HALIFAX

P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY:

Original Signed by

_____

Jacques Dubé, Chief Administrative Officer

DATE: March 25, 2020

SUBJECT: Municipal and CSAP 2020 Election – Information Sharing Agreement with Elections Nova Scotia

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ORIGIN

Halifax Regional Council is required, by resolution or delegation of authority, to address a number of administrative matters under the Municipal Elections Act ("MEA") in order to conduct the 2020 Municipal and Conseil scolaire acadien provincial Elections ("2020 Election") including direction to the Returning Officer regarding the use of the electors list.

On February 25, 2020 Council authorized the election office to use the permanent list of electors supplied by Elections Nova Scotia (ENS) by passing the following part of the motion:

3. Direct the use of the provincial electors' list for the purpose of conducting the 2020 municipal and CSAP election.

LEGISLATIVE AUTHORITY

Municipal Elections Act, subsection 30(1)
> By the fifteenth day of April in a regular election year, the council may, by resolution, provide that the returning officer ….(c) use any permanent register of electors established and maintained for use in a federal or provincial election as the basis for the preliminary list of electors for all or part of the municipality.

Municipal Elections Act, subsection 30B(4)
> The Chief Electoral Officer for the Province shall not provide a list of electors or permanent register of electors to a returning officer until the council of the municipality or the school board, as the case may be, has entered into an agreement with the Chief Electoral Officer for the Province that protects the privacy and security of the information supplied and any required fee has been paid to the Chief Electoral Officer for the Province.

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RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Approve the Information Sharing Agreement with Elections Nova Scotia, as set out in Attachment 1 of this report, and authorize and direct the Mayor and Municipal Clerk to execute the Agreement on behalf of the Municipality; and

2. Authorize the Municipal Clerk to enter into and execute Agreements to Use Information on behalf of the Municipality, generally in the form of Attachment 2 of this report.

BACKGROUND

The MEA requires the municipalities to enter into an Information Sharing Agreement with the Chief Electoral Officer of Nova Scotia which provides the mechanism for requesting data for election use for the 2020 Election. Supplemental agreements between the Municipality and election vendors with access to elector data are required to fulfill requirements contained within the Information Sharing Agreement with Elections Nova Scotia.

DISCUSSION

On February 25, 2020 Council satisfied the requirement of subsection 30(1) of the MEA by authorizing the election office of the Municipality to use the permanent list of electors supplied by Elections Nova Scotia (ENS) for the 2020 Election. This preliminary elector list will be used for the revisions period through to post election activities and then returned to the Chief Electoral Officer of Nova Scotia for use in other elections.

The next step, as per subsection 30B (4) of the MEA, is the routine matter of entering into an agreement between the Municipality and Elections Nova Scotia. This agreement must be in place prior to the delivery by the Province of the permanent list for use by the Municipality for the 2020 Election. Staff are bringing this matter forward to Regional Council at this time as there are technical and administrative tasks that are required to be completed before the revision period begins on August 4, 2020 and the list of electors is required to complete these tasks. The draft Information Sharing Agreement is attached for Council's consideration and, once executed, will allow the Province to provide the Municipality with the permanent list of electors.

As part of the Information Sharing Agreement all election vendors (including sub-contractors) of the Municipality who will have access to elector data will be required to sign an Agreement to Use Information and follow the stipulations in the Information Sharing Agreement regarding the purging of elector data post-election. Accordingly, a template Agreement to Use Information is attached as Attachment 2. If Council approves the Information Sharing Agreement, staff are recommending that the Municipal Clerk be authorized to execute the Agreements to Use Information on behalf of the Municipality generally in the form of the template.

FINANCIAL IMPLICATIONS

There is no charge to the municipality by Elections Nova Scotia to use the List of Electors

RISK CONSIDERATION

There are no significant risks associated with the recommendations in this report. The risks considered rate low.

COMMUNITY ENGAGEMENT

The municipality completed a citizen engagement initiative with respect to elections. Where possible, input from the public will be referenced and incorporated in the 2020 planning process.

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications from this recommendation.

ALTERNATIVES

There are no alternatives offered.

