

Biodiversity Action Plan Implementation Agreement (the “Agreement”)

effective the _____ day of _____, 2026 (the “Effective Date”).

BETWEEN:

BAY AREA RESTORATION COUNCIL OF HAMILTON AND HALTON INC. (“BARC”)

and

CITY OF HAMILTON (the “City”)

and

HAMILTON-WENTWORTH GREEN VENTURE O/A GREEN VENTURE (“Green Venture”)

and

HAMILTON REGION CONSERVATION AUTHORITY (“HCA”)

and

HAMILTON NATURALISTS’ CLUB (“HNC”)

and

MCMASTER UNIVERSITY (“McMaster”)

(hereafter “the Parties” or singularly, “Party”)

1. RECITALS

Whereas:

- (1) The Biodiversity Action Plan (the “**BAP**”) is a multi-agency initiative that will guide strategic actions related to biodiversity improvement across the city of Hamilton. It is intended to outline actions by lead organizations that can be undertaken in the next five years to protect, restore, connect, and explore biodiversity in Hamilton.
- (2) The Parties intend to define their respective and collaborative responsibilities with respect to BAP implementation.
- (3) The Parties to this Agreement have committed to be the leads for the implementation of the BAP actions. Additional community organizations will be involved in BAP implementation as supporting advisors and are not required to be signatories to this Agreement.

- (4) Now therefore, in consideration of the payments, covenants, terms, warranties, conditions and provisos contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

2. TERM

- (1) This Agreement will be in effect until June 18, 2029 , unless terminated in accordance with the Agreement.
- (2) This Agreement may be renewed for a defined term with the written agreement of the Parties. The Parties agree to commence discussions respecting a renewal of this Agreement not less than six (6) months prior to expiry of the Term.

3. BAP RESPONSIBILITIES

- (1) Each Party agrees to:
- a) implement all Actions identified in the 2024-2029 BAP for which they are the lead;
 - b) make best efforts to support and secure a BAP Coordinator position;
 - c) develop a community communication and engagement strategy;
 - d) make a strong commitment to collaborative initiatives including fundraising, stakeholder engagement, communications and outreach, administration and reporting; and
 - e) conduct annual public reporting on the implementation of the BAP, and the status of actions under the BAP with an emphasis on the impact of achievements.

4. CONTRIBUTIONS

- (1) Each Party shall provide the following during the Term of this Agreement:
- a) 1 plus alternate management level representative to represent the Party on the BAP Management Committee (the “**Management Committee**”);
 - b) 1 plus alternate staff level representative to represent the Party on the BAP Steering Committee (the “**Steering Committee**”);
 - c) Communications and publicity respecting the BAP as agreed upon by the Parties in accordance with the approved communication materials;
 - d) In-kind project management advice to other Parties to this Agreement;
 - e) Where Parties have volunteer resources to draw from as well as volunteer management capacity, volunteers to help undertake some BAP activities.

- (2) In addition to the above noted Contributions,
 - a) the City shall provide:
 - i. one staff person who will perform the BAP Coordinator role for a period of no longer than 18 months from the date of a new position being filled in Planning and Economic Development Department, being October 6, 2025. The Parties agree to review how the BAP Coordinator position is to be funded and housed effective April 6, 2027. Amendments to this Agreement respecting the BAP Coordinator position shall be made in accordance with section 12(1)(b) of this Agreement.

5. FRAMEWORK FOR JOINT DECISION-MAKING

- (1) The BAP will be implemented under the direction of the two committees as specified below:
 - a) **Management Committee** – made up of 1 senior/management level representative from each Party to provide overall leadership for BAP implementation. It has authority for decisions concerning BAP governance and strategic planning and is responsible for providing guidance on matters deemed by the Steering Committee to have legal and significant financial implications and any other matters identified by the Management Committee at its discretion.
 - b) **Steering Committee** – made up of 1 staff level representative from each Party to support the BAP coordinator and Management Committee in implementing BAP actions. It has authority for decisions concerning collaborative and respective agency led projects and initiatives that support BAP actions, except for matters which may have or are believed to have significant legal and financial implications, in which case they will be referred to the Management Committee. Additional representatives from other local community biodiversity champions, academics and grassroots organizations may attend Steering Committee meetings but will not have voting rights.
- (2) The Terms of Reference for the Committees, which are attached as Schedule “A” hereto form part of this Agreement. The Terms of Reference may be revised by the Management Committee from time to time.

