

**SCHEDULE 17  
RECORDS AND REPORTS**

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**PART 1  
RECORDS**

**1.1 Project Co Records**

Project Co shall produce, maintain and update in accordance with this Agreement and the Records Management Protocol all records (collectively, the “**Records**”) required by this Agreement (including by Good Industry Practice) to be produced, maintained and updated by Project Co, including all records specified or referred to in the Project Requirements or otherwise in connection with the Project, the Project Work, the Project Infrastructure and the Project Site, provided that notwithstanding any other provision of this Schedule 17, Project Co shall produce, maintain and update Records related to the BSP ATC System and the Project Work performed by Thales as required by and in accordance with the ATC Supply Contract.

**1.2 Management of Records**

- (a) The requirements set out in this Schedule and the Records Management Protocol:
  - (i) include the minimum requirements to be complied with, and are without prejudice to any Laws or Good Industry Practice which require the keeping of specified Records for a longer period or the production and maintenance of additional Records; and
  - (ii) apply to both electronic and hard copy Records.
- (b) All Records produced and maintained by Project Co in accordance with this Agreement must be:
  - (i) accurate, complete, legible, readily identifiable, readily retrievable, reliable, authentic and secure;
  - (ii) retained and preserved in electronic form; and
  - (iii) in English.
- (c) The financial Records produced and maintained by Project Co in accordance with this Agreement must provide sufficient detail to identify all revenue and expenditures in respect of the Project on a gross basis.
- (d) The text of all documents shall be prepared and recorded using software systems agreed to by the Province.
- (e) Project Co shall comply promptly and at its expense with:
  - (i) all Laws relating to information, records and other documentation relating to or acquired, obtained or produced in connection with the Project, the Project Work, the Project Infrastructure or the Project Site or any part thereof; and
  - (ii) all requests or requirements of the Province from time to time for the purpose of enabling the Province or any other Governmental Authority to comply with its obligations under any Laws relating to information, records and other documentation relating to or acquired, obtained or produced in connection with

the Project, the Project Work, the Project Infrastructure or the Project Site or any part thereof.

- (f) Project Co, the Province and BCTFA shall cooperate to develop documentation to support each party's compliance requirements under Laws, including the *Excise Tax Act* (Canada).

### **1.3 Records Management Protocol**

**PR1.3a**

Within 30 days following the Effective Date, Project Co shall submit to the Province's Representative, for acceptance, acting reasonably, in accordance with the Consent Procedure, an initial protocol (the "**Records Management Protocol**") which complies with all requirements set forth in this Agreement (including compliance with Good Industry Practice and Laws) and any other policies, requirements and information schedules approved under the *Information Management Act* (British Columbia) that would from time to time be applicable to the creation, maintenance, management, holding, transfer, retention, preservation and disposal of the Records if they were maintained by the Province, including that:

- (i) the Records Management Protocol must be consistent with and comply with:
  - (A) Project Co's Quality Management System and Quality Documentation and Schedule 7 [Quality Management]; and
  - (B) the Records and Information Management Policy (document #: CO-IM-TIC-POLICY-00001) and the Document Identification Guidelines (document #: CO-TIC-DCC-MEM-00001), both of which are provided as Disclosed Data;
- (ii) the Records Management Protocol shall set forth minimum retention periods consistent with Section 1.4 [Retention of Records] of this Schedule and otherwise satisfactory to the Province for each class of Records produced and maintained by Project Co;
- (iii) the Records Management Protocol shall set forth records management practices and procedures sufficient to ensure that the Records are organized, classified and retained in formats that enable Project Co to meet all of its obligations in respect of the management of the Records under this Agreement, including the requirements set out in Section 1.2 [Management of Records] of this Schedule;
- (iv) the Records Management Protocol shall include procedures (consistent with the Project Requirements and in accordance with Good Industry Practice) for backing-up and storage in safe custody of all Records that are generated by or maintained on a computer or in any other machine readable format;
- (v) Project Co shall keep all Records in safekeeping in such a manner as to ensure the integrity of the Records and at a location within British Columbia that is satisfactory to and approved by the Province;

