

## Appendix C – Order Terms and Conditions

### RECITALS:

- A. Acting under the *Procurement Services Act* (British Columbia), the Province issued a Request for Corporate Supply Arrangement – Closed Framework, for Secure Shredding Services under solicitation number 175377, as subsequently amended by Addenda 1 through 10 (the “Request for Corporate Supply Arrangement - Closed Framework” or “RCSA”);
- B. The Contractor submitted a Response to the RCSA and was selected as a CSA Holder pursuant to the terms of the RCSA, to enter into a separate, non-exclusive Corporate Supply Arrangement - Closed Framework (the “CSA”) governing eligibility to receive Service Requests pursuant to Ordering Processes for awards of Orders;
- C. The Contractor has been selected further to an Ordering Process to enter into an Order; and
- D. The Purchaser and the Contractor now wish to enter into this Order to set forth the terms and conditions upon which the Contractor will provide the Services.

**IN CONSIDERATION** of the mutual premises set out in this Order and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

The following terms and conditions will apply to each Order formed in accordance with the provisions of the CSA.

### 1 DEFINITIONS

#### General

1.1 In this Order, including the Recitals, unless the context otherwise requires:

- (a) “**Account**” has the meaning as defined in the CSA;
- (b) “**Business Day**” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (c) “**Contractor**” means the entity identified as the contractor on the Service Request;
- (d) “**Container Program**” has the meaning set out in Part 1 of Appendix A of the CSA;
- (e) “**CSA Holder**” means a successful Respondent to the RCSA that has entered into a CSA with the Province;
- (f) “**Document**” has the meaning as defined in the CSA;
- (g) “**Effective Date**” means the effective date as set out in the applicable Service Request;
- (h) “**Incorporated Material**” means any material in existence prior to the start of the Term or developed independently of this Order, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (i) “**Large Volume Program**” has the meaning set out in Part 1 of Appendix A of the CSA;
- (j) “**Material**” means the Produced Material and the Received Material;
- (k) “**Ministry**” means any ministry or agency of the government of British Columbia;
- (l) “**Order**” means this contract between the Purchaser and Contractor, which includes the Service Request, these terms and conditions, and any other documents or appendices incorporated by reference within these terms and conditions and the Service Request;
- (m) “**Ordering Process**” means the process by which a Contractor is selected by a Purchaser to enter into an Order further to section 3.7 of the CSA;
- (n) “**Order Term**” means the term of the Order as described in the Service Request;
- (o) “**Pacific Time**” or “**PT**” means the time in effect at the applicable time in Victoria, B.C., pursuant to section 26 of the *Interpretation Act* (British Columbia), as may be amended;

- (p) "**Premises**" has the meaning as defined in the CSA and as identified by the Purchaser in the Service Request;
- (q) "**Produced Material**" means records, software and other material, whether complete or not, that, as a result of this Order, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (r) "**Proof of Collection Certificate**" has the meaning set out in section 6 of Schedule 5 of this Order;
- (s) "**Public Sector Entity**" means a government organization, local public body or participating jurisdiction, each as defined in the *Procurement Services Act* and includes a person, other than the government, a government organization, a local public body or a participating jurisdiction, provided the requirements set out in section 2(2) of the *Procurement Services Act* have been met, that has entered into an Access Agreement with the Province and appears on the Province's list of eligible purchasers;
- (t) "**Purchaser**" means the Ministry or Public Sector Entity identified as the purchaser on the Service Request;
- (u) "**Received Material**" means records, software and other material, whether complete or not, that, as a result of this Order, are received by the Contractor or a Subcontractor from the Purchaser or any other person;
- (v) "**Response**" means the written Response to the RCSA submitted by the Contractor;
- (w) "**Services**" means the services set out in the Service Request, as more particularly described in Appendix A – Part 1 to the CSA, and may include Container Program, Small Volume Program and/or Large Volume;
- (x) "**Service Request**" means the accepted written request on the form set out in either Appendix B.1, Appendix B.2 or Appendix B.3 to the CSA issued by the Purchaser to the Contractor for the Services;
- (y) "**Small Volume Program**" has the meaning set out in Part 1 of Appendix A of the CSA; and
- (z) "**Subcontractor**" means a person described in paragraph (a) or (b) of section 13.4.

All capitalized terms used herein and not otherwise defined in this section will have the meanings set forth in the RCSA or the CSA, as applicable.

#### Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Order and "records" will bear a corresponding meaning.

## 2 SERVICES

### Provision of Services

- 2.1 The Contractor must provide the Services, in accordance with this Order. The Contractor must comply with the additional terms and conditions set out in Schedule 5.

### Order Term

- 2.2 Regardless of the date of execution or delivery of this Order, the Contractor must provide the Services during the Order Term.

### Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Order, including the license under section 6.4.

#### Standard of care

- 2.4 Unless otherwise specified in this Order, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

#### Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services:
- (a) are qualified and competent to perform them and are properly trained, instructed and supervised;
  - (b) are issued with photo identification cards that contain the Purchaser's name, personnel name, date of issuance, and expiration date; and
  - (c) wear the identification cards provided pursuant to (b) at all times when at or near the Purchaser's Premises.

#### Standards in relation to Document shredding

- 2.6 The Contractor will:
- (d) if providing OFF-site Document Shredding, shred the Documents to the standards required for NAID AAA certification for mobile paper records destruction and plant-based paper records destruction;
  - (e) if providing ON-site Document Shredding, shred the Documents to the standards required for NAID AAA certification for paper for mobile paper records destruction;
  - (f) ensure Documents are, at a minimum, shredded to reduce the Documents to an end-product that cannot be re-assembled or read;
  - (g) ensure Documents are shredded into pieces that are not more than 19 mm (3/4") in width and 63.5 mm (2.5") in length using the crosscut method or pierce and tear method, but will not strip shred Documents.

#### Disposal of shredded material

- 2.7 Upon completion of the shredding in accordance with section 2.6: the Contractor will recycle or otherwise dispose of the shredded material, and may do so without further consideration of any security requirements. The Contractor should achieve a recycling rate of 95% by weight such that no more than 5% of the original materials contained within Purchasers' Containers and File Boxes are residual non-recyclable waste destined for disposal in the municipal solid waste stream or waste-to-energy incineration.

#### Instructions by Purchaser

- 2.8 The Purchaser may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Order, the Contractor may determine the manner in which the instructions are carried out.

#### Confirmation of non-written instructions

- 2.9 If the Purchaser provides an instruction under section 2.8 other than in writing, the Contractor may request that the instruction be confirmed by the Purchaser in writing, which request the Purchaser must comply with as soon as it is reasonably practicable to do so.

#### Effectiveness of non-written instructions

- 2.10 Requesting written confirmation of an instruction under section 2.9 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

## Applicable laws and policies

- 2.11 In the performance of the Contractor's obligations under this Order, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Order.