6. CONFLICT

- (1) In the event of a conflict between the provisions of this Agreement and the Schedules attached hereto, the provisions of this Agreement will prevail and be given effect.

7. TERMINATION

- (1) Any Party may terminate its involvement in the Agreement upon 90 days notice submitted in writing to the Management Committee. Any Party that becomes insolvent and/or ceases operations will no longer be a Party to this Agreement, with immediate effect.
- (2) This Agreement will be terminated upon written request of at least two thirds of the Parties. Unless otherwise specified, the termination will take effect 90 days from the date of the request.
- (3) The termination of this Agreement will not affect any other agreements or obligations entered into by any of the Parties which are separate and apart from the subject matter of this Agreement or are meant to survive the termination of this Agreement.

8. PRIVACY AND CONFIDENTIALITY

- (1) The Parties acknowledge that during the term of this Agreement, each may have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other Parties and/or third parties ("**Confidential Information**"). Confidential Information disclosed by any of the Parties to any other Party, if in written form, shall be marked or identified as confidential at the time of disclosure. If the Confidential Information is in oral or visual form, it shall be identified as confidential at the time of disclosure and shall be subsequently designated as such by way of a written memorandum sent to the recipient of the Confidential Information within 30 days following the disclosure. Confidential Information does not include information that, (i) is or becomes generally known to the public through no act or omission of any Party; (ii) is disclosed to a Party on a non-confidential basis by a third party who has a lawful right to make such disclosure; or (iii) is required to be disclosed by law or court order, provided that the disclosing Party gives prompt notice to the other Parties of such requirement (to the extent legally permissible) and cooperates with any efforts to contest or limit the scope of the required disclosure.
- (2) Each Party receiving Confidential Information shall not disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than for fulfilling its obligations under this Agreement. Each Party shall use at least the same standard of care in protecting the Confidential Information of other Parties as it uses in protecting its own information of a similar nature but, in any event, no less than a reasonable standard of care. The receiving Party may disclose the Confidential Information only to its employees, directors, officers, agents,

students and consultants who have a need to know the Confidential Information for the purpose of fulfilling the Party's obligations under this Agreement, and who are bound by substantially the same obligations as the Party with respect to the Confidential Information. Upon termination of this Agreement, each Party that is in possession of Confidential Information received from another Party shall forthwith return to the disclosing Party or destroy the Confidential Information as directed by the disclosing Party, except where it is required by law to retain the Confidential Information.

- (3) Notwithstanding the foregoing or any other provision of this Agreement, the Parties acknowledge that some Parties are subject to privacy legislation, including the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), and accordingly, any information which is collected by those Parties is subject to the rights and safeguards provided for in the privacy legislation.
- (4) Notwithstanding the non-commercial context of this Agreement, those Parties which are not subject to privacy legislation agree to comply with the PIPEDA Fair Information Principles attached hereto as Schedule "B" (the "**Privacy Principles**") with respect to its use of Personal Information ("**PI**") gathered through this Agreement. For greater certainty these principles should not be interpreted to limit in any way the ability of such Parties to use PI as permitted or required by law.

9. INSURANCE AND INDEMNITY

- (1) Throughout the term of the Agreement (including any renewal thereof), each Party shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance:
 - a) Commercial General Liability Insurance, written on IBC Form 2100 or its equivalent, including but not limited to bodily injury and personal injury liability, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, broad form property damage, employer's liability and voluntary compensation and contingent employer's liability coverage, having an inclusive limit of not less than \$5,000,000 per occurrence. If a policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit. Coverage shall be included for injury/loss/damage, due to pollution arising from "hostile fires". The policy shall be endorsed to include the other Parties as additional insured;
 - b) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased for the provision of services;

- c) Non-Owned Automobile Liability Insurance in standard form having an inclusive limit of not less than \$2,000,000 per occurrence in respect of vehicles not owned by the Successful Bidder, that are used or operated on its behalf for the provision of services under the Contract;
 - d) Umbrella and/or Excess Liability Insurance policies may be applied to increase liability limits. Certificate(s) of insurance must specify the underlying policies to which the umbrella/excess coverages apply and indicate any applicable aggregates; and
- (2) Each Party (the “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other Parties (the “**Indemnified Parties**”) for any losses for bodily injury or damages to real property resulting directly from the Indemnifying Party’s negligence or willful misconduct. The Indemnifying Party hereby agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including reasonable legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “**Claims**”), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Indemnifying Party, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Indemnifying Party’s obligations under, or otherwise in connection with, the Agreement. The Indemnifying Party shall not be liable for consequential, indirect, or special damages unless arising from gross negligence or willful misconduct. These indemnification obligations shall survive the termination of this Agreement.

