

An Agreement for Services made effective October 23, 2019

BETWEEN:

THE GOVERNMENT OF MANITOBA,
represented by the Minister of Crown Services

(called "**Manitoba**"),

- and -

FLYING W CONSULTING INC.

(called the "**Consultant**"),

WHEREAS:

- A. The Government wishes to review Manitoba Hydro's development of the Bipole III transmission line and converter station project and the Keeyask Generating Station (the "Projects").
- B. The Lieutenant Governor in Council, by Order in Council 301/2018 appointed a commissioner under *The Manitoba Evidence Act* for the review of the Projects. The work of that commissioner was suspended in February, 2019 and that commissioner withdrew in July, 2019.
- C. The Lieutenant Governor in Council, by Order in Council 333/2019 (the "Order"), has appointed Brad Wall, as the commissioner under *The Manitoba Evidence Act*, to continue the review of the Projects, in accordance with the terms and conditions set out herein.
- D. For the purpose of this Agreement, Brad Wall is represented by and acts through the Consultant.

MANITOBA AND THE CONSULTANT HEREBY AGREE AS FOLLOWS:

SECTION 1.00 - TERM OF AGREEMENT

- 1.01 This Agreement comes into effect on October 23, 2019 and shall continue until October 31, 2020, unless delayed, suspended or extended beyond that date under section 14.00 or terminated before that date under section 15.00 (the "Term").

SECTION 2.00 - SERVICES TO BE PROVIDED

- 2.01 Manitoba agrees to retain the Consultant to provide the services and deliverables outlined in the attached Schedule "A" (called the "Services") and the Consultant agrees to provide the Services on the terms and conditions set out in this Agreement.
- 2.02 Schedule "A" forms part of this Agreement.
- 2.03 Manitoba and the Consultant agree that any work performed by the Consultant outside the scope of Schedule "A", without the prior written approval of Manitoba, shall be deemed to be gratuitous on the Consultant's part, and Manitoba has no liability with respect to such work.

SECTION 3.00 - PERFORMANCE OF CONSULTANT'S OBLIGATIONS

- 3.01 The Consultant represents and warrants that
- (a) the Consultant possesses the necessary skills, expertise and experience to perform the Services in accordance with the provisions of this Agreement; and
 - (b) the Consultant understands Manitoba's requirements under this Agreement and will be able to satisfy these requirements.
- 3.02 The Consultant agrees:
- (a) that the Services shall be provided by:
 - (i) Brad Wall; or
 - (ii) subcontractors working under the direct supervision of Brad Wall, whose work product shall be approved by Brad Wall;unless Manitoba agrees otherwise in writing;
 - (b) that the person or persons designated under clause 3.02(a) shall devote the time, attention, abilities and expertise necessary to properly perform the Consultant's obligations under this Agreement;
 - (c) that any agreement entered into between the Consultant and any subcontractor engaged to assist in providing the Services shall include:
 - (i) a representation and warranty by the subcontractor that rates charged by the subcontractor to the Consultant for assistance in providing the Services are commercially reasonable in the circumstances and are not substantially greater than rates charged by the

Subcontractors for services similar to the Services in the last three years; and

- (ii) provisions reasonably equivalent to section 4.00 (Restriction on Other Work), section 7.00 (Consultant's Expenses), section 9.00 (Confidentiality of Information and Protection of Personal Information), and section 10.00 (Ownership of Information) of this Agreement;
- (d) to provide Manitoba with a copy of each agreement entered into between the Consultant and any subcontractor engaged to assist in providing the Services;
- (e) to perform all obligations and provide the Services in a professional manner satisfactory to Manitoba; and
- (f) to comply with all reasonable directions and requests of Manitoba.

SECTION 4.00 - RESTRICTION ON OTHER WORK

4.01 While this Agreement is in effect, the Consultant and any officers, employees, subcontractors or agents of the Consultant shall not provide services to any other person, firm, corporation or organization in a manner that might interfere or conflict with the proper performance of the Consultant's obligations under this Agreement.

SECTION 5.00 - PROGRESS REPORTS

5.01 The Consultant shall provide progress reports with respect to the provision of the Services from time to time when requested by Manitoba. Manitoba may request that progress reports be provided verbally or in writing. Progress reports shall be satisfactory in form and content to Manitoba.