- (vi) any warehouse or other facility used to store Records must meet any storage and security standards established by the Province;
  - (vii) Project Co shall retain any records of the Province to be retained by Project Co pursuant to Section 1.8(d) of this Schedule in accordance with Section 1.8(d);
  - (viii) notwithstanding any other terms of this Agreement, no Records shall be destroyed or otherwise disposed of without the express written consent of the Province or as authorized under an information schedule approved under the *Information Management Act* (British Columbia);
  - (ix) any Records authorized for disposition shall be disposed of only in accordance with disposition standards for secure disposal established by the Province, the Ministry or by the Province's Corporate Information and Records Management Office;
  - (x) Project Co shall ensure that there is a designated and appropriately qualified person at all times responsible for the management of the Records and for liaison with the Province in connection with all matters relating thereto;
  - (xi) Project Co shall keep on the Project Site at all times during Construction activities one copy of all drawings for such Construction activities;
  - (xii) Project Co shall not sell, transfer or relocate any Records to the custody, physical or otherwise, of another jurisdiction, or person other than to the Principal Contractors and Subcontractors; and
  - (xiii) Project Co shall not disclose any of the Records or contents thereof except subject to and in accordance with the provisions of this Agreement, including Section 15.1 [Confidentiality] of this Agreement.
- (b) Project Co shall:
- (i) where necessary;
  - (ii) following the expiry of the 180 day period referred to in Section 1.8(a) of this Schedule (to confirm whether any Province Records were delivered to Project Co pursuant to Section 1.8(a) of this Schedule); and
  - (iii) as otherwise required by the Province from time to time,

submit updates to the Records Management Protocol to the Province's Representative from time to time, for review, acting reasonably, in accordance with the Review Procedure to ensure that the Records Management Protocol continues to meet the requirements of this Part 1 and Good Industry Practice.

**PR1.3c**

Project Co shall comply with, and shall cause the Principal Contractors and Subcontractors to comply with, the Records Management Protocol, as submitted and updated from time to time in accordance with this Part 1, in connection with all Records maintained or required to be maintained under this Agreement.

#### **1.4 Retention of Records**

- (a) Without prejudice to any longer retention periods required under Laws (which shall be complied with by Project Co), Project Co shall maintain all Records in accordance with the retention policies of the Province, Good Industry Practice and Laws, and in any event for no less than the following periods:
  - (i) all as-built drawings shall be retained until the end of the Term and shall be systematically and periodically updated, named and filed so as to be readily retrievable; and
  - (ii) all Records relating to the subject matter of any dispute between the parties must be retained for at least seven years after the resolution of such dispute.
- (b) Where the required period set out in the Records Management Protocol for the retention of any Records has expired, Project Co shall notify the Province as to what it intends to do with such Records. If Project Co intends then or subsequently to dispose of such Records, Project Co shall so notify the Province and, if the Province elects within 40 days of receipt of notice from Project Co to receive such Records or any part thereof, then Project Co, at its own cost, shall deliver such Records to the Province in the manner and at such location in British Columbia as the Province specifies.

#### **1.5 Procedure on Termination**

- (a) As and when required by Section 14.9(a)(vii) of this Agreement, Project Co shall, at its own cost, deliver up to the Province, in the manner and at such location in British Columbia as the Province specifies, such Records as are in existence at the Termination Date or, where any such Records are required by Law to remain with Project Co, copies thereof.
- (b) The Province, so long as it retains possession thereof, shall allow Project Co to inspect all Records delivered to the Province pursuant to Section 1.5(a) of this Schedule on reasonable notice.

#### **1.6 Province Access to Records**

- PR1.6a** Project Co shall provide live, internet-based access to all current, up-to-date Records (with the exception only of financial records) to the Province, the Province's Representative and the Province's authorized representatives. The means by which such access is provided shall enable efficient "read-only" access to and retrieval of specific records when performing record searches.
- (b) All Records shall be kept in good order and in such form as to be capable of audit and inspection (including by electronic means to the extent that such Records were delivered by the Province or otherwise are maintained in an electronic format) by the Province. Project Co shall make all Records available at all reasonable times for audit or inspection by or on behalf of the Province, BCTFA, the Province's Representative or any of the Province's authorized representatives.

**1.7 Copies**

The Province, BCTFA and the Province's Representative and any of their authorized representatives shall be entitled to take copies of the Records or any part thereof at Project Co's cost and for that purpose to use such copying facilities as are maintained at the place where the Records are kept.

