

**AUTHORIZED REQUESTER  
AGREEMENT**

**BETWEEN**

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

**AND**

**CORPORATION OF THE CITY  
OF CLARENCE-ROCKLAND  
operating as  
CITY OF CLARENCE-ROCKLAND  
- COST RECOVERY FOR  
EMERGENCY SERVICES**

**AUTHORIZED REQUESTER AGREEMENT**

**THIS AGREEMENT** made as of the 16th day of April, 2019 (the "Effective Date").

**B E T W E E N:**

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

- and -

**CORPORATION OF THE CITY OF CLARENCE-ROCKLAND operating as CITY OF CLARENCE-ROCKLAND - COST RECOVERY FOR EMERGENCY SERVICES (the "Requester").**

**WHEREAS:**

- A.** MTO maintains computer databases containing information pertaining to driver, vehicle and commercial motor carrier records;
- B.** The Requester has submitted to MTO an application to access and use certain information contained in such databases; and
- C.** MTO is prepared to permit the Requester to obtain such access, subject to the provisions of this Agreement.

**NOW THEREFORE MTO and the Requester agree as follows:**

**ARTICLE 1  
DEFINITIONS AND SCHEDULES**

**1.1 Definitions.**

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

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

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

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

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

"**Authorized Premises**" means the premises of the Requester at which are located any of the Requester's businesses or operations that relate to, or are involved in, the performance of the Requester's obligations under this Agreement or the exercise of the Requester's rights under this Agreement and which are listed in **Part A-2 of Schedule "A"**

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

"Authorized Staff" means:

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

who need to access such Licensed Information or Passwords, in order for the Requester to use the Licensed Information for Authorized Use(s) in accordance with this Agreement, and who are listed in Part A-2 of Schedule "A".

"Authorized Use" has the meaning set out in Part A-1 of Schedule "A"

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

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

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

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

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

"Declaration" has the meaning set out in section 9.2.

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

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

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

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

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

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

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

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

"Licensed Information" has the meaning set out in Part A-1 of Schedule "A".

"Licensed Information Request" means one request for Licensed Information contained in one collection of Licensed Information and pertaining to one driver, which request is in the format stipulated by MTO from time to time, and which request is transmitted or delivered by the Requester to MTO using a Delivery Channel specified in Part A-1 of Schedule "A".

"**Licensed Information Response**" means the Licensed Information (or other response such as "no information available") transmitted or delivered by MTO to the Requester, using a Delivery Channel specified in **Part A -1 of Schedule "A"**, in response to a Licensed Information Request.

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

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

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

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

"**PIPEDA**" means the *Personal Information Protection and Electronic Documents Act (Canada)*.

"**Pre-paid Account**" has the meaning set out in **section 14.2**.

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

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

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

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

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

- (a) support or verify information contained in the Application (as such information may subsequently have been changed in accordance with **section 11.2 (a)**); and
- (b) are listed in **Part A-1 of Schedule "A"**.

"**Term**" means the initial term of this Agreement as provided in **section 3.1(a)**, and any renewal(s) of this Agreement made in accordance with **section 3.1(b)**.

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

## 1.2 Schedules.

The following attached Schedules form part of this Agreement:

Schedule A	Specifications (Part A-1 and Part A-2)
Schedule B	Employee Security Statement
Schedule C	Fee Schedule
Schedule D	Audit, Inspection and Review

## ARTICLE 2 GRANT OF LICENCE

### 2.1 Grant.

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

**2.2 Title.**

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

**2.3 Changes in Licensed Information.**

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

**2.4 No Guarantees or Warranties.**

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

**ARTICLE 3  
TERM**

**3.1 Term.**

Subject to the provisions of this Agreement:

- (a) This Agreement shall be effective on the Effective Date and shall continue in force for an initial term of twelve (12) months.
- (b) This Agreement shall be automatically renewed for subsequent terms of twelve (12) months each, provided that:
  - (i) neither party provides to the other, at least thirty (30) days before the expiry of the then current term, written notice of that party's intention not to renew;
  - (ii) if requested by MTO, prior to such renewal the Requester signs the form of authorized requester agreement that MTO then requires to be signed by Authorized Requesters;
  - (iii) the Requester has updated the lists of Authorized Premises and Authorized Staff contained in **Part A-2 of Schedule "A"** and has reviewed and affirmed such lists in accordance with **sections 7.10 and 8.1**;
  - (iv) the Requester has updated the information contained in the Application and has reviewed and affirmed such information in accordance with **section 12.1**; and
  - (v) prior to such renewal the Requester has satisfied any other conditions that may be stipulated by MTO for the renewal of the Grant.