SECTION 6.00 - CONSULTANT'S FEES AND INVOICES

6.01 Subject to the following subsections, in consideration of Services performed to the satisfaction of Manitoba, Manitoba shall pay the Consultant's regular monthly invoices for fees and expenses, which payments shall be made against and in accordance with the Budget and guidelines set out in Schedule "C" hereto.

6.02 The Consultant shall endeavour to provide invoices to Manitoba before the tenth day of each month.

6.03 All invoices shall be in writing and satisfactory to Manitoba in both form and content. The Consultant shall also provide to Manitoba such supporting

documents, vouchers, statements and receipts as may be requested by Manitoba.

- 6.04 Manitoba shall endeavour to pay the Consultant's invoices within thirty (30) days after the receipt and approval of the invoice and any supporting materials requested under subsection 6.03 and, in the case of the final payment respecting the Services, the receipt and approval of the final written report required under Schedule "A".
- 6.05 Those invoiced fees and expenses not paid by Manitoba within thirty (30) days of receipt and approval shall bear interest at the rate being charged by Her Majesty the Queen in Right of the Province of Manitoba to Her Crown Corporations for the period in question, in accordance with the Financial Administration Manual issued under the authority of *The Financial Administration Act* (Manitoba), from the 31st day after the due date until payment is made.
- 6.06 The total fees and expenses paid under this Agreement shall not exceed one million, eight hundred thousand dollars (the "total cost"); it being understood that the total cost will be confirmed by the Consultant following his review of the activities and work of the previous commissioner, which review will be completed by December 30, 2019.

SECTION 7.00 - CONSULTANT'S EXPENSES

- 7.01 Subject to subsection 7.02 and subsection 7.03, Manitoba shall reimburse the Consultant for reasonable out-of-pocket expenses relating to the provision of the Services up to the maximum amounts as set out at Schedule "C". Schedule "C" forms part of this Agreement. Out-of-pocket expenses shall be subject to the guidelines set out at Schedule "C".
- 7.02 The Consultant's invoices pursuant to Section 6 shall include written breakdowns regarding expenses incurred and paid by the Consultant on a monthly basis. All expense reports shall be satisfactory to Manitoba in both form and content. Each report shall provide copies of documentation verifying expenses incurred and paid by the Consultant relating to the provision of the Services, including the invoices issued by each subcontractor for the included month (noting applicable rates, accounting of hours/days when the Services were performed, and itemized out-of-pocket costs). The Consultant shall provide to Manitoba such additional supporting documents, vouchers, statements and receipts for expenses as may be requested by Manitoba.
- 7.03 The total expenses paid in respect of the subcontractors shall not exceed the amounts outlined in Schedule "C", unless specifically approved by Manitoba.

SECTION 8.00 - ASSISTANCE FROM MANITOBA

- 8.01 Manitoba agrees to make reasonably available to the Consultant such documents, records and assistance from officers and employees of Manitoba as may, in the

opinion of Manitoba, be reasonably necessary to assist the Consultant in the performance of this Agreement.

- 8.02 Manitoba also agrees to make reasonably available to the Commissioner sufficient office space, boardroom space and equipment as may be necessary to assist the Commissioner in carrying out the requirements of his role (the "office facilities"). The office facilities will be provided at no cost to the Consultant but, subject to the review contemplated in subsection 6.06, will be expensed against the total cost and Budget set out in Schedule "C" hereto.

SECTION 9.00 - CONFIDENTIALITY OF INFORMATION AND PROTECTION OF PERSONAL INFORMATION

9.01 While this Agreement is in effect, and at all times thereafter, the Consultant and any officers, employees, subcontractors or agents of the Consultant:

- (a) shall treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;
- (b) shall not, without first obtaining written permission from Manitoba,
 - (i) use, or permit use of, the information, documents and materials described in clause 9.01(a) except for the proper performance of the Consultant's obligations under this Agreement, or
 - (ii) disclose, or permit disclosure of, the information, documents and materials described in clause 9.01(a) to any person, corporation or organization; and
- (c) shall comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality of the information, documents and materials described in clause 9.01(a).

9.02 In addition to the requirements set out in subsection 9.01, the Consultant and any officers, employees, subcontractors or agents of the Consultant shall comply with the requirements set out in Schedule "B" respecting collection, use, disclosure and protection of personal information. Schedule "B" forms part of this Agreement.

