

This **AUTOMOTIVE BUSINESS REGULATORY SERVICES DELEGATION AGREEMENT** is dated for reference the 1<sup>st</sup> day of October, 2012

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA  
AS REPRESENTED BY THE MINISTER OF SERVICE ALBERTA  
(the "Minister")**

- and -

**ALBERTA MOTOR VEHICLE INDUSTRY COUNCIL**  
a society incorporated under the *Societies Act*, RSA, Ch. S-14  
("AMVIC")

(the "Parties")

## **Background**

### **1. Purpose**

The purpose of this contract is to establish an agreement between the Minister and the AMVIC concerning their respective legal roles and responsibilities relating to delegations to the AMVIC under the *Fair Trading Act* (the "Act"). A clear understanding of the respective roles and responsibilities of the Ministry and the AMVIC contributes to effective agency operations and service delivery.

### **2. Governing Legislation**

In relation to the automotive business, AMVIC is responsible for enforcing and administering the following legislation: the *Fair Trading Act*; the *Automotive Business Regulation*; the *Cost of Credit Disclosure Regulation*, and the *Internet Sales Contract Regulation*.

### **3. Delegation**

The delegated powers and duties for AMVIC are identified in the Director's Delegation Document which is attached as Schedule "A".

### **4. Independence of AMVIC**

AMVIC in its regulatory role operates independently from government. This recognizes the well-accepted principle that regulatory decisions of boards like

AMVIC must be made and must be seen by the participants and the public at large to be made, independently and impartially.

5. Government Responsibility for Appropriate Delegation

Although operating independently with respect to regulatory decision-making, AMVIC also falls within the responsibility of the Minister and is accountable to the legislature and ultimately the public through that Minister. The Minister, including the Director of Fair Trading, reviews how delegated functions are carried out, consistent with reasonable review of the appropriateness of their delegations.

6. Independence of the Legislature

AMVIC acknowledges that the Legislature of Alberta, the Lieutenant Governor in Council and the Minister each have unfettered discretion to amend or repeal any legislation passed by any of them, including legislation relating to AMVIC.

7. Independence of the Director of Fair Trading.

AMVIC acknowledges that the Director of Fair Trading has unfettered discretion to amend or rescind any delegation, including delegations to or relating to AMVIC.

8. Further Delegation

The Parties acknowledge that the Director's Delegation Document gives AMVIC the power to further delegate in accordance with s.174 of the Act. AMVIC has an unfettered right to update, amend or rescind such further delegation.

9. Further Delegation - Independence

AMVIC acknowledges that if it further delegates duties and powers, some of such delegated duties and powers of the Director may require exercise of independent decision making and, for that purpose, AMVIC acknowledges that it will not interfere with the independent exercise of these statutory functions, but that it will review how those functions are carried out, consistent with reasonable supervision of the appropriateness of their delegation.

10. FOIP

Some responsibilities under the *Freedom of Information and Protection of Privacy Act* ("FOIP") have been delegated from AMVIC to the Minister by a separate document.

The parties acknowledge that they are bound by FOIP and will govern themselves accordingly at all times.

AMVIC acknowledges that it is a public body under FOIP

11. Updated and Revised Delegations

From time to time, delegations may be updated and revised by AMVIC and by the Director of Fair Trading. Updates and revisions of the attached delegations shall automatically replace the existing attachments.

**The Minister and AMVIC Agree As Follows:**

**ARTICLE 1 – DEFINITIONS**

1.1 In this Agreement:

“Act” or “FTA” means the *Fair Trading Act*.

“Agreement” means this Automotive Business Regulatory Services (“ABR Services”) Delegation Agreement as amended, and includes:

- (a) the Schedules which are incorporated into and form part of this Agreement, and
- (b) a Protocol developed under Article 18.3 (Communications Protocol).

“Automotive Business Regulatory Services” or “ABR Services” means the operations and the delegated activities and other activities described in Article 4, the Director’s Delegation Document, and Schedule “A” attached hereto.

“Delegated Activities” means the powers, duties and functions delegated to AMVIC under the FTA, its regulations, the Director’s Delegation Document and this Agreement.

“Director’s Delegation Document” means the instrument by which the Director delegates his powers to a body like AMVIC, pursuant to s. 136 of the FTA and includes any replacement delegation.

“Director” means the director of the FTA.

“Effective Date” means October 1, 2012.