**1.8 Province Records**

- (a) The Province shall be entitled at its own cost within 180 days after the Effective Date to deliver up to Project Co all or any of the existing records (or copies thereof) of the Province (which may include existing records (or copies thereof) of BCTFA) in respect of the Project, the Project Work, the Project Infrastructure and the Project Site or any part thereof, together with a written description of the state of such records (the "**Province Records Description**").
- (b) Project Co shall be deemed to have agreed with the Province Records Description unless, within 20 Business Days of receipt thereof by Project Co, Project Co notifies the Province of any discrepancies between the Province Records Description and the actual state of the Province's records delivered to Project Co pursuant to Section 1.8(a) of this Schedule.
- (c) The parties shall within 15 Business Days of receipt by the Province of any notice served by Project Co in accordance with Section 1.8(b) of this Schedule use all reasonable efforts to agree on any necessary amendments to the Province Records Description, and failing such agreement within such period a party may refer the matter to the Dispute Resolution Procedure.
- (d) Project Co shall, at its own cost, retain the Province records delivered to Project Co pursuant to Section 1.8(a) of this Schedule in safe storage and in the state described in the Province Records Description, and such Province Records shall be treated for all purposes of this Agreement as though they were part of the Records referred to in Section 1.1 [Project Co Records] of this Schedule, provided that:
  - (i) Project Co shall not be required to retain such Province Records in any other state than that described in the Province Records Description; and
  - (ii) such Province Records shall be kept separate from other Records, shall be clearly identified as records of the Province subject to the *Information Management Act* (British Columbia), and shall not be marked, altered, destroyed, or disposed of without prior written authorization from the Province.

**PART 2  
REPORTS AND INFORMATION**

**2.1 Required Reports**

Project Co shall submit to the Province, in accordance with this Agreement, all reports (collectively, the "**Reports**") provided for or specified in or required under the provisions of this Agreement and the Project Requirements.

## **2.2 Number and Time**

All Reports shall be submitted in such number and by such times as required by this Agreement or the applicable Project Requirements or, where no such number or time is so specified, in such number and by such time as may be reasonably required by the Province.

## **2.3 Form**

- (a) Unless otherwise specified in this Agreement, including the applicable Project Requirements, the Reports shall be in such form as reasonably required by the Province or, where a Report is required to be submitted periodically, in the same form as such Report was previously submitted until otherwise required by the Province.
- (b) At the request of the Province, each Report shall be accompanied by a copy of such Report or any part thereof for electronic storage in such form and compatible with such software as the Province reasonably requires.

## **2.4 Further Information**

Project Co shall at any time and from time to time at its own cost provide the Province with such further or other information with respect to the Project, the Project Work, the Project Infrastructure and the Project Site as the Province may reasonably require.

## **2.5 Objections to Reports**

- (a) If the Province considers that any Report either has not been compiled in accordance with the provisions of this Agreement or has been based on erroneous information or data, then the Province may serve a notice objecting to such Report on Project Co within 30 days of receipt of such Report.
- (b) If any objection under Section 2.5(a) of this Schedule has not been resolved by agreement between the Province and Project Co within 14 days after the service of such notice, then either of the Province or Project Co may refer the matter to the Dispute Resolution Procedure for determination.

## **2.6 Revisions to Reports**

If the resolution (whether by agreement or determination under the Dispute Resolution Procedure) of any objection made by the Province pursuant to Section 2.5(a) of this Schedule requires any revision or adjustment to any Report, then Project Co shall as soon as practicable issue revised versions of each affected Report and such revised Report shall for all purposes of this Agreement take the place of the original Report.

## **2.7 Financial Reporting**

- (a) Project Co shall provide to the Province:
  - (i) as soon as possible and in any event within 60 days after the end of the first six months of each of its financial years, certified true copies of the unaudited financial statements of Project Co and, if appropriate, consolidated financial

statements of Project Co and any subsidiaries as at the end of and for that six month period;

- (ii) as soon as they shall have been finalized and in any event no later than 120 days after the end of each of its financial years, certified true copies of the audited financial statements of Project Co and, if appropriate, consolidated financial statements of Project Co and any subsidiaries in respect of that period (prepared in accordance with GAAP), together with copies of all related directors' and auditors' reports; and
  - (iii) at any time and from time to time upon the Province's request, a current tax verification letter issued by the Province of British Columbia's Ministry of Finance verifying that Project Co meets its applicable British Columbia corporate income tax filing obligations and provincial sales tax filing and payment obligations, and shall cause each of the Design-Build Contractor, Ghella Canada Ltd. and Acciona Infrastructure Canada Inc. (and their respective assignees and successors), and any additional partners of the Design-Build Contractor to obtain and provide the same.
- (b) If at any time after the provision to the Province of the documents referred to in Section 2.7(a) of this Schedule the Province notifies Project Co of any matter of concern to the Province arising in connection with such documents, Project Co shall instruct its auditors to prepare as soon as reasonably practicable a report on such matter, giving such further information, amplification or explanation as is reasonable having regard to the contents of the Province's notification and shall provide the Province with a copy of such report within seven days of Project Co's receipt of it from its auditors.