SECTION 10.00 - OWNERSHIP OF INFORMATION, ETC.

10.01 All information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Consultant, or any officers, employees,

subcontractors or agents of the Consultant, in the performance of, or incidental to the performance of, this Agreement, and all intellectual property rights therein (including, without limitation, all copyright, patent, trade mark rights), shall be the exclusive property of Manitoba, and shall be delivered without cost to Manitoba upon request.

- 10.02 The Consultant hereby waives all the Consultant's moral rights under the *Copyright Act* (Canada) in the information, documents and materials described in subsection 10.01 in favour of Manitoba, and agrees to execute any additional documents, in a form satisfactory to Manitoba, which may be required to evidence this waiver. The Consultant further agrees to obtain from each of its officers, employees, subcontractors and agents written waivers, in a form satisfactory to Manitoba, of all their moral rights in such information, documents and materials in favour of Manitoba.
- 10.03 While this Agreement is in effect, and at all times thereafter, the Consultant, and any officers, employees, subcontractors or agents of the Consultant, shall not use, publish or disclose any information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Consultant, or the officers, employees, subcontractors or agents of the Consultant, in the performance of, or incidental to the performance of, this Agreement without first obtaining written permission from Manitoba.
- 10.04 Any equipment, materials, and supplies provided by Manitoba to the Consultant for use in the performance of this Agreement shall remain the property of Manitoba and shall be returned without cost to Manitoba upon request.

SECTION 11.00 - USE OF MANITOBA'S PREMISES

- 11.01 When using the premises of Manitoba, the Consultant and all officers, employees, subcontractors and agents of the Consultant shall comply with all security regulations in effect from time to time.

SECTION 12.00 - MANITOBA NOT LIABLE FOR INJURY, ETC. TO CONSULTANT

- 12.01 Manitoba shall not be liable for any injury to the Consultant, or to any officers, employees, subcontractors or agents of the Consultant, or for any damage to or loss of property of the Consultant, or of the officers, employees, subcontractors or agents of the Consultant, caused by or in any way related to the performance of this Agreement.
- 12.02 Subsection 12.01 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of Manitoba while acting within the scope of his or her employment.

SECTION 13.00 - INDEMNIFICATION AND INSURANCE

13.01 The Consultant shall use due care in the performance of the obligations under this Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed.

13.02 Except where protected by section 87 of *The Manitoba Evidence Act*, the Consultant shall be solely responsible for

- (a) any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of this Agreement or the breach of any term or condition of this Agreement by the Consultant, or the officers, employees, subcontractors or agents of the Consultant; and
- (b) any omission or wrongful or negligent act of the Consultant, or of the officers, employees, subcontractors or agents of the Consultant;

and shall save harmless and indemnify Manitoba, its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b).

13.03 The Consultant agrees to obtain and maintain, at its cost, throughout the term of the Agreement:

- (a) commercial general liability insurance covering claims for personal and bodily injury, death or damage to property arising out of the Consultant or its officers, employees, subcontractors or agents providing Services under the Agreement, or as a result of any negligent acts or omissions of the Consultant or its officers, employees, subcontractors or agents. Such insurance shall provide coverage of not less than 18(1)(b) 18(1)(b) per occurrence; and
- (b) automobile liability insurance in respect of licensed vehicles with limits of not less than 18(1)(b) inclusive per occurrence for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the Consultant that are used in the furtherance of the activities of the Commission.

13.04 Without limiting or restricting the generality of subsection 13.03 above, such insurance shall:

- (a) name Manitoba, its officers, employees and agents as additional insureds with respect to the Services provided under the Agreement; and
- (b) require the insurer to give Manitoba at least thirty (30) days prior written notice if it intends to cancel or significantly reduce the coverage under the policy.

The Consultant shall provide Manitoba with a Certificate of Insurance evidencing the required insurance as requested by Manitoba.