### **3 PAYMENT**

#### Fees and expenses

- 3.1 If the Contractor complies with this Order, then the Purchaser must pay to the Contractor:
- (a) the fees described in Appendix A – Part 3 of the CSA for the Services identified in the Service Request;
  - (b) the expenses, if any, described in Appendix A – Part 3 of the CSA if they are supported, where applicable, by proper receipts and, in the Purchaser's opinion, are necessarily incurred by the Contractor in providing the Services; and
  - (c) any applicable taxes payable by the Purchaser under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Purchaser is not obliged to pay to the Contractor any fees and expenses that exceed the "Maximum Amount" specified in the Service Request.

#### Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Order, the Contractor must submit to the Purchaser a written statement of account in a form satisfactory to the Purchaser including the information set out Schedule 1 upon completion of the Services or at such other times as described in the Service Request.

#### Withholding of amounts

- 3.3 Without limiting section 9.1, the Purchaser may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Purchaser and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Purchaser to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Purchaser.

#### Appropriation

- 3.4 The Purchaser's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Purchaser during which payment becomes due.

#### Currency

- 3.5 Unless otherwise specified in this Order, all references to money are to Canadian dollars.

#### Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Purchaser may be required by law to withhold income tax from the fees payable under this Order and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

## Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Order commit or purport to commit the Purchaser to pay any money except as may be expressly provided for in this Order.

## Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Order that the Purchaser has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Order; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Purchaser.

## 4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Order is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Purchaser as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Purchaser,
  - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Purchaser in connection with this Order (including as part of any Response to the RCSA or in connection with the CSA) are in all material respects true and correct,
  - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Order, and
  - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Order; and
- (b) if the Contractor is not an individual,
  - (i) the Contractor has the power and capacity to enter into this Order and to observe, perform and comply with the terms of this Order and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Order by, or on behalf of, the Contractor, and
  - (ii) this Order has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

## 5 PRIVACY, SECURITY AND CONFIDENTIALITY

### Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule 3.

### Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule 4.

#### Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Order, and not permit its disclosure or use without the Purchaser's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Order or to comply with applicable laws;
  - (b) if it is information that is generally known to the public other than as result of a breach of this Order; or
  - (c) if it is information in any Incorporated Material.

#### Public announcements

- 5.4 Any public announcement relating to this Order will be arranged by the Purchaser and, if such consultation is reasonably practicable, after consultation with the Contractor.

#### Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Purchaser, refer for promotional purposes to the Purchaser being a customer of the Contractor or the Purchaser having entered into this Order.

### **6 MATERIAL AND INTELLECTUAL PROPERTY**

#### Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Purchaser, and this Order does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Purchaser.

#### Ownership and delivery of Material

- 6.2 The Purchaser exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Purchaser immediately upon the Purchaser's request.

#### Matters respecting intellectual property

- 6.3 The Purchaser exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the Purchaser; and
  - (b) Produced Material, other than any Incorporated Material.

Upon the Purchaser's request, the Contractor must deliver to the Purchaser documents satisfactory to the Purchaser that irrevocably waive in the Purchaser's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Purchaser of the copyright in the Produced Material, other than any Incorporated Material.

#### Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Purchaser:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act (Canada)*, including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Purchaser under section 6.4(a).

## **7 RECORDS AND REPORTS**

### Work reporting

- 7.1 Upon the Purchaser's request, the Contractor must fully inform the Purchaser of all work done by the Contractor or a Subcontractor in connection with providing the Services.

### Time and expense records

- 7.2 If the Contractor is to be paid fees at a daily or hourly rate or for the Contractor is to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Purchaser. Unless otherwise specified in this Order, the Contractor must retain such documents for a period of not less than seven years after this Order ends.

## **8 AUDIT**

- 8.1 In addition to any other rights of inspection the Purchaser may have under statute or otherwise, the Purchaser may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Purchaser's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Purchaser of the Purchaser's rights under this section.

## **9 INDEMNITY AND INSURANCE**

### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Purchaser and the Purchaser's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Purchaser or any of the Purchaser's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Order ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
  - (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors, subcontractors or in connection with this Order; or
  - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

### Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule 2.

### Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Order, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

## Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

## Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Purchaser, the Contractor must provide the Purchaser with evidence of the Contractor's compliance with sections 9.3 and 9.4.

## 10 FORCE MAJEURE

### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
  - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
  - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
  - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
  - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Order and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Order by an Event of Force Majeure.

### Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Order resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

### Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Order as soon as possible.

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
  - (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Order, or



- (iii) any representation or warranty made by the Contractor in this Order is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
  - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
  - (vi) the Contractor ceases, in the Purchaser's reasonable opinion, to carry on business as a going concern.

#### Purchaser's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Purchaser may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) by written notice to the Contractor, terminate this Order with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

- 11.3 No failure or delay on the part of the Purchaser to exercise its rights in relation to an Event of Default will constitute a waiver by the Purchaser of such rights.

#### Purchaser's right to terminate other than for default

- 11.4 In addition to the Purchaser's right to terminate this Order under section 11.2(c) on the happening of an Event of Default, the Purchaser may terminate this Order for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### Payment consequences of termination

- 11.5 Unless the Service Request otherwise provides, if the Purchaser terminates this Order under section 11.4:
- (a) the Purchaser must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in the Service Request which corresponds with the portion of the Services that was completed to the Purchaser's satisfaction before termination of this Order; and
  - (b) the Contractor must, within 30 days of such termination, repay to the Purchaser any paid portion of the fees and expenses described in the Service Request which corresponds with the portion of the Services that the Purchaser has notified the Contractor in writing was not completed to the Purchaser's satisfaction before termination of this Order.

#### Discharge of liability

- 11.6 The payment by the Purchaser of the amount described in section 11.5(a) discharges the Purchaser from all liability to make payments to the Contractor under this Order.

## Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Purchaser of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

## 12 DISPUTE RESOLUTION

### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Order, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

### Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

### Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

## 13 MISCELLANEOUS

### Delivery of notices

- 13.1 Any notice contemplated by this Order, to be effective, must be in writing and delivered as follows:
- (a) by email to the addressee's email address specified in section 1.1 of Part 1 of the Service Request, or section 2.1 of Part 2 in the Service Request, as applicable, in which case it will be deemed to be received on the day of its delivery;
  - (b) by hand to the addressee's address specified in section 1.1 of Part 1 of the Service Request, or section 2.1 of Part 2 in the Service Request, as applicable, in which case it will be deemed to be received on the day of its delivery; or
  - (c) by prepaid post to the addressee's address specified in section 1.1 of Part 1 in the Service Request, or section 2.1 of Part 2 in the Service Request, as applicable in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

#### Change of address

- 13.2 Either party may from time to time give notice to the other party of a substitute address, which from the date such notice is given will supersede for purposes of section 13.1 any previous address specified for the party giving the notice.

#### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Order without the Purchaser's prior written consent. Upon providing written notice to the Contractor, the Purchaser may assign to any person any of the Purchaser's rights under this Order and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Purchaser's obligations under this Order.

#### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Order to any person without the Purchaser's prior written consent, excepting persons listed in the attached Schedule B to the CSA. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Order. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Order; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Order in performing the subcontracted obligations.

#### Waiver

- 13.5 A waiver of any term or breach of this Order is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

#### Modifications

- 13.6 No modification of this Order is effective unless it is in writing and signed by, or on behalf of, the parties.

#### Entire agreement

- 13.7 This Order (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

#### Survival of certain provisions

- 13.8 Any section of this Order (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Order, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Order ends.

#### Schedules

- 13.9 The schedules to this Order (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Order.

#### Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Order, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Purchaser; or

(b) an agent of the Purchaser except as may be expressly provided for in this Order.

The Contractor must not act or purport to act contrary to this section.

#### Personnel not to be employees of Purchaser

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Purchaser.

#### Pertinent information

13.13 The Purchaser must make available to the Contractor all information in the Purchaser's possession which the Purchaser considers pertinent to the performance of the Services.

#### Conflict of interest

13.14 The Contractor must not provide any services to any person in circumstances which, in the Purchaser's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Purchaser under this Order.

#### Time

13.15 Time is of the essence in this Order and, without limitation, will remain of the essence after any modification or extension of this Order, whether or not expressly restated in the document effecting the modification or extension.

#### Conflicts among provisions

13.16 This Order consists of the following parts, which prevail in the following order to the extent of any conflicts:

- (a) the Service Request;
- (b) these Order terms and conditions; and
- (c) any Schedule attached to these Order terms and conditions, with the body of the Schedule prevailing over any attachments to the Schedule except as specified otherwise in the Schedule or attachment.

#### Agreement not permit nor fetter

13.17 This Order does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Purchaser or any of its agencies in order to provide the Services. Nothing in this Order is to be construed as interfering with, or fettering in any manner, the exercise by the Purchaser or its agencies of any statutory, prerogative, executive or legislative power or duty.

#### Remainder not affected by invalidity

13.18 If any provision of this Order or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Order and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

#### Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Order.

## Governing law

13.20 This Order is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

## 14 INTERPRETATION

14.1 In this Order:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Order;
- (c) the Contractor and the Purchaser are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Order when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Order or any provision of it;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

## 15 EXECUTION AND DELIVERY OF ORDER

15.1 This Order may be entered into by a separate copy of the Service Request being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

## **Schedule 1 – Invoicing and Statements of Account**

### **1. STATEMENTS OF ACCOUNT:**

**1.1 Statements of Account:** In order to obtain payment of any fees and expenses under this Order, the Contractor must deliver to the Purchaser a written statement of account in a form satisfactory to the Purchaser containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the billing period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that billing period, in accordance with the pricing under the CSA;
- (d) the Contractor's calculation of any applicable taxes payable by the Purchaser in relation to the Services for the billing period;
- (e) a statement number for identification;
- (f) Contractor's GST number;
- (g) Purchaser's Account number;
- (h) Purchaser's Premises number(s);
- (i) Purchaser's mailing address;
- (j) Purchaser's PO number or account coding number or cost centre number (if provided by Purchaser);
- (k) A description of the Services provided, including the applicable program of Services;
- (l) Premises address(es) receiving the Services (if more than one Premises is on an invoice, all charges for that Premises will be grouped together under that Premises' location);
- (m) Quantity of Containers (separated by type, as applicable) and/or File Boxes Collected at each Premise;
- (n) Date Containers and/or File Boxes were Collected; and
- (o) any other billing information reasonably requested by the Purchaser.

1.2 Invoices will be submitted either via email, or by mail, or via the Contractor's website with an email notification to Contractor when invoice is issued. Such email notification will include the invoice number in the subject line as indicated by the Purchaser in the Service Request. If the Purchaser and Contractor have entered into more than one Service Request, at the Purchaser's written request, the Contractor may consolidate any invoicing required pursuant to each Service Request into one invoice, with reference to the applicable Service Requests captured in the invoice, and despite the invoicing address and contact that may be specified in any individual Service Request, the written instructions of the Purchaser with respect to where such invoices will be sent will prevail.

### **2. PAYMENTS DUE:**

**Payments Due:** Within 30 days of the Purchaser's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Purchaser must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Purchaser as required to obtain the discount.

## Schedule 2 – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Purchaser:
  - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Order and this insurance must
    - (i) include the Purchaser as an additional insured,
    - (ii) be endorsed to provide the Purchaser with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause.
  
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Purchaser.
  
3. The Contractor must provide the Purchaser with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Purchaser evidence of all required insurance in the form of a completed Purchaser of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Purchaser within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Purchaser at any time, the Contractor must provide to the Purchaser certified copies of the required insurance policies.
  
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

## Schedule 3 – Privacy Protection Schedule

### Definitions

1. In this Schedule,
  - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
  - (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;
  - (c) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Order or any previous agreement between the Purchaser and the Contractor dealing with the same subject matter as the Order;
  - (d) “**privacy course**” means the Purchaser’s online privacy and information sharing training course or another course approved by the Purchaser; and
  - (e) “**public body**” means “public body” as defined in the Act;
  - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
  - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
  - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Purchaser to comply with the Purchaser's statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

### Acknowledgements

3. The Contractor acknowledges and agrees that
  - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
  - (b) Unless the Order otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Purchaser; and
  - (c) unless the Order otherwise specifies or the Purchaser otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the



performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Order.

#### **Collection of Personal Information**

4. Unless the Order otherwise specifies or the Purchaser otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Order.
5. The Contractor must collect personal information directly from the individual the information is about unless:
  - (a) the Order provides personal information to the Contractor;
  - (b) the Order otherwise specifies; or
  - (c) the Purchaser otherwise directs in writing.
6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the contact information of the individual designated by the Purchaser to answer questions about the Contractor's collection of personal information.

#### **Privacy Training**

7. The Contractor must ensure that each individual who will provide services under the Order that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

#### **Accuracy of Personal Information**

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Purchaser to make a decision that directly affects the individual the information is about.

#### **Requests for Access to Information**

10. If the Contractor receives a request for access to information from a person other than the Purchaser, the Contractor must promptly advise the person to make the request to the Purchaser unless the Order expressly requires the Contractor to provide such access. If the Purchaser has advised the Contractor of the name or title and contact information of an official of the Purchaser to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of Personal Information**

11. Within 5 Business Days of receiving a written direction from the Purchaser to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

12. When issuing a written direction under section 11, the Purchaser must advise the Contractor of the date the correction request was received by the Purchaser in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Purchaser, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Purchaser, the Contractor must promptly advise the person to make the request to the Purchaser and, if the Purchaser has advised the Contractor of the name or title and contact information of an official of the Purchaser to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of Personal Information**

15. Without limiting any other provision of the Order, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

#### **Storage of and Access to Personal Information**

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Purchaser, by supporting the Purchaser with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Purchaser in writing.
18. Without limiting any other provision of the Order, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Purchaser upon request.