**3.2 Early Termination.**

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

**3.3 Termination Without Cause.**

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

**ARTICLE 4  
AUTHORIZED USES**

Initials

**4.1 Authorized Use(s).**

The Requester shall access and use the Licensed Information solely for the Authorized Use(s) set out in **Part A-1 of Schedule "A"**.

**4.2 Changes to Authorized Use(s).**

Despite **Part A-1 of Schedule "A"**, the Requester acknowledges and agrees that MTO shall have the right unilaterally to amend or delete any or all of the Authorized Use(s) at any time, effective upon written notice to the Requester setting out the applicable amendment(s) or deletion(s).

**4.3 Informed Consent.**

Despite the Authorized Use(s) set out in **Part A-1 of Schedule "A"**, if required by MTO, the Requester shall, prior to requesting, accessing or using any Licensed Information under this Agreement, obtain the informed consent of the individual to whom the Licensed Information is referable.

**4.4 Records of Licensed Information Requests.**

The Requester shall maintain records that specify the following information in respect of the Licensed Information received in response to each Licensed Information Request:

- (a) date of Licensed Information Request;
- (b) the identifying information used to request the Licensed Information; and
- (c) the business reason for requesting such Licensed Information.

**4.5 Retention of Records**

The Requester shall retain the records contemplated in **section 4.4** throughout the Term and for three (3) years thereafter.

**4.6 Demonstration that Uses Authorized**

Upon MTO's request from time to time, the Requester shall reasonably demonstrate that the Requester's use of any particular Licensed Information (as specified by MTO) has been strictly in accordance with this Agreement. For avoidance of doubt, any breach of the requirements of this **section 4.6** shall constitute a Privacy Default.

**4.7 Data Matching and Data Profiling.**

- (a) Subject to the Authorized Use(s), the Requester shall not develop, or derive for any purpose whatsoever, any other product, work or database in human-readable or machine-readable form or otherwise, that incorporates, modifies, or uses in any manner whatsoever, any Personal Information contained in, or obtained from, the Licensed Information. This section shall not, however, apply with respect to any specific Personal Information which the Requester had in its possession prior to receiving the Licensed Information.

- (b) Subject to the Authorized Use(s), the Requester shall not place any data which was not obtained under this Agreement, into a database containing Personal Information obtained under this Agreement, other than as first authorized by MTO in writing.

**4.8 Individuals Not to be Contacted.**

The Requester shall not use the Licensed Information directly or indirectly to locate or contact any individual to whom the Licensed Information is directly or indirectly referable, other than as expressly stated in the Authorized Use(s).

**4.9 Survival.**

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

**ARTICLE 5  
CONFIDENTIALITY**

Initials

**5.1 Confidential Information.**

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

**5.2 Maintain Confidentiality.**

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

- (a) disclose, make available, or provide or permit access to or use of, any Confidential Information for any purpose (other than to its Authorized Staff who need to know such Confidential Information in order to carry out the Requester's business, and who are permitted access to such Confidential Information strictly in accordance with **Article 8**);
- (b) reproduce or make copies, or permit any third party to reproduce or make copies, of any Confidential Information, in whole or in part (other than copies of Confidential Information made by the Authorized Staff contemplated in **section 5.2 (a)** in the normal course of the Requester's business), other than as expressly stated in the Authorized Use(s).

**5.3 Disclosures Required by Applicable Law.**

- (a) Despite **section 5.1**, the Requester may, subject to **sections 5.3 (b) and 5.3 (c)**, disclose Confidential Information to the extent required by applicable law.
- (b) If the Requester becomes compelled by applicable law to disclose Confidential Information, the Requester may only disclose that part of the Confidential Information that it is compelled by applicable law to disclose, and may only disclose such Confidential Information in the manner and to the extent so compelled by applicable law.
- (c) If the Requester becomes compelled by applicable law to disclose Confidential Information, the Requester shall notify MTO of the disclosure as soon as reasonably possible.