SECTION 14.00 - SUSPENSION OR EXTENSION

- 14.01 Manitoba may, at its sole option, from time to time, delay or suspend Services being provided under this Agreement, in whole or in part, upon reasonable notice to the Consultant in writing for such period of time as may, in the opinion of Manitoba, be necessary.
- 14.02 Manitoba may, at its sole option, extend the time in which the Services are to be provided in writing if necessary by reason of circumstances beyond the control of the Consultant or through no fault of the Consultant.
- 14.03 Where there is a delay or suspension under subsection 14.01 or an extension of time under subsection 14.02, all terms and conditions of this Agreement shall continue in full force and effect against the Consultant. The Consultant shall not be entitled to make any claim for damages by reason of the delay, suspension or extension, although any claims for expenses incurred by the Consultant during the period prior to which notice of the suspension was given shall remain payable to the Consultant in accordance with the terms of this agreement.

SECTION 15.00 - TERMINATION

- 15.01 Manitoba may terminate this Agreement at any time by giving thirty (30) days notice in writing to the Consultant.
- 15.02 In addition to its rights under subsection 15.01, and without restricting any other remedies available, Manitoba may, at its sole option, immediately terminate this Agreement in writing if
- (a) in the opinion of Manitoba, the Services provided by the Consultant are unsatisfactory, inadequate, or are improperly performed; or
 - (b) in the opinion of Manitoba, the Consultant has failed to comply with any term or condition of this Agreement; or
 - (c) the Consultant becomes bankrupt or insolvent.
- 15.03 Upon termination of this Agreement, the Consultant shall cease to perform any further work, and shall deliver to Manitoba any finished work which has not been delivered and accepted prior to termination, together with any materials and work in progress relating to this Agreement. Manitoba shall be under no obligation to the Consultant other than to pay, upon receipt of an invoice and supporting documentation satisfactory to Manitoba, such compensation as the Consultant may be entitled to receive under this Agreement for work completed to the satisfaction of Manitoba up to the date of termination.

SECTION 16.00 - SURVIVAL OF TERMS

16.01 Sections 9.00, 10.00, 12.00, 15.00, 16.00 and 23.00 shall survive the termination or expiration of this Agreement.

SECTION 17.00 - INDEPENDENT CONTRACTOR

17.01 The Consultant is an independent contractor, and this Agreement does not create the relationship of employer and employee, or of principal and agent, between Manitoba and the Consultant or between Manitoba and any employees or agents of the Consultant.

17.02 The Consultant is responsible for any deductions or remittances which may be required by law.

17.03 Apart from the expenses reasonably incurred during the course of providing the Services, the Consultant shall not incur any expenses or debts on behalf of, nor make any commitments for, Manitoba without first obtaining written permission from Manitoba.

SECTION 18.00 - NO ASSIGNMENT OF AGREEMENT

18.01 The Consultant shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without first obtaining written permission from Manitoba.

18.02 No assignment or transfer of this Agreement shall relieve the Consultant of any obligations under this Agreement, except to the extent they are properly performed by the Consultant's permitted assigns.

18.03 This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assigns of the Consultant.

SECTION 19.00 - TIME OF ESSENCE

19.01 Time shall be of the essence of this Agreement.

SECTION 20.00 - ENTIRE AGREEMENT

20.01 This document and the attached Schedules "A", Schedule "B" and Schedule "C" contain the entire agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.

SECTION 21.00 - AMENDMENTS

21.01 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both parties.

SECTION 22.00 - SEVERABILITY

22.01 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.

SECTION 23.00 - APPLICABLE LAW AND GST

23.01 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.

23.02 The Services are being purchased under this Agreement by the Government of Manitoba and are therefore not subject to the federal Goods and Services Tax. The Consultant represents and warrants that Goods and Services Tax has not been included or quoted in any fees, prices or estimates and shall not be included in any invoice provided, or claim for payment requested, under this Agreement.

SECTION 24.00 - NOTICES

24.01 Any notice or other communication to the Consultant under this Agreement shall be in writing and shall be delivered personally to the Consultant or an officer or employee of the Consultant or sent by registered mail, postage prepaid, or by way of facsimile transmission, to:

Flying W Consulting Inc. 17(1) & 17(3)(e)

17(1) & 17(3)(e)

Facsimile:

Attention: Brad Wall

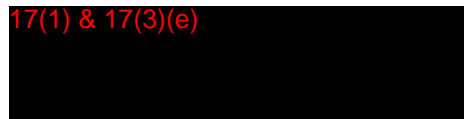
24.02 Any notice or other communication to Manitoba under this Agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid, or by way of facsimile transmission, to:

Government of Manitoba
Room 314 Legislative Building
450 Broadway
Winnipeg, MB R3C 0V8
Facsimile : 204-948-7700
Attention: Deputy Minister of Crown Services

24.03 Any notice or communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. If mail service is disrupted by labour controversy, notice shall be delivered personally.