“Records” means records as defined under the *Freedom of Information and Protection of Privacy Act* (“FOIP”) R.S.A. 2000, Ch. F-25, as amended, which are received, obtained, used, or produced during the delivery of ABR Services.

"Regulations" means the regulations made or to be made, amended or to be amended under the Act.

"Termination" includes termination by the expiration of this Agreement.

## **ARTICLE 2 – EFFECTIVE DATE AND TERM**

### **EFFECTIVE DATE**

2.1 This Agreement is made as of the Effective Date.

### **TERM**

2.2 Notwithstanding the actual date of execution of the Agreement, the term of this Agreement is three (3) years commencing on October 1, 2012 and ending on September 30, 2015.

2.3 The parties may renew this Agreement prior to its termination on such terms as the parties may agree.

2.4 Either party may ask the other party for a review of the Agreement when advisable.

2.5 The Parties may renew this Agreement for additional terms.

2.6 The parties shall use best efforts to advise each other as to the major issues that will need resolution in a renewed agreement six (6) months in advance of the date of the expiration of the term.

## **ARTICLE 3 – DELEGATION AND RESPONSIBILITIES**

3.1 AMVIC agrees to accept the delegation in the Director's Delegation Document and agrees to perform the roles and responsibilities delegated to it.

3.2 Without limiting the generality of the foregoing, AMVIC agrees to perform the Delegated Activities that make up most of the ABR Services as set out in Schedule "A".

3.3 AMVIC agrees to:

- (a) maintain a code of conduct for board members, officers, employees and agents; and

- (b) maintain appropriate policies and procedures for reviewing complaints regarding the manner in which AMVIC carries out the Delegated Activities.
  - (c) maintain a code of conduct for Peace Officers through the Peace Officer Act.
- 3.4 AMVIC shall ensure that it develops and enforces appropriate operating policies for its board members, officers, employees and agents to ensure compliance with:
- (a) requirements in this Agreement relating to personal information;
  - (b) requirements in this Agreement relating to Confidential Information;
  - (c) requirements in this Agreement relating to Records;
  - (d) FOIP;
  - (e) the *Records Management Regulation 224/2001*; and
  - (f) where reasonable, other provisions of this Agreement.
- 3.5 AMVIC agrees that it will directly pay all costs associated with appeals and arbitrations under the Act and Regulations and that payment of appeal panel members under Part 15 of the Act shall be at the rates established by the Government of Alberta.
- 3.6 Nothing in this Agreement is intended to, nor shall,
- (a) interfere with AMVIC's proper exercise of any statutory powers of decision;
  - (b) authorize the Minister or AMVIC to interfere with or overturn the exercise of the statutory powers of the Director of Fair Trading;
  - (c) authorize the Minister or AMVIC to interfere with or overturn the exercise of the powers of a peace officer; and
  - (d) limit, expand, alter or in any way affect the Director's Delegation Document.

## **ARTICLE 4 – RESPONSIBILITY FOR AUTOMOTIVE REGULATORY SERVICES AND PEACE OFFICERS**

- 4.1 The ABR Services shall be as set out in the attached Schedule “A”, attached hereto.
- 4.2 AMVIC
- (a) shall conform to the requirements determined to be necessary by the Province from time to time for the employment of peace officers;
  - (b) shall employ a sufficient number of individuals as peace officers to provide an adequate level of province wide enforcement;
  - (c) shall immediately notify the Minister and the Director of Law Enforcement if it appears that AMVIC may be unable to continue to act as an employer of peace officers, and in this event AMVIC shall cooperate fully with the Minister and the Director of Law Enforcement to ensure a smooth transition of the peace officers functions and duties to any subsequent authority;
  - (d) acknowledges that information gathered from the RCMP and any municipal or regional police services may be subject to the *Privacy Act* (Canada), the *Access to Information Act* (Canada), and the *Freedom of Information and Protection of Privacy Act* (FOIP); and
  - (e) agrees and expressly undertakes to protect and hold in confidence all information furnished to it by any police service and except as may be required by law, AMVIC will prevent and protect such information from unauthorized disclosure, use, possession or knowledge by AMVIC employees, agents, consultants, or other persons.

## **ARTICLE 5 – FEES AND CHARGES AND ASSESSMENTS**

- 5.1 AMVIC’s collection of money by the levy of assessments on licensees shall, in accordance with s. 136 (8) of the *Act*, be approved by the Minister.
- 5.2 AMVIC may set fees or charges that are not part of the Delegated Activities or that are not covered by the *Act* or the *Regulations* but must provide the Minister with written notice 30 days before the fee is announced.
- 5.3 In connection with the collection contemplated by Articles 5.1 and 5.2, to the extent applicable, AMVIC shall collect and remit Goods and Services Tax to the applicable authority.