**5.4 Survival.**

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

**ARTICLE 6  
PRIVACY LAWS**

**6.1 Privacy Laws.**

- (a) This Agreement and the rights granted to the Requester under this Agreement are subject to any restrictions, limitations or provisions of any applicable law, including the Privacy Laws or any other legislation or regulations enacted by the Government of Ontario or by the Canadian federal government, whether enacted prior to or after the date of signing this Agreement.
- (b) Without limiting the generality of **section 6.1(a)**, this Agreement is subject to any provisions of any applicable law that may restrict or limit:

- (i) the information included in the Licensed Information; or
- (ii) the information that may be provided in response to a Licensed Information Request.

**6.2 Requester Compliance.**

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

**6.3 Survival.**

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

**ARTICLE 7  
PROTECTION OF CONFIDENTIAL INFORMATION**

Initials

**7.1 Security of Confidential Information.**

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

- (a) keep all copies or partial copies of the Confidential Information in a physically secure location to which access is restricted;
- (b) ensure that access to any Confidential Information stored on a computer is Password-protected and that the Passwords are treated as Confidential Information and are changed on a frequent basis;
- (c) comply with the security provisions and standards set out in **Part A-1 of Schedule "A"**; and
- (d) comply with such security requirements as are from time to time specified by MTO.

**7.2 Security Products.**

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

**7.3 Password Protection.**

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

- (i) need to know such Passwords in order for the Requester to obtain and use the Licensed Information for Authorized Use(s), and
- (ii) are authorized to access to such Passwords strictly in accordance with **Article 8**.



**7.4 Restricted Access.**

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

**7.5 No Exposure.**

Subject to the Authorized Use(s) set out in **Part A-1 of Schedule "A"**, and without limiting the generality of the restrictions or obligations placed upon the Requester in **Articles 4, 5, 6 and 7**, no Confidential Information shall be exposed or placed so that it can be viewed by the public and/or any non-authorized persons.

**7.6 Destruction of Confidential Information.**

(a) Subject to **sections 7.6(b)** and **7.6(c)** and **7.6(d)**, the Requester shall destroy all copies of Confidential Information in its possession or control, upon or before the earlier of:

- (i) the expiration or termination of this Agreement for any reason;
- (ii) thirty (30) days following completion or fulfilment of the applicable Authorized Use(s) as set out in **Part A-1 of Schedule "A"**; or
- (iii) the third Business Day after the date of suspension, cancellation or voluntary cancellation of any or all of the Requester's accounts with MTO or any or all of the Requester's rights or privileges under this Agreement.

(b) Despite **section 7.6(a)**, if this Agreement expires and no Event of Default has occurred and then remains outstanding, the Requester shall not be required to destroy the Confidential Information and records referred to in that section for so long as there remains in full force and effect a separate written agreement entered into by the Requester with MTO under which the Requester is authorized to possess and use that Confidential Information and those records for the purposes for which they are then being possessed and used by the Requester.

(c) Despite **section 7.6(a)**, the Requester shall not be required to destroy the Confidential Information and records referred to in that section to the extent (if any) that:

- (i) the Confidential Information was also separately obtained by the Requester from a third party that was not at that time under any obligation to keep such Confidential Information confidential; or
- (ii) the Confidential Information pertains to an individual who has consented to having the Requester keep that Confidential Information (provided that such consent is given in accordance with (and in any manner or form required by) applicable law), or
- (iii) the Requester is required by applicable law to retain for any period of time any of the Confidential Information. The Requester shall be permitted to retain such of that Confidential Information or those records, in such form and for such period of time, as is so required by applicable law, subject to the Requester's confidentiality, non-disclosure and security obligations in this Agreement (including all of the Requester's obligations in **Articles 4, 5, 6 and 7**).

(d) For the avoidance of doubt, nothing in this **section 7.6** shall limit or release the Requester from the security, confidentiality and non-disclosure provisions of this Agreement, which provisions shall survive any termination or expiration of this Agreement and shall remain in full force and effect until such time as they are satisfied or by their nature expire.

**7.7 Retention of Licensed Information Within Canada.**

Subject to **section 7.8**, the Requester shall ensure that:

- (a) no Licensed Information Requests will be made, and

- (b) no Licensed Information Responses or Licensed Information will be received, transmitted, stored or retained by the Requester or on behalf of the Requester outside Canada for any time period, no matter how short.