#### **Retention of Personal Information**

19. Unless the Order otherwise specifies, the Contractor must retain personal information until directed by the Purchaser in writing to dispose of it or deliver it as specified in the direction.

#### **Use of Personal Information**

20. Unless the Purchaser otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Order. For clarity, unless the Order otherwise specifies or the Purchaser otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

#### **Metadata**

21. Where the Contractor has or generates metadata as a result of services provided to the Purchaser, where that metadata is personal information, the Contractor will:
- (a) not use it or disclose it to any other party except where the Order otherwise specifies; and
  - (b) remove or destroy individual identifiers, if practicable.

#### **Disclosure of Personal Information**

22. Unless the Purchaser otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Purchaser if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Order.
23. If in relation to personal information, the Contractor:
- (a) receives a third-party request for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,
- subject to section 24, the Contractor must immediately notify the Purchaser.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Purchaser as required by section 23, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the Purchaser;
  - (b) provide the Purchaser with reasonable assistance to contest the third-party request; and
  - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
    - (i) the control of personal information by the Purchaser as a public body under the Act;
    - (ii) the application of the Act to the Contractor as a service provider to the Purchaser;
    - (iii) the conflict between the Act and the third-party request; and
    - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

#### **Notice of Unauthorized Disclosure**

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Purchaser.

#### **Compliance with the Act and Directions**

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and

(b) any direction given by the Purchaser under this Schedule.

27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. The Contractor will provide the Purchaser with such information as may be reasonably requested by the Purchaser to assist the Purchaser in confirming the Contractor's compliance with this Schedule.

#### **Notice of Non-Compliance**

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Purchaser 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.

#### **Termination of Order**

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

#### **Interpretation**

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Order and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Order.
34. If a provision of the Order (including any direction given by the Purchaser under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Order (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Order or the law of any jurisdiction outside Canada.
36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

**Schedule 4 – Security Schedule**

Not Applicable

## Schedule 5 – Additional Terms and Conditions

### **Part 1: All Services**

The following terms and conditions in this Part 1 apply to all Services.

#### **2. Service Levels**

In performing the Services, the Contractor will abide by the service levels set out in Appendix 1 to this Schedule 5 to this Order.

#### **3. Account and Premises Numbers**

- (a) If a Service Request indicates the Purchaser would like a new Account created for the Services set out therein, the Contractor will issue a unique Account number for such Services. The Contractor will confirm the Account creation and provide the unique Account number to the Purchaser within 3 Business Days of the start of the Order Term.
- (b) The Contractor will create a unique Premises number for each unique Premises set out in the Service Request. The Contractor will provide the unique Premises number to the Purchaser within 3 Business Days of the start of the Order Term.

#### **4. Customer Service**

The Contractor will provide customer service to the Purchaser, which at minimum will include service via:

- (a) a toll-free customer service telephone number from a staffed call centre, as more particularly described in section 5 of this Part 1; and
- (b) an email address that is monitored by the Contractor's customer service staff. Staff are required to have ready access to the CSA fees, an understanding of the CSA Service Request process, access to collection schedules and invoicing details in order to assist with any enquiries related to any aspect of the Services and the Order.

#### **5. Call Centre**

The Contractor will ensure:

- (c) Its call centre staff have ready access to the CSA fees, an understanding of the CSA Service Request process, access to the Purchaser's collection schedules and invoicing details in order to assist with billing enquiries, Service Requests, service deficiencies, etc.;
- (d) Its call centre staff receive calls between, at a minimum, the hours of 8:30 a.m. to 4:30 p.m. Pacific Time, on Business Days; and
- (e) That if a customer service agent of the Contractor is not immediately available upon dialling and/or selection of the option to speak with one directly, the Contractor will sufficiently staff and manage the call centre such that hold times to speak to a customer service agent are no longer than 5 minutes. If the option is also given to Purchasers to leave a message for a return call from a customer service agent, return calls are to be made no less than 1 hour from the time the message was given. If the 1-hour period extends past 4:30 p.m. PT, the remaining portion will be continued over to the next Business Day commencing at 8:30 a.m. PT.

#### **6. Proof of Collection Certificate**

The Contractor will:

- (a) provide to the Purchaser after each collection or delivery of Documents, a proof of collection certificate (a "Proof of Collection Certificate") to confirm that collection of the Purchaser's Documents has been performed. Each Proof of Collection Certificate will contain, at a minimum, the following information:
  - i. Unique document number for each Proof of Collection Certificate,
  - ii. Account number,
  - iii. Date collection or delivery occurred,
  - iv. Vehicle number,
  - v. Premises address,
  - vi. Unique ID number for each Container;
  - vii. Container type, if applicable,
  - viii. Number of File Boxes, if applicable, and
  - ix. In the case of ON-site Document Shredding, for customer-witnessed shredding of Documents, the name of the Contractor's employee and/or employee number that performed Services and the time of day that the shredding occurred;
- (b) issue a Proof of Collection Certificate, at a minimum, either via email or, if available, the website, as selected by the Purchaser in the Service Request, no later than 24 hours after the time the shredding took place; and
- (c) if the Contractor has the capability of issuing the Proof of Collection Certificates via its website, store and make available all of the Purchaser's Proof of Collection Certificates for a minimum of 12-months after the date of Collection for each Proof of Collection Certificate.

## 7. Security of Documents

The Contractor:

- (a) Must not sell, dispose of, review, copy, or make Documents available to any third party before they are securely destroyed by the Contractor.
- (b) Is solely responsible for the security and confidentiality of the Documents from the time of removal from the Purchaser until actual physical destruction has occurred.

Without limiting the generality of section 11 of the Order terms and conditions, if the Contractor breaches section 7(a), it will constitute a material breach of the Order.

## 8. Security Incidents

In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Order, if, during or after the Order Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of unshredded Documents, including its unauthorized access, collection, loss or disposal, whether accidental or deliberate, the Contractor must:

- (a) immediately report the particulars of such incident to, and follow the instructions of, the Purchaser, confirming any oral report with a notice in writing to the Purchaser as soon as reasonably practicable; and
- (b) make every reasonable effort to recover the unshredded Documents and contain and remediate such incident, following such reasonable instructions as the Purchaser may give.

## 9. Usage of Transport Carts

If the Contractor uses transport carts to move Documents from the Purchaser's Premises to the Contractor's vehicle, the Contractor will avoid leaving the transport carts unattended unless it is not possible to do so. If a transport cart

containing Documents will be left temporarily unattended by the Contractor, the Contractor will ensure the transport cart is locked until the Contractor is able to return to attend to the transport cart. In no event will the Contractor leave a transport cart unattended outside of the Purchaser's Premises.

