

SCHEDULE 14

RECORDS AND REPORTS

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SCHEDULE 14

RECORDS AND REPORTS

1. GENERAL REQUIREMENTS

- (a) Project Co will retain and maintain all the records (including superseded records) referred to in Section 2 of this Schedule as follows:
- (1) in accordance with this Schedule and other applicable terms of this Agreement;
 - (2) in an organized manner;
 - (3) in a form that is capable of audit;
 - (4) in accordance with the requirements of Good Industry Practice;
 - (5) having due regard to the guidelines and policies of the Office of the Information and Privacy Commissioner for British Columbia;
 - (6) in accordance with Project Co's normal business practices; and
 - (7) in accordance with GAAP.
- (b) Wherever practical and unless otherwise agreed, Project Co will retain and maintain original records in hard copy form. Project Co will also maintain all electronic data and records in readable and accessible form.
- (c) Any drawings or plans required to be made or supplied pursuant to this Agreement will be of a size appropriate to show the detail to be depicted clearly without magnifying aids. If by prior agreement with Project Co the Province has agreed to accept microfilm, microfiche or other electronic storage media (which must include secure back up facilities), Project Co will make or supply, or have made or supplied, drawings and other documents in such agreed upon form.
- (d) Project Co will retain and maintain all records referred to in Section 2 of this Schedule, all in sufficient detail, in appropriate categories and generally in such a manner to enable each party to comply with its obligations and exercise its rights under this Agreement.
- (e) Project Co will maintain all records for the period specified for such records in Section 2 of this Schedule and if no period is specified, for not less than 15 years.
- (f) Prior to destroying or disposing of any records required to be maintained under Section 2 of this Schedule, Project Co will give the Province 60 days' notice of Project Co's intention to destroy or dispose of records. If within such 60 day period the Province gives notice to Project Co that the Province wishes to receive any of the records, then Project Co will, at the cost and expense of the Province, deliver up such records to the Province in the manner and at the location or locations as the Province specifies, acting reasonably.
- (g) Project Co will provide a comprehensive computerized information management system which will include:
- (1) records and information related to the Design, the Construction, the Facility and all Services delivered under this Agreement;

- (2) access by the Province (through online web access or other access acceptable to the Province) to all such information such that the Province will be able to read, copy, download and search all such records without licence or payment;
 - (3) hardware and software which operate the information management and communications systems and which interface with the Province's information technology systems, provided that any changes required and resulting from an upgrade to, or change by, the Province to its system will be paid for by the Province;
 - (4) backup and storage in safe custody of the data, materials and documents in accordance with Good Industry Practice; and
 - (5) records and details of specific license requirements.
- (h) Within 30 days after the end of each Contract Year, Project Co will deliver to the Province a report, as reasonably requested by the Province in connection with the Province's financial reporting, detailing to the best of Project Co's knowledge at the time of any such report any and all liabilities, claims and demands, including contingent liabilities, claims and demands, that Project Co has or may have against the Province or that may be owing by the Province to Project Co. The parties acknowledge and agree that the contents of any such report or the failure to mention any matter in any such report will not limit either party's rights or remedies against the other party as contemplated by this Agreement.
 - (i) Project Co will provide to the Province not later than 120 days after the end of each fiscal year of Project Co, a copy of Project Co's audited financial statements prepared in accordance with GAAP, consistently applied, together with copies of all related directors' and auditors' reports and all other notices and circulars to shareholders or partners, all of which documents will be treated by the Province as Confidential Information of Project Co.
 - (j) The Province and its employees, agents and other representatives may at any time at the Province's expense conduct an audit, examination or investigation of all the records (including superseded records) referred to in this Schedule and Project Co will make available its facilities and records and provide reasonable assistance, including providing copies, in the conduct of, and without limiting Schedule 6 [Changes, Minor Works and Innovation Proposals] implement any recommendations from the Province arising from, the audit, examination or investigation.