**7.8 Licensed Information That Does Not Contain Residential Addresses.**

Notwithstanding section 7.7, the Requester may

- (a) make Licensed Information Requests that do not contain any residential addresses from premises of the Requester within the United States; and/or
- (b) receive, store or retain Licensed Information Responses that do not contain any residential addresses or Licensed Information that does not contain any residential addresses at premises of the Requester within the United States.

For the avoidance of doubt, nothing in this section 7.8 shall limit the application of the Requester's security and confidentiality obligations under this Agreement.

**7.9 Authorized Premises.**

The Requester shall ensure that Licensed Information Responses are received, stored and retained only in the Authorized Premises and that all of the security and confidentiality obligations of this Article 7 are met in all Authorized Premises.

**7.10 Authorized Premises Listed in Part A-2 of Schedule "A".**

The Requester covenants and warrants that all Authorized Premises as of the Effective Date have been listed in Part A-2 of Schedule "A". The Requester shall, within ten (10) days of any change in the list of Authorized Premises, advise MTO of such change in writing or other format acceptable to MTO.

**ARTICLE 8  
AUTHORIZED STAFF**

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

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

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

**8.2 Employee Training, Security Statements and Contractor Security Agreements.**

The Requester shall require all Authorized Staff:

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

**8.3 Authorized Staff Compliance.**

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

a result of any non-compliance with the Employee Security Statement or Contractor Security Agreement by such Authorized Staff.

**8.4 Retention of Original Copies.**

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

**ARTICLE 9  
AUDIT AND ANNUAL DECLARATIONS**

Initials

**9.1 Audit of Requester.**

The Requester shall accommodate Audits of the Requester in accordance with the provisions of **Schedule "D"**. For the avoidance of doubt, this **section 9.1** and **Schedule "D"** shall survive the expiry or termination of this Agreement for any reason.

**9.2 Annual Declaration.**

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

**ARTICLE 10  
INFORMATION TRANSMISSION**

**10.1 "As Requested" Basis.**

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

**10.2 Incomplete, Inaccurate or Corrupted Documents.**

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

**10.3 Deemed Authorization.**

The Requester shall establish reasonable and appropriate systems, methods and procedures to control the transmission or delivery of Licensed Information Requests and the receipt of Licensed Information Responses. Subject to **section 10.2**, each Licensed Information Request sent by the Requester to MTO under this Agreement shall be deemed to have been duly authorized by the Requester and shall be binding

upon the Requester, unless the Requester otherwise notifies MTO before MTO responds to or makes any use of that Licensed Information Request.

## **ARTICLE 11 APPLICATION INFORMATION**

### **11.1 Warranty.**

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

### **11.2 Updates.**

- (a) Within ten (10) Business Days after the occurrence of any change in any of the information contained in the Application, or any change to any of the information previously provided pursuant to this **section 11.2 (a)**, the Requester shall notify MTO (in writing or other format acceptable to MTO) of such change.
- (b) Prior to the expiry of any of the Supporting Documents, and no later than ten (10) days after the date of an amendment to any of the Supporting Documents, the Requester shall provide MTO with a copy of the replacement Supporting Document, or of the amended Supporting Document, as the case may be. Upon the request of MTO, the Requester shall provide MTO with an original or certified copy of any Supporting Document. MTO reserves the right, upon notice to the Requester, to add additional documents to the list of Supporting Documents contained in **Part A-1 of Schedule "A"**.

## **ARTICLE 12 REVIEW AND RE-VERIFICATION**

Initials

### **12.1 Review and Re-Verification Annually and as Required by MTO.**

At least **thirty (30)** days prior to the expiry of each current Term, and at such other times during each Term as may be required by MTO, the Requester will review and re-verify (in writing or other format acceptable to MTO) the information contained in the Application, as such information may subsequently have been changed in accordance with **section 11.2 (a)**.

## **ARTICLE 13 AUTHORIZED REQUESTER INFORMATION SYSTEM**

### **13.1 Electronic Requests.**

If the internet has been included as a Delivery Channel in **Part A-1 of Schedule "A"**, MTO will accept Licensed Information Requests from the Requester, and will provide Licensed Information Responses in accordance with specifications set out in **Part A-1 of Schedule "A"** utilizing ARIS.

