMENT

- 17.1 In addition to any other rights of termination which the GPS Entities may have under the Agreement or otherwise at law, the GPS Entities may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by TELUS, terminate the Agreement by giving written notice of such termination to TELUS, upon any failure of TELUS to comply with this Schedule in a material respect.

18 CONFIDENTIALITY COVENANTS

- 18.1 Unless otherwise explicitly provided in this Agreement with respect to a particular Service, all Personnel and External Personnel who are Foreign Employed Individuals and have access to Personal Information of any GPS End User in the performance of the Services for a GPS Entity will be required to sign direct covenants with the GPS Group in substantially the form attached as Exhibit Q-1 (each, a “**Confidentiality Covenant**”). TELUS will not permit Personnel or External Personnel to have any access to Personal Information relating to or under the control of any GPS End User unless such access complies with FOIPPA and until such time as a Confidentiality Covenant has been signed and delivered by the relevant Personnel or External Personnel to TELUS. TELUS will provide to the Administrator signed copies of the Confidentiality Covenants entered into with the GPS Group.

19 INTERPRETATION

- 19.1 In this Schedule, references to Sections by number are to Sections of this Schedule unless otherwise specified in this Schedule.
- 19.2 Any reference to “TELUS” in this Schedule includes any member of TELUS Group or any Subcontractor or agent retained by TELUS to perform obligations under the Agreement and TELUS must ensure that any such Subcontractors and agents comply with this Schedule.
- 19.3 The obligations of TELUS in this Schedule will survive the termination of the Agreement.
- 19.4 If a provision of the Agreement (including any direction given by a GPS Entities under this Schedule) conflicts with a requirement of FOIPPA or an applicable order of the

commissioner under FOIPPA, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

- 19.5 TELUS must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to Section 19.6, the law of any jurisdiction outside Canada.
- 19.6 Nothing in this Schedule requires TELUS to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with FOIPPA.
- 19.7 For clarity, any consent or direction provided by a GPS Entity under this Schedule Q will only be with respect to the Services provided to such GPS Entity and will not be construed to be a consent or direction on behalf of any other GPS Entity or the GPS Group, unless provided by the Administrator in accordance with section 13.2 of the main body of this Agreement.

Exhibit Q-1 – Form of Confidentiality Covenant

CONFIDENTIALITY COVENANT

BACKGROUND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTER OF LABOUR, CITIZEN'S SERVICES AND OPEN GOVERNMENT (the "**Province**"), INSURANCE CORPORATION OF BRITISH COLUMBIA, BRITISH COLUMBIA HYDRO AND POWER AUTHORITY, BRITISH COLUMBIA LOTTERY CORPORATION, WORKERS COMPENSATION BOARD OF BRITISH COLUMBIA, PROVINCIAL HEALTH SERVICES AUTHORITY, NORTHERN HEALTH AUTHORITY, INTERIOR HEALTH AUTHORITY, FRASER HEALTH AUTHORITY, VANCOUVER ISLAND HEALTH AUTHORITY AND VANCOUVER COASTAL HEALTH AUTHORITY (each, a "**GPS Entity**" and collectively, the "**GPS Group**") have contracted with TELUS COMMUNICATIONS COMPANY (the "**Service Provider**") to provide various services under the Telecommunications Service Master Agreement effective ●, 2011, as may be amended from time to time, between TELUS and the GPS Group (the "**TSMA**"). In the course of the Service Provider's provision of services under the TSMA, the Service Provider will be provided with access to or custody over personal information, including highly sensitive personal information, and other confidential information that is under the control of a GPS Entity (the "**GPS Data**"), and the Service Provider is obligated to ensure the privacy, confidentiality, and security of the GPS Data.

I, the undersigned, am currently an employee of [the **Service Provider / ●, a subcontractor of the Service Provider, and will be assisting the Service Provider with ●,**] and I acknowledge that it is a condition of my access to GPS Data that I maintain the confidentiality and security of GPS Data and report any breach or suspected breach of confidentiality or security and any wrongdoing or suspected wrongdoing of which I am aware.

COVENANT:

I, the undersigned, covenant that:

1. I will access and deal with GPS Data only in strict accordance with the written policies and processes that have been agreed to under the TSMA including all policies that expressly prohibit any disclosure of GPS Data pursuant to an order or demand under the *USA PATRIOT Act* (collectively, the "**Privacy Obligations**").
2. I will not disclose any GPS Data except as clearly permitted or provided for by the Privacy Obligations.
3. In the event that I know or suspect that the Service Provider or any other person or organization has accessed or disclosed or intends to access or disclose any GPS Data in any manner that is not permitted by, or that is inconsistent with, the provisions or the spirit of the Privacy Obligations (a "**Breach**"), I will:
 - (a) not take any action to assist the Service Provider or any other person in committing the Breach or that might otherwise permit or provide for the furtherance of the Breach, even if instructed to do so by the Service Provider or by any other person; and

(b) immediately notify the GPS Group of the Breach by calling the Province's service desk at (250) 387-7000 or toll-free at 1-866 660-0811 (the "**Province Service Desk**") and cooperate with the Province and any other GPS Entity to which the Breach relates by providing all relevant information regarding the details of the Breach.

4. Where I have any questions as to whether a Breach has occurred, I will call the Province Service Desk. I will be deemed to be in compliance with my obligations under this Confidentiality Covenant where I follow any direction that I receive from the Province through the Province Service Desk.
5. I acknowledge and agree that my obligations to the Province pursuant to this Confidentiality Covenant take priority over any agreement with or commitment to any other party (including the Service Provider and my employer, ●, that is inconsistent with this Confidentiality Covenant).
6. I will, on an annual basis or as otherwise requested by the Province or the Service Provider, reconfirm my commitments in respect of the GPS Data.

IN WITNESS WHEREOF I have executed this Confidentiality Covenant as of the _____ day of _____, 20__.

SIGNED, SEALED and DELIVERED by)
[NAME] in the presence of:)
)
_____))
Name)
_____))
Address)
_____))
_____))
Occupation)
)

_____) [Place Seal here]
[NAME]