## **ARTICLE 6 – ACCOUNTABILITY**

### **BUSINESS PLAN**

- 6.1 Each year, prior to the end of its fiscal year, AMVIC will:
- (a) prepare a business plan for the next three fiscal years; and
  - (b) provide a copy of the business plan to the Minister.
- 6.2 The business plan will include:
- (a) goals
  - (b) annual performance objectives
  - (c) strategies for achieving the performance objectives; and
  - (d) the performance measures that will be used to evaluate whether or not the goals and objectives are being met.

### **ANNUAL REPORT**

- 6.3 AMVIC shall perform the ABR Services and its other activities in a manner generally consistent with the business plan.
- 6.4 No later than six (6) months after AMVIC's fiscal year-end, AMVIC shall provide the Minister with a report on the previous year's business plan.

### **AUDITS**

- 6.5 During the term of this Agreement, AMVIC shall provide to the Minister, six (6) months after AMVIC's fiscal year-end, a copy of the audited annual financial statements prepared in accordance with Generally Accepted Accounting Principles.
- 6.6 The Minister may cause an audit of the books and records of AMVIC to be conducted at any time the Minister deems such audit appropriate. AMVIC shall make all its books and records available to the Minister during such audit.

### **REVIEWS**

- 6.7 An operational review will be completed once every three years by the Minister. Prior to meeting with AMVIC, the Minister will provide AMVIC with a copy of the review criteria and objectives. The Minister will provide AMVIC with a written

report of the review findings and recommendations based on the criteria. The report will include an assessment of AMVIC's completion of its obligations during the period covered by the review. A copy of the report will be given to each member of the Board.

- 6.8 Notwithstanding 6.7, the Minister may undertake a review of AMVIC's operations at any time.
- 6.9 AMVIC will respond to the recommendations, if any, in a review within 60 days or such other time as the Minister may specify in writing.

## **ARTICLE 7 – REPRESENTATIONS**

### **AMVIC**

- 7.1 AMVIC represents to the Minister as follows, acknowledging that the Minister is relying on these representations during the currency of this Agreement, unless AMVIC immediately notifies the Minister to the contrary as soon as the following are known or become known to AMVIC:

#### **INCORPORATION AND ORGANIZATION OF AMVIC**

- (a) AMVIC is a society duly incorporated and organized, is validly subsisting and is in good standing under the laws of the Province of Alberta; AMVIC will continue to be in good standing under the laws of Alberta under which it is incorporated.

#### **BYLAWS AND MEMBERS OF AMVIC**

- (b) AMVIC will ensure throughout the term that the bylaws and society members of AMVIC are in all respects acceptable to the Minister, acting reasonably.

#### **CORPORATE CAPACITY**

- (c) AMVIC has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The executing and delivery of this Agreement and the assumption of duties and responsibilities herein contemplated have been duly authorized by all necessary corporate action by AMVIC. The person(s) executing this Agreement on behalf of AMVIC has been duly authorized to do so, and AMVIC will be fully bound by such execution;



#### NECESSARY SKILL, EXPERIENCE AND EXPERTISE

- (d) AMVIC has or will acquire as soon as reasonably practicable the necessary skill, experience and expertise to carry out the ABR Services;

#### RESTRICTIONS

- (e) AMVIC acknowledges that it will not, without the Director's prior written consent, do any of the following:
  - a. allow changes to be made to the bylaws and objects of AMVIC;
  - b. transfer any membership, nor approve the addition of any new society members of AMVIC;
  - c. engage in new activities in conflict with those set out in the Director's Delegation Document;
- (f) AMVIC acknowledges that it will not, without the Minister's prior written consent, do any of the following:
  - a. provide financial assistance, including without limitation, loan, guarantees, or equity investments to third parties, subsidiaries or affiliates as these forms are defined in the Business Corporations Act (Alberta);
  - b. invite the public to subscribe for securities of AMVIC;

#### COMMUNICATIONS

- (g) Subject to any communications Protocol under article 18.3, AMVIC shall consult with the Minister prior to releasing any public announcements or issue any press or news releases regarding its operation or the automotive industry.