### **13.2 Password Assignment.**

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

### **13.3 Requester Equipment.**

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

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

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

## **ARTICLE 14 FEES**

### **14.1 Fee Schedule.**

The Requester shall pay the Fees set out in the attached **Schedule "C"**, for obtaining Licensed Information from MTO under this Agreement.

### **14.2 Pre-paid Account.**

The provisions of this section 14.2 shall be applicable if the Requester has indicated in **Part A-1 of Schedule "A"** that the Requester wishes to establish a pre-paid account (a "Pre-paid Account") from which MTO may debit all amounts owing from time to time under this Agreement, or if the Requester is authorized under **Part A-1 of Schedule "A"** to obtain Licensed Information over the telephone or through the internet utilizing ARIS.

- (a) The Requester shall complete and sign such document(s) as may be required to allow MTO to debit the Pre-paid Account.
- (b) The Requester acknowledges and agrees that MTO may only process a Licensed Information Request where the amount remaining in the Pre-paid Account at the time of the Licensed Information Request is sufficient to cover all of the Fees payable for such Licensed Information Request.
- (c) The parties acknowledge and agree that the monies in the Pre-paid Account from time to time will not be designated, earmarked or credited in favour of any Licensed Information Request. Accordingly, at the time MTO receives a Licensed Information Request, so long as the balance in the Pre-paid Account is sufficient to cover the Fees payable for that Licensed Information Request, MTO may debit the Pre-paid Account by the amount of those Fees.
- (d) Upon the expiration or termination of this Agreement for any reason, MTO shall release to the Requester any balance remaining in the Pre-paid Account after debiting from the Pre-paid Account all Fees and other amounts owed by the Requester to MTO under this Agreement.

### **14.3 Remittance of Fees.**

- (a) The Requester shall remit all Fee payments under **section 14.1** to MTO at the following address:  
  
Ministry of Transportation  
Information Data Retrieval Unit  
RM 178  
87 Sir William Hearst Avenue  
Toronto ON M3M 0B4
- (b) Fee payments shall include agreement/account numbers, and may be made by cheque, money order or credit card online.

**ARTICLE 15**  
**INDEMNITY AND LIMITATION OF LIABILITY**

**15.1 Indemnity.**

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

**15.2 Limitation of Liability.**

- (a) The Government of Ontario makes no Warranties with respect to the Licensed Information, including any Warranties that any Licensed Information (or any information contained in the Licensed Information) will be accurate, complete or up-to-date, or free of errors or omissions, in whole or in part, or that any Licensed Information will be fit for any purpose.
- (b) THE GOVERNMENT OF ONTARIO SHALL HAVE NO LIABILITY OF ANY KIND TO THE REQUESTER UNDER ANY LEGAL THEORY (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR BREACH OF CONTRACT WHETHER OR NOT A FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM). THIS LIMITATION OF LIABILITY IS INTENDED TO BE, AND WILL BE CONSIDERED TO BE, EXHAUSTIVE IN SCOPE, AND THE REQUESTER ACKNOWLEDGES THAT THIS IS THE ONLY BASIS ON WHICH MTO HAS APPROVED THE APPLICATION AND AUTHORIZED MTO TO ENTER INTO THIS AGREEMENT WITH THE REQUESTER.
- (c) **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL THE GOVERNMENT OF ONTARIO BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES, INCLUDING LOST PROFITS, EVEN IF THE GOVERNMENT OF ONTARIO HAS KNOWLEDGE OF THE POTENTIAL DAMAGES OR LOSSES.**
- (d) In no event will the Government of Ontario be liable for any Damages or Claims, including any Claims for loss of profits or other incidental or consequential damages, arising out of the Requester's use of, or inability to use or access, any Licensed Information, or delays by MTO, or from failure to supply Licensed Information, or from inaccurate, incomplete or out-of-date information contained in any Licensed Information.
- (e) The Requester releases and forever discharges the Government of Ontario (and the Government of Ontario's officers, employees, agents and contractors) from any Claims relating to any Warranties contemplated in **section 15.2(a)**, from any liability contemplated in **sections 15.2(b) and 15.2(c)** and from any Damages or Claims contemplated in **section 15.2(d)**.