10. PUBLICITY

- (1) No Party shall use the name, trade names, trademarks, logos, or any other proprietary designations (the “**Marks**”) of any other Party in any manner, including but not limited to press releases, marketing materials, or public statements, without the prior written consent of the relevant Party whose name or Marks are to be used. For greater certainty, the non-commercial use of Marks for purposes consistent with this Agreement which have been considered and approved during a Steering Committee or Management Committee Meeting shall be deemed to be sufficient consent of the relevant Party as required by this section. In addition, the City hereby consents to the use of the BAP logo and branded materials created by the City by all Parties to the Agreement for purposes contemplated pursuant to this Agreement.

- (2) This restriction applies to all Parties and shall remain in effect both during the term of this Agreement and thereafter, unless otherwise agreed in writing by the affected Party.

11. LIMITATION

- (1) Nothing in this Agreement shall oblige any Party to enter into any other agreement.
- (2) Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, joint venture, agency or employment relationship between the Parties. Neither Party has the authority to bind, represent or make commitments on behalf of any other Party except as expressly provided in this Agreement.

12. GENERAL

- (1) This Agreement, together with any Schedules attached hereto:
 - a) constitutes the entire agreement between the Parties respecting the subject matter hereof and supersedes all prior negotiations, representations, understanding or agreements, written or oral, between parties;
 - b) may only be amended by mutual agreement, in writing, of the Parties hereto;
 - c) shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the City of Hamilton in the event of a dispute hereunder; and
 - d) may be executed in counterparts, including digital counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.
- (2) No Party to this Agreement is responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, explosion, flood, war, embargo, governmental action, act or order of a public authority, strike, public health emergency or communicable disease outbreak or to any other cause beyond its control ("**Force Majeure Event**"). Should the Force Majeure Event last longer than sixty (60) days, each Party to this Agreement reserves the right in its sole discretion to terminate their involvement in this Agreement, in whole or in part, upon notice to the other Parties, without further liability, expense or cost of any kind.
- (3) Neither the rights nor obligations under this Agreement may be assigned or otherwise disposed of without prior written consent of the non-assigning Parties.
- (4) Each Party acknowledges and agrees that this Agreement is non-exclusive. Nothing in this Agreement shall be construed to prevent any Party from entering into similar

agreements or arrangements with third parties, including those that may be competitive with the subject matter of this Agreement, provided that such activities do not breach the terms and obligations set forth herein.

- (5) Notwithstanding the expiry or termination of this Agreement, the Party's agree that any provision of this Agreement which, by its nature, is intended to survive the expiration or termination of this Agreement shall so survive such expiration or termination and shall remain in full force and effect until fully performed or satisfied or indefinitely, as the context may require.
- (6) Any notice required by, or to be given under this Agreement shall be effective when delivered by email from the Party giving the said notice, to the Party or Parties to which the notice is owed at the email address as provided below:

To BARC:

To the City: biodiversityactionplan@hamilton.ca

To Green Venture:

To HCA:

To the HNC:

To McMaster:

To the Management Committee:

To the Steering Committee:

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have signed this Agreement as of the effective date as provided on the first page of this Agreement

**BAY AREA RESTORATION COUNCIL
OF HAMILTON AND HALTON INC.**

MCMASTER UNIVERSITY

Per: _____
Name:
Title:

Per: _____
Name:
Title:

CITY OF HAMILTON

HAMILTON NATURALISTS' CLUB

Per: _____
Name:
Title:

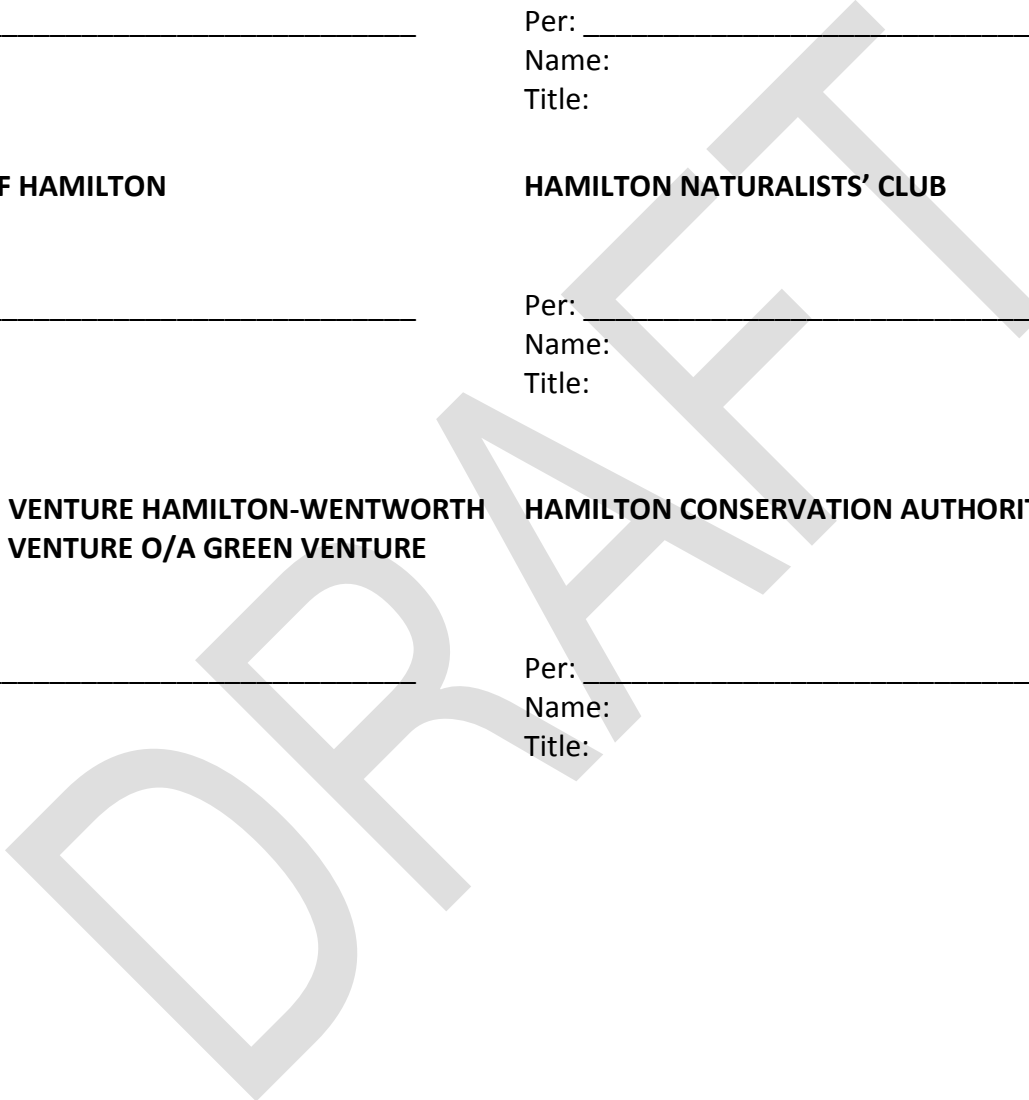
Per: _____
Name:
Title:

**GREEN VENTURE HAMILTON-WENTWORTH
GREEN VENTURE O/A GREEN VENTURE**

HAMILTON CONSERVATION AUTHORITY

Per: _____
Name:
Title:

Per: _____
Name:
Title:



SCHEDULE "A"

TERMS OF REFERENCE FOR THE COMMITTEES

1. PURPOSE OF TERMS OF REFERENCE

These Terms of Reference define the functions and procedure for meetings of the Management Committee and the Steering Committee.

2. FUNCTION OF THE MANAGEMENT COMMITTEE

The Management Committee provides leadership for implementing the BAP. It has authority for decisions concerning governance and strategic planning and potential new Parties, to provide guidance on matters with legal and significant financial implications, and any other matters identified by the Management Committee at its discretion. Each Management Committee member will also be required to review and sign off on the BAP implementation annual reporting.