2. RECORDS TO BE KEPT

Project Co will retain, and will require its Project Contractors to retain, the following:

- (a) this Agreement, its Schedules, the Project Contracts, Senior Financing Agreements and all other documents and instruments in respect of any financing, including all amendments to such agreements for a period of six years after the Termination Date;
- (b) the Financial Model, including the following in respect of the Financial Model:
 - (1) all prior versions;
 - (2) all amendments and modifications;
 - (3) all related or incidental reports; and

- (4) written operating instructions in sufficient detail to allow the Province to access and review all formulas, coding, data and other inputs;
- (c) the as-built drawings, plans, records and other Construction documentation described in Schedule 2 [Design and Constructions Protocols], Schedule 3 [Design and Construction Specifications] and Schedule 4 [Services Protocols and Specifications] for a period of six years after the Termination Date, including any revisions or amendments to such documents (copies of all such documents will be kept at the Facility and made accessible to the Province at all times), including up-to-date CAD drawings for the Facility and all Services, linked to, and compatible with, the Province's information systems;
- (d) all documents relating to the appointment and supervision of Project Co's Design and Construction Representative and the Independent Certifier for a period of six years following the Service Commencement Date;
- (e) all documents relating to all Permits, including applications, refusals and appeals, for a period of six years after the expiry date of the relevant Permit;
- (f) all notices, reports, test reports, results and certificates relating to the Design and Construction, the Site and any other relevant Lands, including as described in Schedule 2 [Design and Construction Protocols] or in Schedule 3 [Design and Construction Specifications], for a period of six years after the Service Commencement Date;
- (g) all records relating to any inspections of the Facility conducted under applicable Laws or by or for any Governmental Authority;
- (h) all orders or other requirements issued to Project Co by any Governmental Authority for a period of six years after such order or requirement has been satisfied by Project Co;
- (i) all operation and maintenance manuals, procedures, guidelines, policies and other similar records in respect of the Facility until the Termination Date including all information electronically and manually recorded by the BMS and the CMMS for the Facility for a period of six years after such information was recorded;
- (j) all testing certificates in respect of all building elements, components, systems and equipment and appropriate documentation and records (in particular those relating to any aspects of safety or statutory compliance) relating thereto;
- (k) all notices delivered to the Help Desk and all responses from the Help Desk in respect of such notices for a period of six years after such notice was delivered;
- (l) all electronically and manually recorded information with respect to the provision of the Services including Events, Availability Conditions, Unavailability Events and Service Failures for a period of six years after such information was recorded;
- (m) all electronically and manually recorded information with respect to actions initiated by Project Co to respond to and rectify Events, Availability Conditions, Unavailability Events and Service Failures for a period of six years following rectification of such matters;
- (n) all electronically or manually recorded reports and information related to safety and security of Facility Users, including the date and time of such incidents, for a period of six years after each such event;
- (o) a comprehensive electronic inventory control system and asset register that provides up-to-date records for all building elements, components, systems and equipment;

- (p) comprehensive maintenance and overhaul records for the Facility including the date, time and scope of each such activity until the Termination Date;
- (q) all Performance Monitoring Reports and the information and data used to prepare such reports for a period of six years following the date of each such report;
- (r) detailed records and reports related to use and consumption of Utilities and Energy;
- (s) invoices and payments, including calculation thereof;
- (t) all certificates, permits, licences, registrations or warranties related to the provision of the Services for a period of six years after their expiration;
- (u) all documents relating to Supervening Events and the consequences thereof for a period of six years after the relevant event occurred, or in the case of a matter in Dispute, for a period of six years after a determination has been made with respect thereto;
- (v) all notices delivered to or received from the Province's Representative for a period of six years after receipt;
- (w) all documents relating to a referral to the Dispute Resolution Procedure for a period of six years after a determination has been made with respect thereto;
- (x) all documents submitted in connection with any Change;
- (y) all documents relating to a Change in Control of Project Co;
- (z) all documents relating to a Refinancing (other than an Exempt Refinancing) until the Termination Date;
- (aa) all tax invoices, assessments, returns and other records applicable to the Project (other than any income tax records for Project Co or records pertaining to other taxes personal to Project Co) for a period of seven years after the Termination Date or such longer period as may be required by Law;
- (bb) all records required by Law (including in relation to health and safety matters) to be maintained by Project Co with respect to the Design, the Construction and the Services;
- (cc) all documents relating to insurance and insurance claims for a period of 12 years after the relevant claim is settled;
- (dd) financial accounts of Project Co referred to in Section 1(i) of this Schedule;
- (ee) record of recommendations and decisions of the Operating Period Joint Committee referred to in Section 3.2(h) of Schedule 4 [Services Protocols and Specifications]; and
- (ff) all other records, notices or certificates required to be produced or maintained by Project Co pursuant to the express terms of this Agreement or any Project Contract.