

## **BRITISH COLUMBIA PENSION CORPORATION SECURED WEB SERVICES AGREEMENT**

**THE PARTIES** to this Agreement are:

The British Columbia Pension Corporation, a corporation established pursuant to the *Public Sector Pension Plans Act*, S.B.C. 1999, c. 44 (“Pension Corporation”); and

The Organization that has by entering this Agreement applied to access and use Secured Web Services provided by the Pension Corporation.

**WHEREAS:**

- A. The Pension Corporation is a Crown corporation that provides pension benefit administrative services on behalf of public sector pension plans;
- B. The Organization is a participating employer in one or more of those public sector pension plans; and
- C. The Pension Corporation wishes to provide Secured Web Services (as further defined herein) to facilitate pension plan administration for the Organization and its plan members, and the Organization wishes to access such Secured Web Services provided by the Pension Corporation.

**NOW THEREFORE** the parties agree as follows.

**DEFINITIONS:**

“Personal Information” means recorded information about an identifiable individual other than business contact information;

“Primary User” means that person or position designated by the Organization as its security administrator under this Agreement who may assign User names and passwords to a User;

“Secured Web Services” means on-line electronic information, reporting and payment services, on-line pension estimators and such other services as may be supplemented in the future by the Pension Corporation to the Organization that facilitate the administration of pension plan services and benefits for members of the pension plan;

“Service Provider” means a person retained under contract by the Organization to perform services for the Organization;

“Terms of Use Statement” means Schedule “A” attached to this Agreement; and

“User” means a person who accesses Secured Web Services on behalf of an Organization, and includes a Service Provider.

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## WARRANTIES

1. The Organization warrants:
  - a) that it has the power and capacity to accept, execute and deliver this Agreement;
  - b) that the individual who executes this Agreement on the Organization's behalf is authorized to do so by the Organization and, if the Organization is a corporation, is authorized to do so by the Organization without affixing the Organization's corporate seal; and
  - c) this Agreement is legally binding upon and enforceable against the Organization in accordance with its terms.

## ACCESS & USE

2. The Corporation agrees to provide access to the Organization to Secured Web Services on the terms and conditions set out in this Agreement. The Organization agrees that the sole reason for any User(s) to access and use Secured Web Services under this Agreement is to permit those Users to assist or provide administrative services required to deliver pension plan administrative services to the Organization, and pension plan benefits to plan members. The Organization agrees that accessing Secured Web Services for any other purpose is strictly prohibited.
3. The Organization agrees that it is responsible for all activities performed by Users in accessing and utilizing Secured Web Services as well as using and disclosing the information obtained by an Organization through the Secured Web Services.
4. The Organization agrees that the Primary User named on the Primary User Designation form issued by the Pension Corporation is authorized by the Organization to assign usernames and passwords to a User for the purpose of utilizing Secured Web Services. For the purposes of this Agreement, the Primary User will also be a User.
5. The Organization agrees that after being authorized by the Pension Corporation, the Primary User will only access those Secured Web Services that are relevant to the Primary User's responsibilities, authority and role within the Organization. The Organization agrees that the Primary User will authorize Users to only access those Secured Web Services that are relevant to the User's responsibilities, authority and role within the Organization.

## SECURITY

6. The Organization will ensure that all of its Users, and any Service Providers authorized by the Organization, will abide by paragraphs 7-16 of this Agreement and by the Terms of Use Statement, including any amendments made to the paragraphs 7-16 and the Terms of Use Statement.