3. FUNCTION OF THE STEERING COMMITTEE

The Steering Committee provides tactical leadership for implementing the BAP and for implementing the strategic direction and decisions of the Management Committee. It has authority for decisions concerning specific projects and initiatives, except for matters with significant legal and financial implications, in which case they will be referred to the Management Committee. The Steering Committee provides direction to the BAP Coordinator.

4. MEMBERSHIP

Management Committee

Each Party to this Agreement shall appoint one (1) senior/management level representative as a regular member to the Management Committee ("**Management Committee Member**"). Each Management Committee Member agrees to appoint a designate in writing who will act in the stead of the Management Committee Member when they are not available to participate in the Management Committee. Members shall serve for a 5-year Term, concurrent with the length of the initial term of the Biodiversity Action Plan Implementation Agreement. Where the Agreement is renewed, each Party shall be entitled to appoint 1 new senior/management level representative to sit as a regular member during the renewal term.

Each Management Committee Member shall be able to readily obtain authorization from their home organization, if required, to make decisions and commitments on behalf of that organization, including, inter alia, decisions with financial, human resource or legal implications. Each Management Committee Member shall be entitled to obtain authorization from their home organization in accordance with that organization's applicable governance and decision-making processes.

Each Party to this Agreement will determine the mechanisms and processes by which Management Committee matters and decisions are taken through its internal organizational and decision-making structure, including to its Board or Council.

Steering Committee

Each Party to this Agreement shall appoint one (1) staff representative (preferably a staff member actively working on the Actions identified in the BAP) as a regular member to the Steering Committee (the “**Steering Committee Member**”). Members shall serve for a 5-year Term, concurrent with the length of the initial term of the Biodiversity Action Plan Implementation Agreement. Where the Agreement is renewed, each Party shall be entitled to appoint 1 new staff representative to sit as a regular member during the renewal term. Additional members of the Steering Committee Member’s organization can attend the meetings but will not have voting powers. Representatives from supporting organizations and community representatives (ie. biodiversity groups, academia and grassroots organizations) (“**Community Representatives**”) can attend Steering Committee meetings but will not have voting powers. The number of Community Representatives that can attend the meetings will be determined by the Steering Committee.

Each Steering Committee Member shall be able to readily obtain authorization from their home organization, if required, to make operational decisions and commitments on behalf of that organization from time to time.

Each Steering Committee representative will actively participate in meetings by:

- Reviewing materials and communications from BAP Coordinator.
- Reporting on progress towards committed-to Actions of the Party that it represents, including highlighting barriers to implementation and opportunities for collaboration.

5. COMMITTEE PROCEDURE

The Management and Steering Committee Members will elect from among their respective membership a Chair and Vice Chair (who will assume the role of Chair if the Chair is unavailable). The Chair will preside at meetings of the Committee and assist in reaching consensus on fundamental issues of concern. It shall be the duty of the Chair, with respect to any meetings over which they preside, to:

- Preserve order and decide all questions of order;
- Record minutes of all meetings or require that minutes be recorded by the BAP Coordinator or designate;
- Receive and submit to a vote all motions presented by the Members of the Committee where consensus cannot otherwise be achieved in accordance with section 9 (voting) below;
- Announce the results of the vote for any motions so presented;

- Decline to put to a vote, motions which infringe upon the rules of procedure, or which are beyond the jurisdiction of the Committee;
- Enforce on all occasions the observance of order and decorum among the Members;
- Adjourn the meeting when business is concluded; and,
- Perform other duties when directed to do so by resolution of the Committee.

6. COMMITTEE MEMBER RESPONSIBILITIES

The Members of the **Management Committee** shall:

- Provide guidance to the Steering Committee and the BAP Coordinator;
- Attend and actively participate in all Management Committee meetings;
- Consider input gathered from Community Representatives;
- Review the progress of BAP Coordinator projects; and
- Stay informed by reviewing minutes from BAP Steering Committee meetings which shall be forwarded by BAP Coordinator to Management Committee.

The Members of the **Steering Committee** shall:

- Provide support to Management Committee and the BAP Coordinator;
- Report to BAP Coordinator about progress on Actions and track their agency's implementation and success of Actions;
- Consider Actions that could be missing from BAP, and/or develop Actions to address emerging issues for consideration of the Management Committee;
- Attend and actively participate in all Steering Committee meetings;
- Provide in-kind project management advice to other Parties to this Agreement
- Provide guidance to BAP Coordinator on BAP communications and share BAP related posts, mentions, articles and their "reach" (metrics) from their agency; and
- Review the progress of BAP Coordinator and Steering Committee Actions.