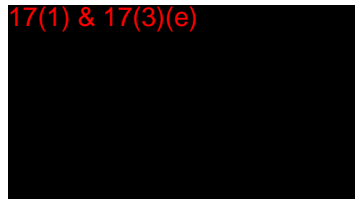
This Agreement has been executed by the Minister of Crown Services (or designate) on behalf of the Government of Manitoba and by the Consultant as of the effective date set out above.

**FOR THE GOVERNMENT OF
MANITOBA**

17(1) & 17(3)(e)


DEPUTY MINISTER OF CROWN
SERVICES

FLYING W CONSULTING INC.

17(1) & 17(3)(e)


SCHEDULE "A"
SERVICES TO BE PROVIDED BY CONSULTANT

This is Schedule "A" to the Agreement for Services between the Government of Manitoba and Flying W Consulting Inc. (the "Consultant"), made effective October 23, 2019.

The Services to be provided by the Consultant are described in the Terms of Reference attached to Order in Council 301/2018 as set out below.

In providing the Services, the Consultant shall have access to the work undertaken by the commissioner appointed pursuant to Order in Council 301/2018.

TERMS OF REFERENCE

Manitoba Hydro proceeded with developing the Keeyask Generating Station project ("Keeyask") and the Bipole III transmission line and converter station project ("Bipole III") during a time when the market price for energy was declining. Continuing with these projects has required Manitobans to deal with the costs, and the billions in related cost overruns, through increases in electricity rates that far exceed the expected rate of inflation.

As a result, the commissioner is to

(a) inquire into the following matters:

- 1 With reference to the actual or proposed in-service dates of Keeyask and Bipole III, to what extent did Manitoba Hydro pursue these two projects when they were not necessary, or not necessary at the time, to meet the province's then-anticipated electrical needs in a timely and cost-effective manner?
- 2 With reference to Keeyask and Bipole III, to what extent did the directions that the government gave to Manitoba Hydro
 - (i) promote economy and efficiency in the generation, transmission, distribution and supply of power in the province; and
 - (ii) result in Manitoba Hydro having to address matters beyond its statutory mandate?
- 3 To what extent were the estimated net benefits projected at the planning stage for Keeyask and Bipole III
 - (i) determined in accordance with best practices then applicable for such projects;
 - (ii) demonstrably superior to the estimated net benefits of proceeding with other options then available for addressing the province's then-anticipated electrical needs in a timely and cost-effective manner; and
 - (iii) based on sound export market forecasts?
- 4 To what extent did the Keeyask and Bipole III planning and approval processes of Manitoba Hydro and the government, and any other applicable approval or review processes, appropriately
 - (i) evaluate the commercial risk associated with each project and the risks of the two projects

proceeding concurrently;

- (ii) assess the allocation of the risks among those involved in the construction of the projects; and
 - (iii) consider the immediate and long-term fiscal implications of the projects for the province and Manitoba taxpayers and Manitoba Hydro and its ratepayers?
- 5 Given the magnitude of Keeyask and Bipole III and the time lines necessary to complete them, to what extent did the oversight process that was followed after these projects were approved
- (i) reflect best practices then applicable for such projects; and
 - (ii) mitigate the associated commercial risk and accommodate changing circumstances as they occurred?
- (b) make recommendations about the following matters:
- 1 How should Manitoba Hydro's and the government's oversight of any similar project proposed in the future, including the planning, approval, procurement and construction processes for the project, be strengthened to ensure that
 - (i) there is appropriate transparency and accountability for decisions;
 - (ii) the commercial risk associated with the project is appropriately evaluated and allocated, both on an individual project and on a systemic basis; and
 - (iii) the financial and fiscal implications of the project for Manitoba Hydro and the province are assessed in an appropriate and timely manner?
 - 2 Should Manitoba Hydro's statutory mandate be clarified to ensure that decisions concerning any such future project are in the best interests of Manitobans?
 - 3 Should the planning and approval processes for such a future project include additional regulatory approvals or an external review? If so, what form and manner should the regulatory approvals or external review take?
 - 4 If such a future project is approved to proceed, how should the project oversight process be improved so that
 - (i) changes in circumstances are accommodated in a timely and cost-effective manner; and
 - (ii) verification is carried out at appropriate junctures to ensure that the project continues to be in the best interests of Manitobans?
 - 5 Are there prudent steps for the government and its Crown corporation Manitoba Hydro to take to restore the corporation's financial health, given the government's ongoing obligation to ensure that provincial finances are managed responsibly and that Manitoba has an attractive investment environment?