**15.3 Survival.**

The provisions of this **Article 15** shall survive the expiry or termination of this Agreement for any reason.

**ARTICLE 16  
DEFAULT AND REMEDIES**

**16.1 Events of Default.**

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

- (a) the Requester becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- (b) if the Requester is a corporation, an order is made or resolution passed for the winding up of the Requester, or the Requester is dissolved;
- (c) the Requester ceases to carry on business in the normal course;
- (d) the Requester has submitted false or misleading information to MTO (including false or misleading information in the Application) or makes a false representation in this Agreement or the Application;
- (e) the Requester has failed to update the information contained in the Application or has failed to review and re-verify such information in accordance with section 12.1;
- (f) there is a material degradation in the security measures (including security products, tools or procedures) that the Requester has in place to protect the Licensed Information from improper access, loss, alteration or destruction;
- (g) the Requester commits a Privacy Default and such Privacy Default is not curable or such Privacy Default is curable but the Requester fails to cure it as expeditiously as possible and in any event within twenty four (24) hours of receiving notice of such Privacy Default from MTO;
- (h) the Requester fails to make any payment as required under this Agreement, or if payment is in the form of a cheque or other negotiable instrument, such payment is rejected for not sufficient funds;
- (i) the Requester fails to meet any other term or condition of this Agreement (excluding any other default expressly referred to in this section 16.1) and such default is not curable or such default is curable but the Requester fails to cure it within ten (10) days of receiving notice of such default from MTO; or
- (j) the Requester is, or is deemed to be, in default under any other agreement(s) with MTO relating to access or use of any Confidential Information.

**16.2 Remedies.**

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

**16.3 Notification of Default.**

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

**ARTICLE 17  
AMENDMENTS TO THE AGREEMENT**

**17.1 Amendments.**

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

**17.2 Termination.**

If the Requester receives a notice of any amendments under **section 17.1**, the Requester shall have the right to terminate this Agreement effective upon written notice to MTO.

**ARTICLE 18  
PROMOTIONAL MATERIAL**

**18.1 Accuracy.**

Any promotional or informational material disseminated by the Requester in connection with the Licensed Information or access to the Licensed Information shall be accurate and shall be consistent with the terms and provisions of this Agreement, and shall contain only factual statements relating to the Licensed Information and the purpose and conditions of access as set forth in this Agreement. For the avoidance of doubt, nothing in this **section 18.1** shall be deemed to limit or release the Requester from any of the confidentiality, security or privacy provisions of this Agreement.

**18.2 MTO Trade-Marks and Logo.**

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

**ARTICLE 19  
GENERAL PROVISIONS**

**19.1 Force Majeure.**

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

**19.2 Non-Assignability.**

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

**19.3 Notices.**

- (a) Any notification or other communication to be given under the provisions of this Agreement shall be in writing and shall be given by personal delivery, or sent by electronic facsimile, or mailed by a prepaid registered mail or delivered by courier service. Subject to change by either party with written notice in accordance with this **section 19.3**, notices shall be addressed in accordance with the addresses set out in **Part A-2 of Schedule "A"**.
- (b) Notices shall be deemed to have been effectively given on the date of personal delivery, the date of electronic facsimile transmission or the date of delivery by courier service, or in the case of service by registered mail five (5) days after the date of mailing.



**19.4 Waiver.**

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

**19.5 Entire Agreement.**

This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes all prior understandings, discussions, negotiations, commitments, Warranties and agreements, written or oral, express or implied, between them. Except as expressly provided in this Agreement and subject to **section 17.1**, this Agreement may be amended or modified only by an instrument in writing executed by each of the parties.

**19.6 Survival of Provisions.**

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

**19.7 Governing Law.**

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

**19.8 French Language Clause (Quebec).**

The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.