## **10. Investigations support and security investigations**

- (a) The Contractor must:
  - i. conduct security investigations in the case of incidents (including any security breach or compromise) affecting unshredded Documents, collecting evidence, undertaking forensic activities and taking such other actions as needed;
  - ii. provide the Purchaser with any related investigation reports, which the Contractor may sanitize first; and
  - iii. maintain a chain of custody in all such security investigations it undertakes.
- (b) Upon the Purchaser's request, the Contractor must provide investigative support to the Purchaser to enable the Purchaser to conduct its own security investigations into incidents (including security breaches or compromises) affecting the unshredded Documents;
- (c) The Contractor must work with and support the Purchaser if the Purchaser needs assistance in legal proceedings in relation to security investigations related to the unshredded Documents affected in the incident.

## **Part 2: Container Program**

The following terms and conditions in this Part 2 apply only to the Container Program.

### **2. Provision and emptying of Containers**

The Contractor will provide secure Containers for the Purchaser's Premises, in the quantities, types and locations as set out in the Service Request, and which the Contractor empties and shreds the contents at the frequency set out in the Service Request. In performing the Services, the Contractor will abide by the transition obligations set out in Appendix 4 to this Schedule 5, if applicable.

### **3. Monitoring of Containers**

The Contractor will monitor Containers and their labels, and will promptly:

- (b) and in accordance with section 1 of Appendix 1 to Schedule 5, repair or replace damaged Containers;
- (c) clean soiled Containers; and
- (d) remove and replace damaged or inaccurate labels.

### **4. Scheduling of the Collection Day**

- (a) The Contractor will choose the regularly scheduled collection day(s) of the week. Unless otherwise agreed by the parties, the Contractor may not change the regularly scheduled collection day(s) of the week more than once per calendar year.
- (b) Despite (a), the Contractor may make temporary schedule changes to accommodate collection days that fall on dates other than Business Days, or other Purchaser-specified holidays as may be set out in a Service Request.

### **5. Container Fill Level Reports**

If the Purchaser has opted in to receive Container fill level reports in accordance with section 2.6 of Part 2 of one or more Service Requests, the Contractor:



- (a) upon each collection, will make and record a fair and reasonable estimation of what portion of each unique Container is occupied by Documents deposited within the Container according to the following approximated increments:
  - i. empty (no or very little Documents within);
  - ii. 1/4 full (1-24% full with Documents);
  - iii. 1/2 full (25-49% full with Documents);
  - iv. 3/4 full (50-74% full with Documents); or
  - v. full (75- 100% full with Documents).
- (a) provide monthly reporting on Container fill levels to the Purchaser, for a period including the 1st day of a month, to and including the last date of that month at no cost to the Purchaser.
- (b) submit the report no later than 15 days after the end of each month via email to the Purchaser's main contact set out in section 2.1 of part 2 of the Service Request.
- (c) Ensure the report is in the format as set out in Appendix 5 to Schedule 5 of this Order, and contain the following information at minimum:
  - (i) Account #;
  - (ii) Date of Service;
  - (iii) Premises name (if available);
  - (iv) Premises address;
  - (v) Container location within the Premises, if applicable (e.g. 2nd floor, mail room, etc.);
  - (vi) Container's unique identification #;
  - (vii) Container's fill level at the time of collection, to be stated as one of the following: empty, 1/4 full, 1/2 full, 3/4 full or full; and
  - (viii) Approximate average weight of Documents in kilograms for that Container type when 100% full.
- (d) if the Purchaser and Contractor have entered into more than one Service Request, may consolidate any Container fill level reporting required pursuant to each Service Request into one report, with reference to the applicable Service Requests captured in the report.

## 6. Key Requests

- (a) The Contractor will, upon Request by the Purchaser, make available a unique key for the lock, or a unique combination, as applicable, for each Container, at no charge. If the lock is fitted with a key, one key will remain in the possession of the Contractor at all times. A Purchaser may require that the Contractor provide the Purchaser with a second key.
- (b) Where a Purchaser has requested a key, pursuant to section (d) or (e) of this section 6, and the Contractor has not yet delivered the corresponding Container to the Premises, the Contractor will hand deliver the key with the Container.
- (c) For Containers already delivered to a Premises, unless hand delivered by the Contractor, the Purchaser will arrange and pay for a courier to deliver a key. The Purchaser must use a courier that has a requirement for a signature from the recipient upon delivery.
- (d) If a Purchaser is a Ministry and requires a Container key, the following applies:
  - i. The Contractor will issue the Purchaser a key release request form substantially similar to the form in Appendix 6 to Schedule 5 – Key Release Request Form.
  - ii. Once the Purchaser has completed, signed and returned the form to the Contractor, the Contractor will issue the key to the Purchaser.
  - iii. The Contractor will keep all completed and signed key release request forms on file for the entire duration of the term of the CSA and any subsequent extension terms and will, upon request by the Province, make any and all such key release request forms available to the Province.
  - iv. In the event that a Purchaser is provided with a key to a Container and is done so in accordance with the key request process, the Purchaser will become responsible for the

security of the contents of that Container for the period between the regularly scheduled emptying of the Containers by the Contractor.

- (e) If a Purchaser is a Public Sector Entity and requires a Container key, the following applies:
  - i. Contractor will work with the Purchaser to establish a key request process that is amenable to both parties, to ensure that security and approval processes required by the Purchaser are in place prior to release of a key to that Purchaser. The process may include the Contractor ensuring that a key request form, as drawn up by the Purchaser, is completed prior to the release of a key, and/or may include distribution of a key to a central representative of the Public Sector Entity. Once this process is established, the Purchaser and the Contractor will follow this process for all key release requests.
  - ii. The Purchaser acknowledges that if the Purchaser releases a key pursuant to the procedure established between the parties in accordance with (i), the Purchaser is responsible for the security of the contents of the applicable Container before such Container's contents are emptied by the Contractor.

## **7. Container Unlocking Requests**

- (a) The Contractor will, upon Request by the Purchaser, attend the Premises and temporarily unlock any Containers of the Purchaser as requested while the Contractor is on site, at no charge.
- (b) If a Purchaser is a Ministry and requires a Container to be unlocked, the following applies:
  - v. The Contractor will issue the Purchaser a temporary Container unlock request form substantially similar to the form in Appendix 7 to Schedule 5 – Temporary Container Unlock Request Form.
  - vi. Once the Purchaser has completed, signed and returned the form to the Contractor, the Contractor will arrange a mutually agreed dated with the Purchaser to attend the Premises and unlock the Container(s).
  - vii. The Contractor will keep all completed and signed temporary Container unlock request forms on file for the entire duration of the term of the CSA and any subsequent extension terms and will, upon request by the Province, make any and all such temporary Container unlock request forms available to the Province.
  - viii. In the event that a Purchaser has a Container temporarily unlocked and is done so in accordance with the key request process, the Purchaser will become responsible for the security of the contents of that Container(s) for the period between when the Container(s) are unlocked and locked again by the Contractor.
- (c) If a Purchaser is a Public Sector Entity and requires a Container key, the following applies:
  - iii. Contractor will work with the Purchaser to establish a temporary Container unlock request process that is amenable to both parties, to ensure that security and approval processes required by the Purchaser are in place prior to unlocking a Container for that Purchaser. The process may include the Contractor ensuring that a temporary Container unlock request form, as drawn up by the Purchaser, is completed prior to unlocking of a Container by the Contractor. Once this process is established, the Purchaser and the Contractor will follow this process for all temporary Container unlock requests.
  - iv. The Purchaser acknowledges that if the Purchaser has a Container temporarily unlocked pursuant to the procedure established between the parties in accordance with (i), the Purchaser is responsible for the security of the contents of the applicable Container for the period between the regularly scheduled emptying of when the Container(s) are unlocked and locked again by the Contractor.