#### REPRESENTATIONS OF THE MINISTER

- 7.2 The Minister represents and warrants to AMVIC as follows, acknowledging that AMVIC is relying on these representations:

#### MINISTERIAL AND DIRECTOR AUTHORITY

- (a) The Minister is entitled at law to enter into this Agreement and the Director is authorized to delegate his duties and responsibilities under the Director's Delegation Document.

## **ARTICLE 8 – FREEDOM OF INFORMATION AND CONFIDENTIALITY**

### **FOIP RESPONSIBILITIES**

8.1 The Parties acknowledge that they are bound by FOIP and will govern themselves accordingly at all times. AMVIC agrees to comply with the provisions in Schedule “B”.

### **CONFIDENTIALITY**

8.2 AMVIC acknowledges that certain information must be treated as confidential. Such confidential information includes:

- (a) information, whether emanating from databases or any other electronic source, made available to AMVIC by the Minister on a confidential basis; and
- (b) internal Alberta Government information and intergovernmental information,

all of which are collectively referred to as “Confidential Information”. Except as expressly permitted in this Article or required by law, AMVIC shall not disclose the Confidential Information or communicate Confidential Information to any person without the Minister’s prior written consent.

## **ARTICLE 9 – RECORDS: CUSTODY, ACCESS AND PRIVACY**

### **TRANSFER OF RECORDS**

9.1 The Parties agree to transfer all Records between them in accordance with FOIP.

### **USE AND RETENTION**

9.2 AMVIC agrees to retain and use any Records received, obtained, or produced during the delivery of ABR Services in accordance with the provisions of Schedule “B”.

### **TERMINATION**

9.3 In the event that:

- (a) this Agreement is terminated for any reason;

- (b) the Director ceases to delegate powers to AMVIC by the Director's Delegation Document;
- (c) AMVIC has commenced proceedings to discontinue or wind up; or
- (d) AMVIC is discontinued or wound up,

AMVIC shall immediately deliver the Records and any other documents received, obtained, used, or produced during the delivery of ABR Services into the possession of the Minister.

- 9.4 In the events in 9.3, AMVIC shall not use or disclose any Records, information or other documents received, obtained, used, or produced during the delivery of ABR Services for any purpose.

#### **ARTICLE 10 - STATUTORY COMPLIANCE**

- 10.1 AMVIC shall comply with the provisions of all laws; now in force or in force after the signing of this contract, that expressly or by implication apply to AMVIC in respect to this contract.

#### **ARTICLE 11 – DISCLOSURE BY MINISTER**

- 11.1 AMVIC hereby expressly consents to the disclosure of this Agreement and its contents by any means chosen by the Minister including, without limitation, tabling it before the Legislature.

#### **ARTICLE 12 – HOLD HARMLESS**

- 12.1 The Minister is not liable for any loss arising from the exercise of the powers and performance of the duties delegated to AMVIC including agreements and other commitments entered into or assumed by AMVIC.
- 12.2 AMVIC shall indemnify and hold harmless the Minister from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which AMVIC is legally responsible, including those arising out of negligence or willful acts by AMVIC, or the AMVIC's employees or agents.
- 12.3 Subject to 12.1, the Minister shall indemnify and hold harmless AMVIC from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Minister is legally responsible, including those arising out of negligence or willful acts by the Minister or the Minister's employees or agents.

### **ARTICLE 13 – INSURANCE**

- 13.1 AMVIC, at its own expense and without limiting its liabilities herein, agrees to insure its operations under a contract of General Liability Insurance, in accordance with the *Alberta Insurance Act*, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss thereof.
- 13.2 The insurance required under item 13.1 shall be endorsed to provide the Minister with 30 days advance written notice of cancellation.
- 13.3 AMVIC shall require and ensure that each subcontractor or subconsultant obtains and maintains comparable insurance to that set forth in item 13.1.
- 13.4 AMVIC shall provide evidence of all required insurance, in the form of a detailed certificate of insurance, at any time requested by the Minister.