The Joint Keeyask Development Agreement is not within the scope of these terms of reference.

SCHEDULE "B"
PROTECTION OF PERSONAL INFORMATION

This is Schedule "B" to the Agreement for Services between the Government of Manitoba and Flying W Consulting Inc. (the "Consultant"), made effective October 23, 2019.

Definition of personal information

1.01 In this Schedule and in this Agreement, "personal information" has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act* of Manitoba (C.C.S.M. c. F175), and includes:

- (a) personal information about an identifiable individual which is recorded in any manner, form or medium; and
- (b) personal health information about an identifiable individual as defined in *The Personal Health Information Act* of Manitoba (C.C.S.M. c. P33.5).

These statutory definitions are attached at the end of this Schedule.

1.02 The requirements and obligations in this Schedule:

- (a) apply to all personal information received, collected or otherwise acquired by the Consultant in the course of carrying out its obligations under this Agreement, in whatever manner, form or medium;
- (b) apply whether the personal information was received, collected or acquired before or after the commencement of this Agreement; and
- (c) continue to apply after the termination or expiration of this Agreement.

Collection of personal information by the Consultant

1.03 The Consultant recognizes that, in the course of carrying out its obligations under this Agreement, the Consultant may receive personal information from Manitoba and may collect, acquire, be given access to and may otherwise come into possession of personal information about individuals.

1.04 Where the Consultant receives, collects, acquires, is given access to or otherwise comes into possession of personal information, the Consultant shall collect only as much personal information about an individual as is reasonably necessary to carry out the Consultant's obligations under this Agreement.

1.05 Where the Consultant collects or acquires personal information directly from the individual it is about, the Consultant shall ensure that the individual is informed of:

- (a) the purpose for which the personal information is collected;

- (b) how the information is to be used and disclosed;
- (c) who in the Consultant's organization can answer questions the individual may have about his or her personal information; and
- (d) his or her right of access to the information, as set out in the Consultant's policies under subsection 1.06 of this Schedule.

Access to personal information by the individual it is about

1.06 The Consultant shall establish a written policy, acceptable to Manitoba, providing individuals whose personal information is received, collected or acquired by the Consultant under this Agreement with:

- (a) a right to examine personal information about themselves which is maintained by the Consultant, subject only to specific and limited exceptions; and
- (b) a right to request corrections to this personal information.

Restrictions respecting use of personal information by the Consultant

1.07

- (a) The Consultant shall keep the personal information in strict confidence and shall use the personal information only for the purpose of properly carrying out the Consultant's obligations under this Agreement and not for any other purpose.
- (b) The personal information shall be used solely by Consultant personally, or (where the Consultant is a corporation, business, organization or other entity) by the officers and employees of the Consultant, except as otherwise specifically permitted by Manitoba in writing.
- (c) The Consultant shall:
 - (i) limit access to and use of the personal information to those of the Consultant's officers and employees who need to know the information to carry out the obligations of the Consultant under this Agreement,
 - (ii) ensure that every use of and access to the personal information by the Consultant and by the authorized officers and employees of the Consultant is limited to the minimum amount necessary to carry out the obligations of the Consultant under this Agreement,
 - (iii) ensure that each officer and employee of the Consultant who has

access to the personal information is aware of and complies with the requirements, obligations and fair information practices in this Schedule, and

- (iv) ensure that each officer and employee who has access to the personal information signs a pledge of confidentiality, satisfactory in form and content to Manitoba, that includes an acknowledgement that he or she is bound by the requirements, obligations and fair information practices in this Schedule and by the Consultant's security policies and procedures and is aware of the consequences of breaching any of them.

1.08 The Consultant shall ensure that:

- (a) no person can make unauthorized copies of the personal information;
- (b) no person shall disclose the personal information except as authorized under subsection 1.10 of this Schedule; and
- (c) no person can modify or alter the personal information in a manner which is not authorized.