**8. Container Removal**

- (a) Upon the expiration or earlier termination of the Order, the Contractor will:
- (i) remove any Containers from the Contractor's Premises and complete the Document destruction in accordance with the standards set in within this Order within 14 calendar days after the Order Term expires or, if terminated earlier, within the time period as set out in the following table:

Community Type	Maximum Time Period
Required Community	20 calendar days after date of termination
Remote Required Community	the greater of: (a) 30 calendar days after date of termination; or (b) the date which would have been the next regularly scheduled collection date had termination not occurred
Optional Community	the greater of: (a) 20 calendar days after the date of termination; or (b) the date which would have been the next regularly scheduled collection date had termination not occurred

- (ii) accommodate any reasonable requests from the Purchaser as to the timing of Container removal.
- (b) Despite section 8(a)(ii), in the event that one or more Containers remains at the Purchaser's Premises for:
- (i) more than 40 calendar days following the expiration of the Order, or, if the Order was terminated, more than 20 calendar days after the last date the Contractor is obligated to remove the Containers pursuant to section 8(a)(i), the Purchaser may do one or more of the following:
    1. if the Purchaser was not issued a key to the lock for a Container, the Purchaser may force open the Container by any means necessary, whether or not this causes damage to the Container, to allow the Purchaser to remove their Documents from the Container in order to recover the Purchaser's Documents for secure storage and shredding by any means chosen by the Purchaser as necessary, and/or
    2. place any Container, after removal of the Purchaser's Documents from the Container by the Purchaser, out of doors of the Purchaser's indoor Premises but still within the Purchaser's Premises outdoor property but in an unsecure area if that is all that the Purchaser has available to it at the time and in consideration of its operational abilities and storage needs.
  - (ii) more than 50 calendar days following the expiration of the Order, or, if the Order was terminated, more than 30 calendar days after the last day the Contractor is obligated to remove the Containers pursuant to section 8(a)(i), the Purchaser may dispose of any Container by any means necessary including but not limited to:
    1. Selling such Container(s) to a third party with all proceeds from the sale remaining the property of the Purchaser; and/or
    2. Disposing of such Container(s) by any means determined by the Purchaser.
- (c) The Contractor must not charge the Purchaser any fees for the removal of any Containers at any time.
- (d) The Contractor will not remove containers, or remove contents in containers, that are the property of the Purchaser or a third party.

- 9. Purchaser's All Accounts Reporting Requirements:** If the Purchaser has opted in to receive the Purchaser's All Accounts Report in accordance with section 2.6 of part 2 of a Service Request, the Contractor will provide monthly reporting on the Services to the Purchaser, for a period including the 1<sup>st</sup> day of a month, to and including the last date of that month at no cost to the Purchaser. Reporting will be submitted no later than 15 days after the end of each month via email to the Purchaser's main contact set out in section 2.1 of part 2 in a Service Request. Reporting will be via an Excel compatible spreadsheet in the form of the "Purchaser's All Accounts Report Template" as set out in Appendix 2 to this Schedule 5. If the Purchaser and Contractor have entered into more than one Service Request, the Contractor may consolidate any service reporting required pursuant to each Service Request into one report, with reference to the applicable Service Requests captured in the report.
- 10. Invoice Reporting Requirements:** If the Purchaser has opted in to receive the Invoice Summary Report in accordance with section 2.4 of part 2 of a Service Request, the Contractor will provide an "Invoice Summary Report" in the form set out in Appendix 3 to this Schedule 5. If the Purchaser has more than one Service Request, (a) the Contractor may consolidate any invoice reporting required pursuant to each Service Request into one report, with reference to the applicable Service Requests captured in the report, and (b) Purchaser may request that the Invoice Summary Report contain details with respect to invoices pursuant to Service Requests for the Small Volume Program or Large Volume Program.

### **Part 3: Small Volume Program and Large Volume Program**

The following terms and conditions in this Part 3 apply only to the Small Volume Program and the Large Volume Program.

- 1. Packaging Requirements:** The Purchaser is responsible for placing Documents in Purchaser-supplied File Boxes, and if more than 99 File Boxes, supplying and packaging File Boxes on pallets. The Contractor will not return empty File Boxes to the Purchaser and is responsible for their disposal off-site. File Boxes must be clearly marked for shredding.
- 2. Shipping Requirements for Small Volume Program only:** For the Small Volume Program, if shipping to Contractor is selected in the Service Request, the following terms and conditions apply:
  - (a) The Contractor will contact the Purchaser within two Business Days of the Effective Date to set a delivery date and to confirm the Contractor's delivery location. The Purchaser will not ship any File Boxes until a delivery date is confirmed.
  - (b) The Purchaser will arrange and pay for shipping.
  - (c) The Purchaser bears all risk with respect to the File Boxes until such time that the Contractor receives them.
- 3. Pickup Requirements for Small Volume Program:** For the Small Volume Program, if pickup by the Contractor is selected in the Service Request, the following terms and conditions apply:
  - (a) The Contractor will contact the Purchaser within the time frame specified in Appendix 1 to Schedule 5 of the Order terms and conditions to arrange a mutually agreeable time for pickup.
  - (b) The Purchaser will ensure prior to Contractor pickup that the File Boxes are clearly marked for destruction. File Boxes may be stacked loosely in any area or floor of the Premises if Floor Walk Collection is requested, or stacked loosely or on pallets and shrink wrapped and located on a loading dock or ground-level location near the exterior of the Premises if Centralized Collection is selected.

- (c) The Contractor is responsible for loading all File Boxes/pallets onto the Contractor's vehicle(s) for transport.

**4. Pickup Requirements for Large Volume Program:** For the Large Volume Program the following terms and conditions apply:

- (a) The Contractor will contact the Purchaser within the time frame specified in Appendix 1 to Schedule 5 of the Order terms and conditions to arrange a mutually agreeable time for pickup.
- (b) The Purchaser will ensure prior to Contractor pickup that the File Boxes are clearly marked for destruction. File Boxes will be stacked on pallets and shrink wrapped and located on a loading dock or ground-level location near the exterior of the Premises.
- (c) The Contractor is responsible for loading all File Boxes/pallets onto the Contractor's vehicle(s) for transport.