ATTACHMENTS

1. Information Sharing Agreement between Elections Nova Scotia and Halifax Regional Municipality

2. Agreement to Use Information template

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Trish Smith, Assistant Returning Officer and Elections Coordinator 902.490.6810

INFORMATION SHARING AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN in right of the PROVINCE OF NOVA SCOTIA, as represented by the Chief Electoral Officer of Nova Scotia

(hereinafter referred to as "ENS")

-and-

Halifax Regional Municipality, a body corporate, as represented by the Mayor and Municipal Clerk

(hereinafter referred to as the "Municipality")

(each a "Party" and collectively, the "Parties")

WHEREAS clause 5(c) of the *Elections Act* allows the Chief Electoral Officer of Nova Scotia to enter into agreements with municipalities providing for the sharing of lists of electors for electoral purposes;

AND WHEREAS the Council of the Municipality has approved this Agreement, and authorized the Mayor and Municipal Clerk to execute this Agreement on behalf of the Municipality;

AND WHEREAS subsection 30B(4) of the *Municipal Elections Act* prohibits the Chief Electoral Officer of Nova Scotia from providing a list of electors prepared from the Nova Scotia register of electors to a returning officer until the council of the municipality has entered into an agreement with the Chief Electoral Officer of Nova Scotia that protects the privacy and security of the information supplied and section 30 authorizes the Municipality's returning officer to use that information to create a preliminary list of electors;

AND WHERAS section 115A of the *Municipal Elections Act* requires that a list of electors be used for election purposes only and for no other purpose;

AND WHEREAS section 333 of the *Elections Act* prohibits the use of information contained in a list of electors for any purpose other than an electoral purpose;

AND WHEREAS clause 62(3)(a) of the *Elections Act* permits the Chief Electoral Officer to disclose to municipalities, for electoral purposes, an elector's residential address, mailing address, legal name, sex/gender, contact information, day, month and year of birth, and a unique identification number assigned by the Chief Electoral Officer, notwithstanding the *Freedom of Information and Protection of Privacy Act*;

AND WHEREAS the Parties agree that mutual sharing of data by each Party, for electoral purposes only, in accordance with their respective governing legislation, and in keeping with the applicable privacy and personal information legislation, is in the best interests of Nova Scotia electors.

THEREFORE, in consideration of the promises and mutual undertakings, covenants and agreements hereinafter contained and subject to the terms and conditions hereof, the Parties agree as follows:

1.0   PREAMBLE

The preamble to this Agreement is deemed to be an integral part of this Agreement.

2.0   INTERPRETATION

In this Information Sharing Agreement, the following terms have the following meanings:

"Agreement" means this Information Sharing Agreement;

"destroy" means to shred all hard copies and to purge all accessible data files;

"candidate" means a candidate officially nominated in a Halifax Regional Municipality election under the *Municipal Elections Act.*

"*Elections Act*" refers to the *Nova Scotia Elections Act*, R.S.N.S., 1989, c 5, as amended.

"electoral purpose(s)" means those purposes directly related to an election under the *Elections Act*, and including purposes directly related to the administration of a Halifax Regional Municipality election under the *Municipal Elections Act*.;

"ENS Information" means all information provided to the Municipality by ENS pursuant to this Agreement including, but not limited to, the following:

(i)   a list of electors; and

(ii)   all individual data components contained in a list of electors that pertain to the electors and their residential and mailing addresses.

"Final List of Electors" means the list of electors prepared by the Municipality and made up of the Preliminary List of Electors in addition to all revisions made to the electors' information prior to an election as described in section 115 of the *Municipal Elections Act*;

"Geographical Information" means all information exchanged between the Parties pursuant to this Agreement including, but not limited to, relevant civic address information contained in the Nova Scotia Register of Electors.

"Information" means the ENS Information and the Municipality Information;

"*Municipal Elections Act*" refers to the *Municipal Elections Act*, R.S.N.S., 1989 c 300, as amended.

"Municipality Information" means all information provided to ENS by the Municipality pursuant to this Agreement including, but not limited to, the following:

(i)   a list of electors; and

(ii)   all individual data components contained in a list of electors that pertain to the electors and their residential and mailing addresses.

"Preliminary List of Electors" means a list of electors prepared in accordance with section 21 of the *Municipal Elections Act*.

"Returning Officer" means a returning officer as appointed by Halifax Regional Municipality Council under the *Municipal Elections Act*.

"Revised List of Electors" means the list of electors completed and certified pursuant to section 50A of the *Municipal Elections Act.*

3.0   PURPOSE

3.1   The purpose of this Agreement is:

    (i)   to provide a secure, efficient, and predictable method for the transfer of the Information between the Parties;

    (ii)   to ensure that the Information exchanged between the Parties is only used for electoral purposes; and

    (iii)   to ensure continuous synchronization and update of Geographical Information and the individual components of data within the Information that may be exchanged between the Parties.

4.0   SHARING OF INFORMATION

4.1   The ENS Information shall include that of all active electors whose residence is identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.

4.2   The ENS Information is prepared on the basis of geographic boundaries of municipal polling districts and/or civic address information, as specified by the Municipality.

4.3   The Information shall be exchanged in accordance with Schedules "A" and "A1" of this Agreement.

4.4   To ensure that the Information remains current, the Municipality agrees to provide to ENS, any and all revisions/changes and additions made to the ENS provided list of electors and addresses as well as the particulars of electors who were added to the Municipal Final List of Electors on ordinary polling day and on advance polling days, pursuant to sections 98 and 123 of the *Municipal Elections Act,* in digital format*,* within 45 days following any municipal election, in accordance with subsection 30B(5) of the *Municipal Elections* Act.