1.09 The Consultant shall not link or match the personal information with any other personal information, except where necessary to carry out the obligations of the Consultant under this Agreement.

Restrictions respecting disclosure of personal information by the Consultant

1.10 The Consultant shall not give access to, reveal, disclose or publish, and shall not permit anyone to give access to, reveal, disclose or publish, the personal information to any person, corporation, business, organization or entity outside the Consultant's organization, except as follows:

- (a) to Manitoba, and to Manitoba's officers, employees and agents, for the purposes of this Agreement;
- (b) to the individual the personal information is about, upon satisfactory proof of identity;
- (c) to any person, corporation, business, organization or entity with the voluntary, informed consent of the individual the information is about;
- (d) where the individual the information is about is a child under the age of 18 years, to the custodial parent or parents or to the legal guardian of the child, upon satisfactory proof of identity and authority, provided that the Consultant is of the opinion the disclosure would not be an unreasonable invasion of the child's privacy;

- (e) where disclosure is required or authorized by legislation;
- (f) where disclosure is required by an order of a court, person or body with jurisdiction to compel production of the personal information or disclosure is required to comply with a rule of court that relates to the production of the personal information; or
- (g) where disclosure is necessary to prevent or lessen a serious and immediate threat to the health or safety of the individual the information is about or of any other individual or individuals.

1.11 Without limiting subsection 1.10 of this Agreement, the Consultant shall not:

- (a) sell or disclose the personal information, or any part of the personal information, for consideration; or
- (b) exchange the personal information for any goods, services or benefit; or
- (c) give the personal information to any individual, corporation, business, agency, organization or entity for any purpose, including (but not limited to) solicitation for charitable or other purposes;

and shall not permit any of these activities to take place.

Protection of the personal information by the Consultant

1.12 The Consultant shall protect the personal information by putting in place reasonable security arrangements, including administrative, technical and physical safeguards, that ensure the confidentiality and security of the personal information and protect the personal information against such risks as use, access, disclosure or destruction which are not authorized under this Schedule. These security arrangements shall take into account the sensitivity of the personal information and the medium in which the information is stored, handled, transmitted or transferred.

1.13 Without limiting subsection 1.12 of this Schedule:

- (a) where personal information is in paper form, on diskette or other removable media, the Consultant shall ensure that:
 - (i) the paper records, diskettes and removable media used to record the personal information are kept in a physically secure area and are subject to appropriate safeguards,
 - (ii) the personal information is accessible only to those of the Consultant's officers and employees who need to know the personal information to carry out the obligations of the Consultant under this

Agreement, and

- (iii) the paper records, diskettes and removable media used to record the personal information are stored securely when not in use;
 - (b) where personal information is stored in electronic format, the Consultant shall:
 - (i) ensure that the computer system or computer network on which the personal information is stored is secure and is accessible only to officers and employees of the Consultant who need to know the personal information to carry out the obligations of the Consultant under this Agreement,
 - (ii) ensure that the personal information is protected by a series of passwords to prevent unauthorized access, and
 - (iii) limit access to and use of these passwords to those of the Consultant's officers and employees who need to know the personal information to carry out the obligations of the Consultant under this Agreement.
- 1.14 When disposing of any paper records and media containing a record of the personal information, the Consultant shall destroy the paper records or erase or destroy any personal information contained on the media in a manner which adequately protects the confidentiality of the personal information.
- 1.15 The Consultant shall establish and comply with written policies and procedures respecting the use of, access to, disclosure, protection and destruction of the personal information which shall be consistent with and reflect the requirements of this Schedule. These security policies and procedures shall include:
- (a) provisions for identifying and recording security breaches and attempted security breaches; and
 - (b) corrective procedures to address security breaches.
- 1.16 The Consultant shall, immediately upon becoming aware of any of the following, notify Manitoba in writing of any use of, access to, disclosure or destruction of personal information which is not authorized by this Schedule, with full details of the unauthorized use, access, disclosure or destruction. The Consultant shall immediately take all reasonable steps to prevent the recurrence of any unauthorized use, access, disclosure or destruction of the personal information and shall notify Manitoba in writing of the steps taken.
- 1.17 The Consultant shall provide training for its officers and employees about the requirements of this Schedule and the Consultant's security policies and

procedures.