## Appendix 1 to Schedule 5

### Service Levels

#### 1. Service Response Times

The Contractor will abide by the response times set out in the following table:

<b>Component of Services</b>	<b>Days for Contractor to Respond to Purchaser with Confirmation and/or to Obtain any Additional Information if Necessary (if applicable)</b>	<b>Time for Contractor to Complete Component of Services</b>
Deliver Containers to Premises	As set out in section 2 of this Appendix 1 to Schedule 4, or section 1.1 of Part 1 to Appendix 4 to this Schedule 5, as applicable.	As set out in section 2 of this Appendix 1 to Schedule 5, or section 1.1 of Part 1 to Appendix 4 to this Schedule 5, as applicable.
Deliver additional Containers to existing Account	Two Business Days	As set out in section 2 of this Appendix 1 to Schedule 5, or section 1.1 of Part 1 to Appendix 4 to this Schedule 5, as applicable.
Provide collection for a missed collection	One Business Day	As set out in section 4 of this Appendix 1 to Schedule 5
Key Request – delivery of Container key to Purchaser	One Business Day	Either: (a) On the Purchaser’s next scheduled collection date; or (b) If couriered, one Business Day to package the key and provide it to the courier for pick up, unless otherwise agreed to by the Purchaser.
Relocate Container	Two Business Days	On the next regularly scheduled collection date
Removal of Container(s) if number of Containers to be Serviced is reduced pursuant to a Change Order	Two Business Days	On or before the regularly scheduled collection date that follows the first regularly scheduled Collection date after receipt of removal request
Repair or replace damaged Container	Two Business Days	On or before the next regularly scheduled collection date
Provide Purchaser with date of next scheduled collection	N/A	One Business Day
Provide collection of File Boxes – Small Volume Program*	Two Business Days	As per Schedule 1 to Appendix A - Geographic Areas & Collection

		Frequencies
Provide collection of File Boxes – Large Volume Program*	Two Business Days	As per Schedule 1 to Appendix A - Geographic Areas & Collection Frequencies
Provide collection of File Boxes – if Purchaser is CIRMO	Two Business Days	Seven calendar days
Accept shipment of Purchaser's File Boxes	Two Business Days	As agreed by the parties, and subject to courier availability
Invoice enquiry	One Business Day	Five Business Days to address the invoice enquiry, and correct or amend the invoice, as applicable.
Creation of or assistance with Purchaser's online Account on Contractor's website, if applicable	N/A	Two Business Days of Purchaser's request

\*Applies to all Purchasers except CIRMO

## 2. Container Delivery Requirements

This section applies to all Service Requests for the Container Program with an Effective Date that is greater than 90 days of the start of the CSA term, otherwise see Appendix 4 to this Schedule 5. The Contractor will contact the Purchaser by email or phone within 3 Business Days of the Effective Date of a Service Request or a Change Order requesting additional Containers to arrange a mutually agreeable time to deliver Containers. Unless the Purchaser provides prior approval, the Contractor will abide by the following time periods for delivery of Containers, including additional Containers, to a Purchaser's Premises:

Frequency of Collection for a Given Community*	Maximum number of Business Days to deliver Containers after Effective Date of Service Request or Change Order, as applicable:
Weekly or less	8
Bi-Weekly	10
Every 4 weeks	15
Every 6 weeks	15
Every 8 weeks or more	20

\*Based on the most frequent collection offered by the Contractor

For delivery of Containers to large Premises that require placement of Containers at multiple locations within the same Premises, the Contractor will deliver Containers within one consecutive period (for example, over the course of one day, or over the course of three consecutive days) to minimize disruptions at the Purchaser's Premises.

## 3. On-Time Collection Performance Level

The Contractor will ensure that the Purchaser receives collection of Documents on the date regularly scheduled for the Container Program or the pre-arranged date agreed for the Small Volume Program and Large Volume Program. The Contractor will track all collections for each Purchaser's Containers and File Boxes and will ensure that the percentage of all collections that are performed on-time (i.e. on the scheduled or pre-arranged dates) within each calendar month will be no less than 97% on-time.

**4. Missed Collections and Maximum Durations for Follow-Up Collections**

**a. Missed Collections**

Whenever the Contractor is unable to provide collection of a Container or a File Box for the Purchaser on the regularly scheduled date for the Container Program or the agreed scheduled date for the Small Volume Program or the Large Volume Program for any reason (other than the inability of the Purchaser to provide the Contractor with access to the Containers or File Boxes as agreed), the Contractor will notify the Purchaser via email on or before 12:00 p.m. PT of the Business Day immediately following the scheduled collection date of the following:

- i. Account number;
- ii. Premises address;
- iii. Collection will not occur on the scheduled date;
- iv. Date that the follow-up collection will take place; and
- v. The Contractor’s contact information should the Purchaser not be able to provide access to the Premises for collection on the follow-up collection date

In addition to the above, in the case of collection of a File Box under the Small Volume Program or Large Volume Program, the Contractor will also notify the Purchaser via telephone as soon as possible and provide all of the same information in the bullets above.

For clarity, there will be no additional charge to the Purchaser for any follow-up collection for a missed collection by the Contractor.

**b. Maximum Duration for Follow-up Collection**

Whenever the Contractor is unable to provide collection of a Container or a File Box for a Purchaser on the regularly scheduled date for the Container Program or the agreed scheduled date for the Small Volume Program or Large Volume Program for any reason (other than the inability of the Purchaser to provide the Contractor with access to the Containers or File Boxes as agreed), the Contractor will provide a follow-up collection of the Container or File Box within the maximum durations after the scheduled date of collection as listed within the tables below:

<b>Maximum Duration to Provide Follow-Up Container Collection for a Missed Collection</b>	
<b>Frequency of Service for Account that Collection was Missed</b>	<b>Maximum Number of Business Days After the Scheduled Collection Date to Provide a Follow-up Collection</b>
Weekly	2
Bi-weekly	3
Every 4 weeks	5
Every 6 weeks	8
Every 8 weeks or more	15

<b>Maximum Duration to Provide Follow-Up File Box Collection for a Missed Collection</b>	
<b>Greatest Frequency of Container Service for Community in which the Account that Collection was Missed</b>	<b>Maximum Number of Business Days After the Scheduled Collection Date to Provide a Follow-up Collection</b>
Weekly	2
Bi-weekly	3
Every 4 weeks	5
Every 6 weeks	5
Every 8 weeks or more	5



**Appendix 2 to Schedule 5**

**Purchaser's All Accounts Report Spreadsheet**

This Appendix 2 to Schedule 5 is provided by way of a separate attachment to Schedule 5.

**Appendix 3 to Schedule 5**

**Invoice Summary Report Spreadsheet**

This Appendix 3 to Schedule 5 is provided by way of a separate attachment to Schedule 5.