7. Consensus

Consensus is a core value of the Parties. To promote consensus, the Chairs must work to ensure that Committee Members consider all views and objections, and endeavour to resolve them, whether these views and objections are expressed by Members of the Committee or by others (including but not limited to user groups, stakeholders, or the general public).

The Chairs have the role of assessing consensus within the respective Committee.

Any Committee Member who would like to formally object to a Committee decision should articulate the reasons for their objection and propose changes that would remove the objection.

Participation shall be subject to Section 12 of the Terms of Reference for the Committees - Conflict of Interest.

8. Voting

The Committees should only conduct a vote to approve or reject a proposition after the Chair has determined that all available means of reaching consensus through discussion and compromise have failed, and that a vote is necessary to break a deadlock. In this case the Chair must record the following in the minutes of the meeting:

- An explanation of the issue being voted on;
- The decision to conduct a vote to resolve the issue;
- Each Committee Member and their vote;
- The outcome of the vote; and
- Any formal objections.

Each Committee Member or a Committee Member's authorized delegate has one vote, including the Chair.

Propositions to be decided by vote will be considered approved if voted for by a simple majority of Committee Members present, to be taken as 50% plus one. A vote on a proposition that results in a tie shall be deemed lost.

Participation shall be subject to Section 12 of the Terms of Reference for the Committees- Conflict of Interest.

9. Meetings

Each Chair will prepare an annual schedule of regular meetings of its respective Committee, to be held at times and places agreed to by the members. Unless otherwise decided by the Committee, regular Committee Meetings shall occur not less than annually for the Management Committee and quarterly for the Steering Committee. In addition to regular meetings, the Chair may call special meetings to be held at times and places as may be determined by the Chair. Members may attend meetings virtually with the approval of the Chair.

Each Chair shall ensure that an agenda for its respecting Committee meeting is circulated to the members of the Committee not less than five (5) Business Days prior to the meeting.

Minutes of meetings shall record decisions made, factors considered, and information presented during the meeting. They will also include action items as a reminder to Committee Members. Minutes of previous meetings shall be approved by Committee Members as part of the agenda.

The Chair may invite an individual or individuals with a particular expertise or interest to attend a Committee Meeting on an exceptional basis. Such persons will be deemed guests and will not have voting rights.

10. Quorum

A quorum of the Committee shall consist of a simple majority (50% plus one) of Committee Members being present in person, virtually or by proxy at a Committee Meeting. If a quorum is not present for any meeting of the Committee within 15 minutes of the time fixed for the commencement of the meeting, the meeting will be cancelled and rescheduled. If a quorum cannot be maintained during a Committee Meeting in progress, then no decisions can be made by the Committee during the absence of quorum. Matters of information may be presented but not decided upon during the absence of quorum. Decisions on such matters must be deferred to a subsequent quorate meeting.

11. Maintenance AND REFINEMENT OF TERMS OF REFERENCE

These Terms of Reference should be maintained by the Committees and be reviewed biannually, or as need arises, by the Committees to see if changes are required. Any proposed changes to the approved Terms of Reference shall be circulated to the Parties, through their respective Committee Member, for their information prior to consideration of such changes by the Management Committee. Only the Management Committee may approve changes to the Terms of Reference.

12. Declaration OF INTEREST

At the beginning of every meeting of each Committee, Committee Members must declare any conflicts of interest, real- either disqualifying or non-disqualifying, or potential, that they have with items for discussion at the meeting. In the event of a disqualifying conflict of interest, the Member shall recuse themselves from discussion of the item in question, or decision-making with respect to that item.