- 1.18 The Consultant shall comply with any regulations made, policies issued and reasonable requirements established by Manitoba respecting the protection, retention or destruction of the personal information.

Destruction of personal information by the Consultant

- 1.19 After the personal information has been used for its authorized purpose, or where destruction of the personal information is requested by Manitoba or is required by this Agreement, the Consultant shall destroy the personal information (and all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

Inspections by Manitoba

- 1.20 Manitoba and its representatives may carry out such inspections or investigations respecting the Consultant's information practices and security arrangements as Manitoba considers necessary to ensure the Consultant is complying with the terms and conditions of this Schedule and that the personal information is adequately protected. The Consultant shall co-operate in any such inspection or investigation, and shall permit Manitoba and its representatives access, at all reasonable times, to the Consultant's premises and to records and information relating to the Consultant's information practices and security arrangements or to this Schedule for these purposes.
- 1.21 If an inspection or investigation identifies deficiencies in the Consultant's information practices or security arrangements which expose the personal information to risk of unauthorized use, disclosure or destruction, the Consultant shall take reasonable steps to promptly correct the deficiencies to Manitoba's satisfaction.

Destruction of personal information on expiration or termination of Agreement

- 1.22 On expiration or termination of this Agreement for any reason, the Consultant shall, unless otherwise directed by Manitoba, destroy the personal information (including all copies of the personal information in any form or medium) in a manner which adequately protects the confidentiality of the personal information.

Statutory definitions of personal information and personal health information

1. **"personal information"** means recorded information about an identifiable individual, including
 - (a) the individual's name,
 - (b) the individual's home address, or home telephone, facsimile or e-mail number,
 - (c) information about the individual's age, sex, sexual orientation, marital or family status,
 - (d) information about the individual's ancestry, race, colour, nationality, or national or ethnic origin,
 - (e) information about the individual's religion or creed, or religious belief, association or activity,
 - (f) personal health information about the individual,
 - (g) the individual's blood type, fingerprints or other hereditary characteristics,
 - (h) information about the individual's political belief, association or activity,
 - (i) information about the individual's education, employment or occupation, or educational, employment or occupational history,
 - (j) information about the individual's source of income or financial circumstances, activities or history,
 - (k) information about the individual's criminal history, including regulatory offences,
 - (l) the individual's own personal views or opinions, except if they are about another person,
 - (m) the views or opinions expressed about the individual by another person, and
 - (n) an identifying number, symbol or other particular assigned to the individual.

2. **"personal health information"** means recorded information about an identifiable individual that relates to
 - (a) the individual's health, or health care history, including genetic information about the individual,
 - (b) the provision of health care to the individual, or
 - (c) payment for health care provided to the individual,and includes
 - (d) the PHIN and any other identifying number, symbol or particular assigned to an individual, and
 - (e) any identifying information about the individual that is collected in the course of, and is incidental to, the provision of health care or payment for health care.

"health care" means any care, service or procedure

- (a) provided to diagnose, treat or maintain an individual's physical or mental condition,
- (b) provided to prevent disease or injury or promote health, or
- (c) that affects the structure or a function of the body,

and includes the sale or dispensing of a drug, device, equipment or other item pursuant to a prescription.

"PHIN" means the personal health identification number assigned to an individual by the minister to uniquely identify the individual for health care purposes.

SCHEDULE "C"
ECONOMIC REVIEW OF BIPOLE III AND KEYASK COMMISSION BUDGET

This is Schedule "C" to the Agreement for Consulting Services between The Government of Manitoba ("Manitoba") and Flying W Consulting Inc. (the "Consultant"), made effective October 23, 2019.

Budget

Total budget - 18(1)(b) &

Consultant	18(1)(b) & 28(1)(b)
Subcontractors	
Travel	
Unallocated Contingency	

List of subcontractors and maximum budget amount

Osler Hoskins & Harcourt LLP	18(1)(b) &
Chartwell Management Inc.	28(1)(b)
PwC Canada	
Pinnacle Financial Services	
Doug Moen	

Guidelines for out-of-pocket expenses

Breakfast	18(1)(b) & 28(1)(b)
Lunch	
Dinner	
Per Diem	
Mileage	

Commercial Accommodations 18(1)(b) & per night

Air Travel

Economy class seats, taking advantage of return tickets, reduced fares, and special rates whenever possible