## Appendix 4 to Schedule 5

### Transition Provisions

#### Part 1:

For Service Requests for the Container Program with an Effective Date that is within 90 days after the start of the Term of the CSA, the following sections set out in this Part 1 of Appendix 4 to Schedule 5 apply:

1.1 The Contractor will contact the Purchaser by email or phone within 3 Business Days of the Effective Date of a Service Request or a Change Order requesting additional Containers to arrange a mutually agreeable time to deliver Containers. For the first 90 days after the Effective Date, unless the Purchaser provides prior approval, the Contractor will abide by the following time periods for delivery of Containers, including additional Containers, to a Purchaser's Premises:

Frequency of Collection for a Given Community*	Maximum number of Business Days to Provide Containers after Effective Date of Service Request or Change Order
Weekly or less	7
Bi-Weekly	7
Every 4 weeks	10
Every 6 weeks	12
Every 8 weeks or more	15

\*Based on the Contractor's most frequent collection in a given community

For Service Requests with an Effective Date that is after 90 days after the start of the Term of the CSA, section 2 of Appendix 1 to Schedule 5 will apply.

#### Part 2:

For Purchasers **with a combined total of 75 or more Containers** to be serviced in one or more Service Requests under one or more Accounts across one or more Premises with a Service Request Effective Date that is within 90 days of the start of the Term of the CSA, the following sections set out in this Part 2 of Appendix 4 to this Schedule 5 apply:

2.1 Despite the Purchaser contact set out in any one or more Service Requests, the Purchaser may appoint one individual to act as the Contractor's point of contact to coordinate the Services to be provided.

2.2 The Contractor will appoint an individual to perform the role of "Transition Manager" who will be available during 8:30am and 4:30pm PT on Business Days who will be available to respond to the Purchaser's inquiries, resolve any issues that may arise, and to coordinate a smooth implementation of Services.

2.3 The Contractor will provide personnel (in addition to the personnel performing services under the Container Program) that are able to personally visit the Purchaser's Premises and meet with the Purchaser's contacts, if and as necessary, to ensure that the specific needs of such Premises are met pursuant to the Service Request.

2.4 For delivery of Containers to large Premises that require placement of Containers at multiple locations within the same Premises, the Contractor will deliver Containers within one consecutive period (for example, over the course of one day, or over the course of three consecutive days) to minimize disruptions at the Purchaser's Premises.

2.5 The Contractor will send to each Purchaser, a "Weekly Container Delivery Report" via email in excel format as set out in Attachment 1 to this Appendix 4 to Schedule 5, including a cumulative account of all completed deliveries of Containers performed during the previous week. This report must be sent by 4:00 p.m. PT on Wednesday of each week,

to the Purchaser's contact in Part 2 of the Service Request. For clarity, if the Contractor has entered into more than one service request with the Purchaser, the Contractor may consolidate all weekly Container delivery reporting required under all service requests into one report.

2.6 The Contractor will send to each Purchaser, a "Weekly Service Request Status Report" via email in excel format as set out in Attachment 2 to this Appendix 4 to Schedule 5, including a cumulative account of information on Services ordered by the Purchaser but not yet completed. This report must be sent by 4:00 p.m. PT on Wednesday of each week, to the Purchaser's contact in Part 2 of the Service Request. For clarity, if a Contractor has entered into more than one service request with a Purchaser, the Contractor may consolidate all weekly service request status reporting required under all service requests into one report.

**Attachment 1 to Appendix 4 to Schedule 5**

**Weekly Container Delivery Report Spreadsheet**

This Attachment 1 to Appendix 4 is provided by way of a separate attachment to Appendix 4.

**Attachment 2 to Appendix 4 to Schedule 5**

**Weekly Service Request Status Report Spreadsheet**

This Attachment 2 to Appendix 4 is provided by way of a separate attachment to Appendix 4

**Appendix 5 to Schedule 5**

**Container Fill Level Report Spreadsheet**

This Appendix 5 to Schedule 5 is provided by way of a separate attachment to Schedule 5.

Appendix 6 to Schedule 5

**Key Release Request Form  
from a  
BC Government Ministry or Agency of the Province**

Account Number: \_\_\_\_\_  
Legal Name of Purchaser (the "Purchaser"): \_\_\_\_\_  
Purchaser Ministry/Branch/Department (as applicable): \_\_\_\_\_  
Premises Address: \_\_\_\_\_  
Container Location: \_\_\_\_\_  
Container Type: \_\_\_\_\_  
Quantity of Containers: \_\_\_\_\_  
Container ID number(s): \_\_\_\_\_  
Name of Representative of Customer on Premises to Receive the Key(s): \_\_\_\_\_

Associated Service Request # <<insert>>, pursuant to the Corporate Supply Arrangement executed between the Province and the Contractor with a CSA number of CS-100059.

This document is to acknowledge that the Purchaser has requested a key(s) for their secure shredding Container(s) from Iron Mountain Secure Shredding Canada, Inc. (the "Contractor"). Upon receiving a key(s), the Purchaser accepts full responsibility for the security of this key(s), including loss and distribution.

By accepting the key(s) it is also acknowledged that the Documents in the Container are no longer secure and can be accessed by the key(s) in the Purchaser's possession and that uncontrolled and unauthorized access may potentially be granted to the Documents of the Container(s), beyond control of the Contractor while the Container(s) is on the Premises of the Purchaser. The Purchaser assumes all accountability and responsibility regarding this access and any circumstances that may arise as a result.

The Contractor will maintain the security of the Documents in the Container(s) once it collects and removes the Documents from the Container(s) and until such time as the Documents in the Container(s) are securely destroyed.

This document must be signed by an Expense Authority of the Purchaser.

On behalf of Purchaser:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

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



Appendix 7 to Schedule 5

**Temporary Container Unlocking Request Form  
from a  
BC Government Ministry or Agency of the Province**

Account Number: \_\_\_\_\_  
Legal Name of Purchaser (the "Purchaser"): \_\_\_\_\_  
Purchaser Ministry/Branch/Department (as applicable): \_\_\_\_\_  
Premises Address: \_\_\_\_\_  
Container Location: \_\_\_\_\_  
Container Type: \_\_\_\_\_  
Quantity of Containers: \_\_\_\_\_  
Container ID number(s): \_\_\_\_\_  
Name of Representative of Customer on Premises to be present for Container unlocking: \_\_\_\_\_

Associated Service Request # <<insert>>, pursuant to the Corporate Supply Arrangement executed between the Province and the Contractor with a CSA number of CS-100059

This document is to acknowledge that the Purchaser has requested a Container(s) for their secure shredding to be temporarily unlocked by Iron Mountain Secure Shredding Canada, Inc. (the "Contractor"). Upon unlocking of the Container(s), the Purchaser accepts full responsibility for the security of entire contents of Documents within the Container(s) until such time as the Container(s) are locked again by the Contractor. The Purchaser assumes all accountability and responsibility regarding this access and any circumstances that may arise as a result.

The Contractor will maintain the security of the Documents in the Container(s) once it collects and removes the Documents from the Container(s) and until such time as the Documents in the Container(s) are securely destroyed.

This form must be signed by an Expense Authority of the Purchaser.

On behalf of Purchaser:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

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