4.5   The revisions/changes and additions to the ENS Information and Final List of Electors, referred to in subsection 4.4 herein, shall also include all revisions/changes and additions made by any third party who is directly involved in the provision of services related to the administration of the election on behalf of the Municipality.

4.6   ENS agrees that the ENS Information it provides to the Municipality shall be provided to a Returning Officer.

5.0   USE OF INFORMATION

5.1   The ENS Information transmitted to the Municipality by ENS shall be used for electoral purposes only;

5.2   Unless the election is contested, the Municipality must certify that any ENS Information that the Municipality has received during this Agreement has been destroyed by the Municipality within thirty (30) days of the close of polls on election day, by completing the "Attestation of Destruction", attached

hereto as Schedule "B". This provision does not apply to the ENS Information contained in the Revised List of Electors or the Final List of Electors.

5.3   If the election is contested, the Municipality must certify that any ENS Information that the Municipality has received during this Agreement has been destroyed within thirty (30) days from the issuance of a final decision issued in accordance with the *Controverted Elections Act,* R.S.N.S. 1989, c 96, as amended This provision does not apply to the ENS Information contained in the Revised List of Electors or the Final List of Electors.

5.4   The Municipality must also certify in writing, in accordance with subsection 62(5) of the *Elections Act* that the ENS Information received during an election and any copies of the ENS Information provided to candidates and others by or on behalf of a candidate:

   (a) will only be used for electoral purposes,

   (b) where the information is provided in electronic form, it shall be distributed in encrypted form with the password to the encryption provided separately, and

   (c) all candidates and others who received the ENS Information on behalf of a candidate must also certify that this information has been destroyed within ten (10) days of the close of the polls on election day by completing the "Attestation of Destruction" attached hereto as Schedule "C".

5.5   The Municipality must maintain copies of the Attestation of Destruction forms cited in subsections 5.2 and 5.4 herein for a period of one (1) year from the date of the election.

5.6   The Municipality may, in accordance with the *Municipal Elections Act,*
   (a)   proceed with the revision of the Preliminary List of Electors as based on the ENS Information;
   (b)   distribute to the candidates the Preliminary List of Electors; and
   (c)   fulfill any other requirements prescribed by ENS and applicable legislation.

6.0   DISCLOSURE OF INFORMATION

6.1   Except where authorized by this Agreement or bylaw, the Municipality may not disclose information which is otherwise only available from ENS, to any third party.

6.2   The Municipality may disclose the ENS Information to candidates in a municipal election pursuant to section 62(4) of the *Elections Act*. For clarity, the Municipality is only authorized to disclose an elector's residential address, mailing address and legal name to a candidate.

6.3   Where the Municipality is legally obliged to disclose to a third party personal information obtained from ENS which is otherwise only available from ENS, other than for an electoral purpose, whether pursuant to a statute or a court order, and the Municipality intends to comply with that obligation, the Municipality shall notify ENS at the earliest opportunity prior to taking any action to comply with the request.

7.0   TRANSMISSION OF INFORMATION TO THIRD PARTY SERVICE PROVIDERS AND THEIR SUBCONTRACTORS ("Third Party")

7.1   The transmission by the Municipality of the ENS Information to a third party who is directly involved in the provision of services related to the administration of the election on behalf of the Municipality is permitted, including a third party for the provision of voting by mail, electronically or by another voting method in accordance with section 146A of *the Municipal Elections Act*, subject to the conditions of this Agreement.

7.2   The Municipality must give fifteen (15) days written notice to ENS before the ENS Information is shared with a third party on behalf of the Municipality.

7.3   The Municipality must certify in writing that the third party is contractually obligated to:

   (a) maintain the confidentiality of the ENS Information throughout the course of the third party's work on behalf of the Municipality;

   (b) acknowledge ENS' ownership of the ENS Information;

   (c) use the ENS Information received for electoral purposes only;

   (d) destroy all copies, digital and hardcopy of ENS Information by each third party completing and returning the Attestation of Destruction, attached hereto as Schedule "C";

   (e) certify, in writing, as required by the *Personal Information International Disclosure Protection Act,* S.N.S., 2006, c.3, that all copies of the data are stored in Canada and are not stored outside of Canada at any time during or after the Term of this Agreement;

   (f) keep, in digital format, all changes/revisions made to the Preliminary List of Electors as based on ENS Information indicating type of applied change, as well as information of all added electors to the Final List of Electors, as specified within Schedules "A" and "A1" of this Agreement;

7.4   The Municipality must maintain copies of the Attestation of Destruction forms cited in clause 7.3(d) for a period of one (1) year from the date of the election.