### **ARTICLE 14 – SURVIVAL**

- 14.1 The following articles shall survive termination or expiry of this contract:
  - (a) Annual Report – Articles 6.3 and 6.4
  - (b) Review – Article 6.7 and 6.8 and 6.9
  - (c) Audit – Article 6.5 and 6.6
  - (d) Freedom of Information and Confidentiality – Article 8
  - (e) Records – Article 9
  - (f) Transition Plan – Article 16.4
  - (g) Hold Harmless – Article 12, and
  - (h) Statutory Compliance – Article 10

## **ARTICLE 15 – DEFAULT**

### **EVENTS OF DEFAULT**

- 15.1 The following constitute events of default entitling the Minister to terminate this Agreement immediately:
- (a) AMVIC abandoning or ceasing operations connected with the delivery of the ABR Services;
  - (b) Dissolution, bankruptcy, insolvency, or winding-up of AMVIC;
  - (c) AMVIC transferring all or substantially all of its assets other than in the normal course of business; or
  - (d) AMVIC failing to obtain the Minister's prior consent where required under Article 8.2.

### **NO CURE RIGHTS**

- 15.2 AMVIC shall have no right to cure an event of default under this Article.

### **TRANSITION**

- 15.3 Article 16.4 applies to a termination under this article.

## **ARTICLE 16 – DISPUTE RESOLUTION**

- 16.1 The Parties agree to use their best efforts to resolve any disputes between them as efficiently and cost effectively as possible.
- 16.2 At all relevant times, the Parties will:
- (a) make bona fide efforts to resolve all disputes by negotiations in good faith;
  - (b) ensure their representatives will meet, negotiate in good faith and try to resolve each dispute without litigation, controversy or any claims arising from this Agreement, or breach of it; and
  - (c) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.
- 16.3 If a dispute cannot be resolved through negotiations in good faith, the Parties agree to participate in mediation with a mutually acceptable mediator.

- 16.4 The Parties will share the cost of the mediator equally and bear their own costs of mediation.
- 16.5 If the Parties cannot agree on a mediator they will retain a service, such as but not limited to Alberta Arbitration and Mediation Society or Canadian Foundation for Dispute Resolution, to arrange for mediation.
- 16.6 No evidence of anything said, or of any admission or communication made, in the course of the negotiations or mediation is admissible in any legal proceeding, except with the consent of both Parties.
- 16.7 This Article is not applicable to events of default described in Article 14 or termination under Article 16 unless the Parties expressly agree. The Minister may withhold agreement in his sole discretion.

## **ARTICLE 17 – TERMINATION**

### **TERMINATION WITHOUT CAUSE**

- 17.1 Either Party may terminate this Agreement on six (6) months notice without cause.

### **DELEGATION CEASING**

- 17.2 This Agreement is automatically terminated if the AMVIC ceases to have any delegated powers of the Director of Fair Trading.

### **TRANSITION**

- 17.3 If this Agreement is terminated or a notice of termination has been given, the parties shall, if requested in writing by the Minister:
- (a) jointly prepare a transition plan;
  - (b) cooperate in good faith to bring about a smooth and orderly transition; and
  - (c) shall utilize reasonable efforts to minimize the cost associated with a transition plan.

## **ARTICLE 18 – CONTACTS, COMMUNICATIONS AND NOTICES**

### **CONTACTS**

- 18.1 Each of the parties will designate an administrator and an alternate who will be the primary contact for all issues, and communications related to this Agreement and the administration of the Act and Regulations, and will keep the other informed of the names of its administrator and alternate.

### **MEETINGS**

- 18.2 The parties will make reasonable efforts to meet regularly to discuss any matters necessary for the proper administration of the Act and Regulations.

### **COMMUNICATIONS PROTOCOL**

- 18.3 The parties may develop a communications Protocol describing their responsibilities for addressing any inquiries from, complaints from, and issues raised by consumers, businesses, licensees, registrants, the public, media or government that may arise during AMVIC's administration of the Act and Regulations. A communications Protocol may contain provisions over-riding provisions of this Agreement. If approved by the Minister and AMVIC in writing, such a Protocol would be attached as Protocol "1" to this Agreement.

### **NOTICES**

- 18.4 All notices, documents, or reports under this Agreement will be in writing and delivered in person, by mail, or by facsimile to all of the following:

- (a) AMVIC as follows:

Alberta Motor Vehicle Industry Council  
#303, 9945 – 50<sup>th</sup> Street  
Edmonton, Alberta  
T6A 0L4

Attention: Chairman of the AMVIC Board  
Facsimile number: (780) 462-0633

- (b) the Minister as follows:

Director of Fair Trading  
3<sup>rd</sup> Floor, Commerce Place  
10155 102 Street NW  
Edmonton AB T5J 4L4

Facsimile number: (780) 427 3033

#### **DELIVERY OF NOTICES**

- 18.5 Any notice hand delivered will be deemed to be received on the date of delivery. Any notice mailed will be deemed to be received 72 hours after the date it was postmarked. Any notice sent by facsimile will be deemed received on the business day following dispatch. If mail or facsimile services are interrupted by strike, slow down, force majeure or other cause after a notice has been sent, the notice will not be deemed to have been received until actually received.