13. Confidentiality

All Committee Members acknowledge that while participating as a Member of any Committee, they may have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information received in confidence relating to a Party to the Biodiversity Action Plan Implementation Agreement (“**Confidential Information**”). Confidential Information disclosed by any Committee Member to any other Committee Member, if in written form, shall be marked or identified as confidential at the time of disclosure. If the Confidential Information is in oral or visual form, it shall be identified as confidential at the time of disclosure and shall subsequently be designated as such by way of a written memorandum sent to the recipient of the confidential information within 30 days following the disclosure. Confidential Information does not include information that,

(i) is or becomes generally known to the public through no act or omission of any Party;
(ii) is disclosed to a Party on a non-confidential basis by a third party who has a lawful right to make such disclosure; or (iii) is required to be disclosed by law or court order, provided that the disclosing Party gives prompt notice to the other Parties of such requirement (to the extent legally permissible) and cooperates with any efforts to contest or limit the scope of the required disclosure.

No Committee Member receiving Confidential Information acquired by virtue of their office, except as required by law, shall disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than for fulfilling its obligations under these Terms of Reference. Each Committee Member shall use at least the same standard of care in protecting the Confidential Information of other Committee Members as it uses in protecting its own information of a similar nature but, in any event, no less than a reasonable standard of care. The receiving Party may disclose the Confidential Information only to members of the Party which it represents, that Party's employees, directors, officers, agents, students and consultants who have a need to know the Confidential Information for the purpose of fulfilling the Committee Member's obligations under these Terms of Reference, and who are bound by substantially the same obligations as the Committee Member with respect to the Confidential Information. Upon termination of this Agreement, each Committee Member that is in possession of Confidential Information received from another Party to the BAP Implementation Agreement shall forthwith return to the disclosing Party or destroy the Confidential Information as directed by the disclosing Party, except where it is required by law to retain the Confidential Information.

14. Records

The Party acting as the BAP Coordinator host from time to time shall co-ordinate and retain Committee records including agendas, minutes, reports and work plans. As per the Biodiversity Action Plan Implementation Agreement, this will be the responsibility of the City for no longer than 18 months from the date of a new position being filled in Planning and Economic Development Department, following which this obligation shall transfer to the new BAP Coordinator host.

SCHEDULE "B"

PIPEDA FAIR INFORMATION PRINCIPLES

Office of the Privacy Commissioner of Canada

PIPEDA's 10 fair information principles form the ground rules for the collection, use and disclosure of personal information, as well as for providing access to personal information. They give individuals control over how their personal information is handled in the private sector.

In addition to these principles, PIPEDA states that any collection, use or disclosure of personal information must only be for purposes that a reasonable person would consider appropriate in the circumstances.

The OPC has determined that the following purposes would generally be considered inappropriate by a reasonable person (i.e., no-go zones):

- collecting, using or disclosing personal information in ways that are otherwise unlawful;
- profiling or categorizing individuals in a way that leads to unfair, unethical or discriminatory treatment contrary to human rights law;
- collecting, using or disclosing personal information for purposes that are known or likely to cause significant harm to the individual;
- publishing personal information with the intent of charging people for its removal;
- requiring passwords to social media accounts for the purpose of employee screening; and
- conducting surveillance on an individual using their own device's audio or video functions.

This section sets out organizations' responsibilities for each of the 10 fair information principles. It outlines how to fulfill these responsibilities and offers some tips.

Principle 1 - Accountability

An organization is responsible for personal information under its control. It must appoint someone to be accountable for its compliance with these fair information principles.

Principle 2 - Identifying Purposes

The purposes for which the personal information is being collected must be identified by the organization before or at the time of collection.

Principle 3 – Consent

The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except where inappropriate.

Principle 4 - Limiting Collection

The collection of personal information must be limited to that which is needed for the purposes identified by the organization. Information must be collected by fair and lawful means.

Principle 5 - Limiting Use, Disclosure, and Retention

Unless the individual consents otherwise or it is required by law, personal information can only be used or disclosed for the purposes for which it was collected. Personal information must only be kept as long as required to serve those purposes.

Principle 6 - Accuracy

Personal information must be as accurate, complete, and up-to-date as possible in order to properly satisfy the purposes for which it is to be used.

Principle 7 - Safeguards

Personal information must be protected by appropriate security relative to the sensitivity of the information.

Principle 8 - Openness

An organization must make detailed information about its policies and practices relating to the management of personal information publicly and readily available.

Principle 9 - Individual Access

Upon request, an individual must be informed of the existence, use, and disclosure of their personal information and be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

Principle 10 - Challenging Compliance

An individual shall be able to challenge an organization's compliance with the above principles. Their challenge should be addressed to the person accountable for the organization's compliance with PIPEDA, usually their Chief Privacy Officer.