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7. The Organization must adhere to all Secured Web Services security policies and standards contained in this Agreement, or modified and issued to the Organization by the Pension Corporation from time to time, which will also be posted to the Secured Web Services Web Site.
8. The Organization acknowledges and agrees that the Pension Corporation may post the Terms of Use Statement, and any such changes to the Terms of Use Statement as it sees fit on the Secured Web Services Web Site, but that doing so does not limit the Organization's obligations pursuant to paragraph 6 of this Agreement.
9. The Organization must utilize the security mechanisms built into the Secured Web Services system and must ensure that Users change their User password(s) as frequently as required by the Secured Web Services security policies
10. The Organization must immediately notify the Pension Corporation of any breaches or suspected breaches of the security of the Secured Web Services, and fully participate in any security investigation undertaken by the Pension Corporation.
11. The Organization must not:
  - a) permit any User to use any Secured Web Services who has not been designated by the Primary User as a User;
  - b) divulge, share or compromise any Secured Web Services, or any Username or password;
  - c) use or attempt to use the Secured Web Services, or the Username or password of any other Organization;
  - d) modify or attempt to modify its Secured Web Services, or any Username or password except as required by normal business use;
  - e) attempt to defeat or compromise the security related to Secured Web Services, or take any action that might reasonably be construed as altering, destroying or rendering ineffective the security related to Secured Web Services;
  - f) decompile, disassemble, reverse engineer, or otherwise copy any source code associated with Secured Web Services;
  - g) alter or modify any templates provided by the Pension Corporation through the Secured Web Services, and, without limiting the generality of the foregoing, delete or modify any disclaimers, warnings or limitations of liability thereon; or

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- h) provide incorrect data or other information to the Pension Corporation in connection with its plan administration and which would be utilized by the Pension Corporation in connection with the Secured Web Services.
12. If an Organization engages a Service Provider to access and utilize Secured Web Services, the Organization must
- a) incorporate into its contract with the Service Provider terms and conditions that at least meet the provisions of paragraphs 8-16 of this Agreement and the Terms of Use Statement;
  - b) ensure that the Service Provider does not access the Secured Web Services from outside of Canada
  - c) ensure that the Service Provider stores any personal information obtained from the Secured Web Services in Canada.

### **OWNERSHIP AND PROPERTY RIGHTS**

13. The Organization acknowledges and agrees that at all times the Pension Corporation or its licensors are the owners of any software, hardware, servers, networks or other equipment used in relation to Secured Web Services. The Organization acknowledges and agrees that by entering this Agreement and accessing and using the Secured Web Services, the Pension Corporation does not transfer title or ownership of the Secured Web Services, or any intellectual or proprietary property from the Pension Corporation to the Organization.
14. The Organization will not take any action that would be inconsistent with or infringe any proprietary and intellectual property rights of the Pension Corporation or its licensors to any software, hardware, servers, networks or other equipment, and to any documentation or information, used in relation to Secured Web Services. Without limiting the generality of the foregoing, the Organization will not remove any copyright or proprietary rights notice or identification.

### **CONFIDENTIALITY AND PRIVACY**

15. The Organization must require that all its Users who may have access to the information contained in the Secured Web Services abide by the confidentiality and privacy provisions set out in Schedule "A". In particular, the Organization will ensure that all of its Users shall not disclose any Personal Information contained in the Secured Web Services to anyone except:
- a) as may be permitted or required by the Organization to fulfil its obligations under the pension plan;
  - b) as permitted or required by the provisions of the *Freedom of Information & Protection of Privacy Act* and the *Personal Information Protection Act* (British Columbia) or other provincial or federal law;
  - c) in response to a lawful order of a British Columbia or Canadian court or tribunal.

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16. The Organization and any Service Providers used by the Organization will treat as confidential and will not publish, release or disclose, or permit to be published, released or disclosed, either before or after the expiration or sooner termination of this Agreement, any third-party information that is not Personal Information supplied to, obtained by, or which comes to its knowledge as a result of its access and use of the Secured Web Services without the prior written consent of the Pension Corporation and the third party.

### INFORMATION ACCURACY

17. The Organization acknowledges and agrees that the Pension Corporation provides all data and information by way of the Secured Web Services on an “as is” basis, without warranty of any kind either express or implied, and cannot guarantee that the data and information contained in Secured Web Services is accurate, complete or current at all times.

### DISCLAIMER/LIMITATION OF LIABILITY

18. Neither the Pension Corporation nor its servants, agents, directors, contractors, and employees, or the “pension boards” as defined in the *Public Sector Pension Plans Act*, S.B.C. 1999, c. 44 or any other clients to which the Pension Corporation is providing services under that Act, assume any responsibility or liability to the Organization or any Service Provider used by the Organization for the use of Secured Web Services or any data or information generated there from, and without limiting the generality of the foregoing:
  - a) disclaims all liability for any direct, indirect, special, or consequential damages including personal injury, lost profits, lost savings, or any other incidental damages however caused arising out of the use of, or inability to use Secured Web Services, or for omissions or inaccuracies in the data or information contained therein, even if advised of the possibility of such damages, or arising from any claim by a third party;
  - b) disclaims all responsibility or liability for any damages caused to computer systems, software or electronic files by computer viruses, "worms", "trojan horses" or other items or forces of an intrusive, disruptive or destructive nature.