#### **CHANGE OF ADDRESS FOR NOTICES**

- 18.6 Any Party may change the address or facsimile number for the receipt of notices, upon notice to the other Parties.

### **ARTICLE 19 – ENTIRE AGREEMENT**

- 19.1 This Agreement contains the entire agreement between the Parties relating to the subject matter herein and there are no other oral agreements, statements, representations, collateral agreements, undertakings, conditions or agreements whatsoever.
- 19.2 The Background and any attachments to the Background do not form part of this Agreement and is not intended to create legally binding obligations.

### **ARTICLE 20 – GENERAL PROVISIONS**

#### **AMVIC RESPONSIBLE**

- 20.1 Except as expressly set out in the *Act*, the Regulations and Director's Delegation Document the Minister will have no responsibilities arising from the exercise of the powers, duties or functions delegated to AMVIC, or with respect to the delivery of the ABR Services, including:
- (a) agreements and other commitments assumed by AMVIC; and
  - (b) all obligations incurred by AMVIC on or after March 22, 1999.

#### **No AGENCY**

- 20.2 No partnership, joint venture, or agency will be created or deemed to be created by this Agreement or any action of the parties under this Agreement.



#### **EACH PARTY'S EMPLOYEES INCLUDED**

20.3 Every right, exemption from liability, defense and immunity of whatsoever nature applicable to each party or to which they are entitled hereunder shall also be available and shall extend to protect each agent, director and employee of that Party acting in the course of, or in connection with, his employment. For the purposes of all foregoing provisions of this Article, each Party is, or shall be deemed to be, acting as agent or trustee on behalf of each person who is or who becomes the agent, director or employee of that party from time to time.

#### **AMENDMENT**

20.4 This Agreement may be changed by an amendment in writing, signed by authorized representatives of the Parties, but not otherwise.

#### **ASSIGNMENT**

20.5 This Agreement is not assignable by either Party.

#### **ENUREMENT**

20.6 This Agreement will enure to the benefit of, and be binding upon, the Parties, their successors, and permitted assigns.

#### **FURTHER ASSURANCES**

20.7 Each of the Parties agrees to do such further acts or things and to execute and deliver such further documents, agreements and assurances as are reasonably required to give effect to the terms of this Agreement, at the time this is required.

#### **NO WAIVER**

20.8 No provision of this Agreement will be deemed to be waived unless such waiver is in writing. A waiver of a default committed by either Party will not extend or be deemed to extend to any other default.

#### **RESPONSIBILITY FOR COSTS AND DISBURSEMENTS**

20.9 Each Party will be responsible for the payments of all costs, expenses or legal fees or disbursements it incurred in negotiating and preparing this Agreement.

#### **SEVERABILITY**

20.10 The invalidity of any provision in this Agreement will not affect the validity of the Agreement or any other provision in it. This Agreement will be construed as if any invalid provision was severed from it.

## **TIME**

20.11 Time is, and will remain, of the essence of this Agreement.

## **INTERPRETATION**

20.12 In this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) words imparting one gender include all genders;
- (c) a reference to a person includes a body corporate and a body politic;
- (d) headings are included for reference only and do not form part of this Agreement;
- (e) a reference to dollars or amounts of money means lawful money of Canada;
- (f) a reference to an obligation includes representations and warranties;
- (g) a reference to a statute, regulation or provision thereof means the statute, regulation or provision as amended or superseded;
- (h) "herein", "hereof", "hereunder" and similar expressions refer to the whole Agreement and not to one article only; and
- (i) a reference to an individual by his name of office means the person holding that office or the successor of that office.

## **GOVERNING LAW**

20.13 This Agreement will be governed by the laws in force in the Province of Alberta, and the Parties attorney to the exclusive jurisdiction of the courts of the Province of Alberta.