**19.9 Interpretation.**

- (a) Headings are not to be considered part of this Agreement, and are included solely for convenience and are not intended to be full or accurate descriptions of the content of the paragraph.
- (b) In this Agreement, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; words importing persons include individuals, sole proprietors, corporations, partnerships, trust and unincorporated associations.
- (c) Unless specified otherwise in this Agreement, a reference in this Agreement to a statute refers to that statute as in force at the Effective Date and as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute. A reference to a statute shall be deemed to include any regulations made under that statute.
- (d) For purposes of this Agreement, unless otherwise provided in this Agreement, a period of days or Business Days shall be deemed to:
  - (i) begin on the first day after the event that began that period, and
  - (ii) end at 5:00 p.m. (Eastern Standard Time or Eastern Daylight Savings Time, as the case may be) on the last day or Business Day, as the case may be, of that period.
- (e) In this Agreement the words "**include**", "**includes**" or "**including**" mean "include without limitation", "includes without limitation" and "including without limitation", respectively, and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

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

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

For Paul Brown, Director, Licensing Services Branch

By: \_\_\_\_\_

Patty Watters

Manager, Information Management Services Oversight  
Office

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

**REQUESTER:**

By: \_\_\_\_\_

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

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

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

I have the authority to bind the organization.

**SCHEDULE "A"**  
**SPECIFICATIONS**

**Part A-1**

- A. Licensed Information:  
CRUCRC - Collision Report - Cost Recovery  
CRCCRC - Certified Collision Report - Cost Recovery  
PLT004 - Plate/VIN by Date Abstract with Address
- B. Authorized Use(s):  
AU15 - Government use for program delivery where authorized by statute.  
Enforcement of by-law 2016-93, Fees and Charges, for cost recovery of  
emergency motor vehicle collisions.
- C. Delivery Channels:  
(a) For Licensed Information Requests: Internet  
(b) For Licensed Information Responses: Internet
- D. List of Supporting Documents:  
Security Statement, 9999-12-31  
Reference to Legislation/By-Laws, 9999-12-31  
Authorized Application Signor Data & Signature, 9999-12-31
- E. Prepaid Account: Yes (  )  
No (  )
- F. Security Provisions and Standards:  
Security Provisions: Our building is equipped with swipe cards access and individual offices  
are locked when not occupied. computers are password protected and any paper copy collected  
will be shredded after use or kept in a locked filing cabinet for a maximum of 10 days.

Part A-2

A. Addresses for Notice:

(a) For MTO

Information Management Services Oversight Office  
RM 178  
87 Sir William Hearst Avenue  
Toronto ON M3M 0B4

Attention: Coordinator, Business Information Services Unit

Telephone: (800) 769-2419  
Email: ARIS@ontario.ca

(b) For the Requester

CORPORATION OF THE CITY OF CLARENCE-ROCKLAND  
operating as  
CITY OF CLARENCE-ROCKLAND - COST RECOVERY FOR EMERGENCY  
SERVICES

Physical Address:  
415 Lemay Street  
Clarence-Creek , ONTARIO  
K0A 1N0  
CANADA

Mailing Address:  
1560 Laurier Street  
Rockland, ONTARIO  
K4K 1P7  
CANADA

Attention: Mr. Mario Villeneuve, Deputy Fire Chief

Telephone: (613) 446-6022 x2302  
Facsimile: (613) 446-1497

B. List of Authorized Staff:

Mr. Mario Villeneuve, Deputy Fire Chief  
Ms. Monique Ouellet, Municipal Clerk

C. List of Authorized Premises:

Account: 12821-001  
Account Contact: Villeneuve, Mario (Mr.)  
Physical Address:  
415 Lemay ST  
Clarence-Creek , ONTARIO  
K0A 1N0  
CANADA

**SCHEDULE "B"**  
**REQUESTER EMPLOYEE SECURITY STATEMENT 12821**

<b>Employee Name:</b>	
<b>Division:</b>	
<b>Position #:</b>	

1. CORPORATION OF THE CITY OF CLARENCE-ROCKLAND operating as CITY OF CLARENCE-ROCKLAND - COST RECOVERY FOR EMERGENCY SERVICES (the "Requester") is licensed to receive confidential and personal information (the "Information") from files and data bases administered by the Ontario Ministry of Transportation ("MTO"). MTO is committed to protecting this Information from unauthorized access, use or disclosure. The following policies have been adopted to address employees' responsibilities for handling and protecting this Information.

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

AU15 - Government use for program delivery where authorized by statute.  
Enforcement of by-law 2016-93, Fees and Charges, for cost recovery of emergency motor vehicle collisions.

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

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

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

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

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

Signature of Employee

Date

Witnessed By

Date

**SCHEDULE "C"  
FEE SCHEDULE**

Subject to Licensed Information product(s) and Authorized Use(s) specified in Part A-1 of Schedule "A".