### SUSPENSION OF SERVICE

19. The Pension Corporation may suspend or cancel any or all User's access at any time if:
  - a) a User has committed an act in contravention paragraphs 8-16 of this Agreement;
  - b) a User fails to abide by the terms and conditions of the Terms of Use Statement; or

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- c) the Pension Corporation deems such suspension or cancellation necessary for any good and valid reason,

and the Pension Corporation shall be entitled to invoice the Organization for any direct costs incurred by the Pension Corporation as a result of a User's action or omission set out in subsections (a) and (b) above.

### **TERMINATION OF AGREEMENT**

- 20. The Pension Corporation may terminate this Agreement

- a) if, in the Pension Corporation's sole discretion, the Organization breaches a term of this Agreement, including its obligations pursuant to paragraph 6 of this Agreement, immediately upon giving written notice of termination to the Organization; or
- b) for any other reason, on giving at least 10 days' written notice of termination to the Organization,

and the Pension Corporation shall be entitled to invoice the Organization for any direct costs incurred by the Pension Corporation as a result of a Organization's breach, action or omission set out in subsection (a) above.

- 21. The Organization may at its discretion terminate this Agreement for any reason, on giving at least 10 days written notice of termination to the Pension Corporation. The Organization acknowledges and agrees that if it terminates this Agreement, all information, data or payments and remittances that the Organization is required to make in accordance with the pension plan and applicable laws must still be made by other means within the time requirements of the pension plan and applicable laws.

### **WAIVER**

- 22. No failure or delay on the part of the Pension Corporation to complain of an act or failure of the Organization or a User, or to declare the Organization or a User in breach of this Agreement or the Terms of Use Statement, will constitute a waiver by the Pension Corporation of its rights under this Agreement.

### **ASSIGNMENT**

- 23. The Organization must not, without the prior written consent of the Pension Corporation, which shall not be unreasonably withheld, assign or transfer this Agreement or any of its rights or obligations under this Agreement.

### **AMENDMENT**

- 24. The Organization agrees that the Pension Corporation may, on giving notice to the Organization, amend the terms and conditions of this Agreement, through the provision by the Pension Corporation of a revised Agreement to the Organization. The Organization's continued use of Secured Web Services after

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the provision of the revised Agreement constitutes acceptance by the Organization of the terms of the revised Agreement.

### DURATION OF AGREEMENT

25. This Agreement will be in effect from the date the Organization countersigns the Agreement until terminated pursuant to the provisions of this Agreement.

### GENERAL

26. The Organization acknowledges and agrees that if the Secured Web Services are unavailable at any time, or from time to time, whether as a result of maintenance to the Secured Web Services or otherwise, all information, data or payments and remittances that the Organization is required to make in accordance with the pension plan and applicable laws must still be made by other means within the time requirements of the pension plan and applicable laws.

27. Any notice, consent, waiver or other document referred to in this Agreement, to be effective, must be in writing and will be deemed validly given or delivered to and received by the addressee, if mailed then on the third business day after the mailing by prepaid post addressed, if sent by facsimile transmission then when so transmitted, or if sent by electronic mail then on entering an information system outside the control of the addressor,

if to the Pension Corporation:  
British Columbia Pension Corporation  
Legal Services  
2995 Jutland Road, Victoria, BC V8T 5J9  
Fax: 250-953-0429  
Attention: Colin Hanson  
Email: Colin.Hanson@pensionsbc.ca

and, if to the Organization:  
to the Primary User's position title at the address, fax number and email address specified in the Primary User Designation form issued by the Pension Corporation.

28. Any of the parties may give notice to the others of a substitute address, fax number, email address, or name or title of contact person from time to time.
29. This Agreement constitutes the entire agreement among the parties and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.
30. The schedule to this Agreement is part of this Agreement.