## **CONTRA PROFERENTUM**

20.14 The contra proferentum rule will not apply to the interpretation of this Agreement.

**COUNTERPART EXECUTION**

20.15 This Agreement may be signed and delivered in counterpart.

The parties have made this contract,

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA  
AS REPRESENTED BY THE MINISTER OF SERVICE ALBERTA**

**MINISTER OF SERVICE ALBERTA**

Date: NOV 26/12 By: "original signed by"  
Manmeet Bhullar  
Minister

**ALBERTA MOTOR VEHICLE INDUSTRY COUNCIL**

Date: OCT. 17th 2012 "original signed by"  
Keith Williams  
Chair

## **SCHEDULE "A"**

### **DELEGATED ACTIVITIES**

**With respect to the automotive business, the Director's powers, duties and functions under the Act including:**

1. Licensing and registration administration under the *Fair Trading Act* and the *Automotive Business Regulation*.
2. Investigations, claims and enforcement arising from complaints under the *Fair Trading Act*, the *Automotive Business Regulation*, the *Cost of Credit Disclosure Regulation* and the *Internet Sales Contract Regulation*.
3. Establishment and administration of the compensation fund.
4. Establishment of educational programs for consumers and industry members in relation to automotive businesses.

## **SCHEDULE "B"**

### **FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY REQUIREMENTS AND RECORDS MANAGEMENT**

#### **1. Statute**

AMVIC acknowledges that the Government of Alberta is subject to the *Freedom of Information and Protection of Privacy Act* ("FOIP") and AMVIC agrees to act in accordance with FOIP for the purposes of this Agreement and the Director's Delegation Document.

#### **2. Personal Information**

In this Schedule, "personal information" has the same meaning as in s. 1 (n) of FOIP.

#### **3. Collection, Use and Disclosure**

- (1) Notwithstanding any other provision of this Agreement, AMVIC acknowledges that personal information may only be collected, used and disclosed in accordance with FOIP.
- (2) Any collection, use or disclosure of personal information shall only be for the purposes reasonably related to the performance of this Agreement and the Director's Delegation Document.
- (3) At the termination of this Agreement, AMVIC shall not use or disclose any personal information obtained, collected or compiled as a result of this Agreement and the Director's Delegation Document for any purpose.

#### **4. Accuracy and Completeness**

AMVIC will make every reasonable effort to ensure that personal information that is, or is to be, used to make a decision that directly affects an individual is both complete and accurate.

#### **5. Correction**

AMVIC acknowledges that individuals have the right to request the Minister to correct personal information that AMVIC, its employees, directors and agents may have either received from the public or collected or compiled about an individual. AMVIC undertakes to make any

correction or annotation required by s. 36(1) of FOIP within five (5) working days of receiving notice and direction to do so by the Minister.

**6. Protection of Personal Information**

AMVIC must protect personal information in its custody by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal of personal information.

**7. Management of Records**

AMVIC acknowledges that all records received, obtained and produced under this Agreement must be managed in accordance with the *Records Management Regulation 224/2001*.

**8. Personal Information Banks**

AMVIC will develop and maintain Personal Information Banks as required by FOIP.

**9. Duty to Report**

(1) If AMVIC is aware or suspects that:

- (a) there has been a breach of FOIP by its board members, officers, employees or agents; or
- (b) personal information may have been stolen or copied without authorization;

it shall notify the Minister by telephone immediately and follow-up in writing in the form established by the Minister within 2 days of the initial contact.

(2) If AMVIC receives a request to obtain information that appears to be made pursuant to FOIP, AMVIC shall immediately refer the request to the Minister.

(3) AMVIC will cooperate with the Minister with respect to FOIP requests for AMVIC records and in any investigation or inquiry before the Office of the Information and Privacy Commissioner regarding the processing of a FOIP request or non-compliance with the FOIP.

- (4) Without limiting the generality of (3), upon receipt of a request from the Minister, AMVIC will provide the Minister with all relevant records within the timeframes specified by the Minister.
- (5) A telephone notice to the Minister in (1) shall be given to the FOIP Manager at 780-415-8560.
- (6) A notice in (2) and a referral under (3) sent to the Minister; addressed as follows:  
  
Attention: FOIP Manager, Legislative and FOIP Services, Service Alberta  
Address: 3<sup>rd</sup> floor, 10155-102 St., Edmonton, Alberta T5J 4L4  
Fax: 780- 422-7060
- (7) The records in (4) shall be delivered to the address specified in the Minister's request.
- (8) The contact information in (5) and (6) may be changed by notice in writing to AMVIC.
- (9) Clauses (2)-(8) do not apply if AMVIC ceases to delegate its FOIP responsibilities to the employees of the Minister.