Fees subject to change without notice.

The following discounted fees are conditional upon the achievement of specified minimum volumes for each account.

Connectivity:

The connectivity costs will include a one time set-up fee of \$250.00 for a Personal Computer (PC) connection. In addition, there will be recurring and usage charges for all hardware, software, and services required to connect to and use ARIS.

Discount Application:

Volume discount rates will be determined based upon previous months total production volumes. The corresponding discount fee will be applied to the current months production.

**Commercial Price Schedule**

Information Product	Delivery Medium	Price Per Record	Volume Discount for Information Product accessed on a monthly basis			
			> 100 / 10%	> 1,000 / 20%	> 5,000 / 30%	> 10,000 / 40%
Standard Information Product	Immediate	14.00	12.60	11.20	9.80	8.40
	Immediate Batch	13.50	12.15	10.80	9.45	8.10
	Over Night Batch	12.50	11.25	10.00	8.75	7.50

**SCHEDULE "D"**  
**AUDIT, INSPECTION AND REVIEW**

**1. Right of Audit.**

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

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

**2. Timing of Audits.**

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

**3. Authorized MTO Representatives.**

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

**4. Privacy Compliance.**

- (a) **Privacy-related Audits.** Without limiting the generality of **section 1**, MTO shall have the right to conduct the Audits contemplated in **section 1**, to measure the Requester's compliance with: (A) the Privacy Laws; (B) the provisions of this Agreement relating to the Requester's compliance with the Privacy Laws; (C) the provisions of **Articles 4 to 8 inclusive**; or (D) any other provisions of this Agreement that relate to Personal Information or the Processing of Personal Information.

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

**5. Performance Reviews.**

- (a) **Audits Relating to Overall Performance.** Without limiting the generality of **section 1**, MTO shall have the right to conduct the Audits contemplated in **section 1**, to measure the Requester's overall performance of its obligations under this Agreement.
- (b) **Meetings to Review Overall Performance.** In addition to performing the Audits contemplated under **section 5 (a)**, MTO may require the Requester to meet with MTO to review the results of such Audits as they relate to the matters referred to in **section 5 (a)**. Such meetings shall be held at such times and places as MTO (as the case may be) may mutually agree upon with the Requester from time to time acting reasonably.

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

The Audits contemplated in **section 1** may be conducted on-site at the location(s) of any of the Requester's Authorized Premises, including the location(s) of any of the following:

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

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

**7. Requester Co-operation.**

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

**8. Duration of Audit Rights.**

MTO's Audit rights as contemplated in **section 1** shall be in force from the Effective Date to the date which is three (3) years after the expiration or termination of the Agreement.

**9. Correction of Defaults.**

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

- (a) the Requester shall, at its sole cost, correct any breaches by the Requester of this Agreement (including any Privacy Defaults) identified through an Audit (and in respect of which MTO has provided written notification to the Requester). Such corrections shall be done as expeditiously as reasonably possible and in any event within the applicable cure period (if any) provided in **section 16.1** of the Agreement.
- (b) the Requester shall notify MTO in writing upon such breaches having been corrected.
- (c) After receiving such notification from the Requester, MTO may conduct a follow up Audit to confirm that all such breaches have been corrected.
- (d) If requested by MTO in the notification referred to in **section 9 (a)**:
  - (i) the Requester shall provide to MTO, within ten (10) days of receiving the notification referred to in **section 9 (a)** (or within five (5) days of receiving such notification, where such breaches constitute Privacy Defaults), a reasonable written plan outlining the steps the Requester will take to ensure that such breaches do not occur again; and
  - (ii) the Requester shall implement the plan provided under **section 9 (d)(i)**.

**10. Costs of Audit.**

- (a) All costs incurred by the Requester in connection with the Audits contemplated in **section 1** shall remain solely the responsibility of the Requester.
- (b) Except as provided in **section 10 (c)**, all costs incurred by MTO in connection with the Audits contemplated in **section 1** shall remain solely the responsibility of MTO.
- (c) Despite **section 10 (b)**, if any Audit contemplated in **section 1** discloses a material uncured default by the Requester under this Agreement, then the Requester shall reimburse MTO for MTO's reasonable and verifiable costs of conducting such Audit.

**11. Without Prejudice.**

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