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- 31. Time will be of the essence of this Agreement.
- 32. This Agreement will not in any way make the Organization or any User an employee, agent or independent contractor of the Pension Corporation.
- 33. This Agreement will be for the benefit of and be binding upon the successors and permitted assigns of the Organization.
- 34. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 35. If there is a conflict between a provision in a Schedule to this agreement and any other provision of this Agreement, the provision in the Schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
- 36. If any provision is illegal or invalid it will be deemed severed from this Agreement and will not effect the validity of the remainder of the Agreement.
- 37. This Agreement may be entered into by the Organization signing the Agreement and delivering it to the Pension Corporation by mail.

IN WITNESS WHEREOF the Pension Corporation has executed this Agreement the 2<sup>nd</sup> day of March, 2009

By: Signed by Laura Nashman  
Chief Executive Officer

IN WITNESS WHEREOF the Organization has executed this Agreement the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*(Print Legal Name of Organization)*

By: \_\_\_\_\_  
*(Signature)*

(\_\_\_\_\_ - Authorized Signatory)  
*(Print Name of Signatory)*

(\_\_\_\_\_  
*(Print Position Title)*



## **SCHEDULE "A"**

### **TERMS OF USE STATEMENT – EFFECTIVE SEPTEMBER 19, 2012 BRITISH COLUMBIA PENSION CORPORATION**

Please read this Terms of Use Statement carefully. By accessing this Web site, you acknowledge these conditions and agree to be bound by them. If you do not agree to these conditions, do not access this website, or any pages thereof.

Your failure to abide by this Terms of Use Statement may result in the suspension or cancellation of your Username or your Organization's access to Secured Web Services provided by the British Columbia Pension Corporation. ("Pension Corporation") In addition, the Pension Corporation reserves the right to pursue any remedy available at law or in equity. Please print a copy of this Terms of Use Statement for your records.

This Terms of Use Statement may be modified. In the event that changes are made to this Terms of Use Statement, the modified version will be reposted on this Web site.

#### **ACCESS**

1. You agree that the sole reason for You to access and use Secured Web Services provided by the Pension Corporation is to permit You to assist or provide administrative services required to deliver pension plan administrative services to your Organization, and pension plan benefits to plan members. You agree that accessing Secured Web Services for any other purpose is strictly prohibited.
2. You agree that the Pension Corporation may cancel your organization's access to Secured Web Services without notice in the event that a User has failed to access Secured Web Services during an 18 calendar month period.

#### **SECURITY**

3. You will not:
  - a) permit any third-party to use any Username or passwords of Users;
  - b) divulge, share or compromise any Username or passwords;
  - c) use or attempt to use the Username or password of any other Organization;
  - d) modify or attempt to modify any Username or password except as required by normal business use;
  - e) attempt to defeat or compromise the security related to Secured Web Services;
  - f) take any action that might reasonably be construed as altering, destroying or rendering ineffective the security related to Secured Web Services; or
  - g) decompile, disassemble, reverse engineer, or otherwise copy any source code associated with Secured Web Services.

## **OWNERSHIP**

4. You will not take any action that would be inconsistent with or infringe any proprietary and intellectual property rights of the Pension Corporation or their respective licensors to any software, hardware, servers, networks or other equipment, and to any documentation or information, used in relation to Secured Web Services.

## **CONFIDENTIALITY**

5. You will treat as confidential and will not publish, release or disclose, or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Agreement, any third-party information supplied to, obtained by, or which comes to your knowledge as a result of your access to Secured Web Services without the prior written consent of the Pension Corporation.
6. You must not disclose any Personal Information contained in the Secured Web Services to anyone except:
  - a. as may be permitted or required by the Organization to fulfil its obligations under the pension plan;
  - b. as permitted or required by the provisions of the *Freedom of Information & Protection of Privacy Act* and the *Personal Information Protection Act* (British Columbia) or other provincial or federal law;
  - c. in response to a lawful order of a British Columbia or Canadian court or tribunal.

## **JURISDICTION**

7. Your access to Secured Web Services will be governed by, and construed and interpreted in accordance with the laws of the Province of British Columbia.