7.5   The Municipality must provide ENS with a copy of the certification and of the Attestation of Destruction forms completed by the third party pursuant to clauses 7.3(d)and 7.3(e) as soon as possible and not longer than thirty (30) days after completion.

8.0   MUNICIPALITY RESPONSIBILITIES

8.1   The Municipality agrees that the Municipality Information it provides to ENS shall be provided to the ENS Assistant Chief Electoral Officer at the address provided under section 16.0 of this Agreement or alternatively provided by data transfer over a secure File Transfer Protocol.

8.2   The Municipality shall certify in writing to ENS that:

   (a)   the Municipality has received certificates of destruction regarding ENS Information provided to candidates, and others as described in section 5.3; and
   (b)   all of the terms of Section 7.0 regarding provision of information to third parties have been met.

8.3   The Municipality agrees that ENS retains the right to conduct audits to ensure that the Municipality has fulfilled its obligations set forth in Sections 5.0 and 7.0 and, during such an audit the Municipality shall provide any requested documentation to ENS, including, but not limited to:

(a)   contracts between the Municipality and third parties;

(b)   maintained copies of the Attestation of Destruction; and

(c)   evidence that the Municipality has destroyed all copies of the ENS Information provided to the Municipality under the terms of this Agreement.

8.4   The Municipality shall report any privacy breach of ENS Information to ENS within 24 hours and the Municipality shall take appropriate action to mitigate any privacy breach of ENS Information in accordance with Schedule "D" attached hereto.

9.0   COSTS

9.1   The Parties agree that should either of them require any Information from the other Party in excess of that contemplated by this Agreement, the requesting party shall pay the other Party a cost recovery charge for the preparation of that additional information.

9.2   ENS agrees to provide the ENS Information to the Municipality, in accordance with section 4.0 herein, and the Municipality shall pay ENS a cost recovery charge for the preparation of the ENS Information.

10.0   SECURITY

10.1   The Parties recognize the confidential character of the Information.

10.2   The Parties shall make best efforts to ensure that the Information received from the other Party is held in strict confidence and shall treat the Information received with at least the same degree of care that the recipient, acting reasonably, should exercise with regard to its own highly confidential or proprietary personal information.

10.3   The Parties warrant that they have sufficient procedures and protections in place and shall continue to keep such procedures and protections in place, in order to enforce and maintain the confidentiality and to prevent unauthorized use or unauthorized disclosure of the Information.

11.0   TERM OF AGREEMENT AND RENEWAL

11.1   This Agreement shall come into effect on **April 15, 2020** (the "Commencement Date")
and shall continue until **April 15, 2024** (the "Term").

12.0   MISCELLANEOUS PROVISIONS

12.1   The Municipality acknowledges that ENS makes no warranty, express or implied, with respect to the accuracy or completeness of the ENS Information it transmits under the terms of, or in the application of, this Agreement.

12.2   The Municipality agrees that ENS cannot, under any circumstances, under this Agreement, be held responsible for any damage resulting from the transmission or use of incomplete or inaccurate information or for any unauthorized disclosure of the ENS Information by the Municipality.

12.3   ENS acknowledges that the Municipality makes no warranty, express or implied, with respect to the

accuracy or completeness of the Municipal Information it transmits under the terms of, or in the application of, this Agreement.

12.4   ENS agrees that the Municipality cannot, under any circumstances, under this Agreement, be held responsible for any damage resulting from the transmission or use of incomplete or inaccurate information or for any unauthorized disclosure of the Municipality Information by the ENS.

12.5   The Parties mutually agree to exchange, without delay, any information relating to any situation, real or apprehended, likely to affect the application of this Agreement in any way.

13.0   INDEMNITY

13.1   The Municipality shall indemnify and hold ENS harmless from and against any and all claims, demands, suits and causes of action ("Claim(s)") made or brought against ENS at any time hereafter, and all damages, losses, expenses, legal fees (on a solicitor and client basis), costs and liabilities suffered or incurred by ENS, its servants, agents or employees, or any third party in respect of such Claim, as a result of or arising out of the Municipality's negligence or wilful misconduct in its use of the ENS Information provided to the Municipality hereunder, except to the extent that such Claim is attributable to ENS's negligence, wilful misconduct or failure to undertake its obligations under this Agreement. A Claim includes, without limitation, any claim or cause of action resulting or arising, directly or indirectly, from:

(a)   a material breach or material non-performance by the Municipality, or by any of its servants, agents or employees, of any covenant or obligation of the Municipality contained herein;

(b)   any modifications or enhancements made to the ENS Information by the Municipality not in compliance with this Agreement; and

(c)   the use of the ENS Information by or on behalf of the Municipality not in compliance with this Agreement, where such use results in a claim of infringement of any copyright, trade secret or other intellectual property right of a third party that could have been avoided by the Municipality.

13.2   The obligations set out in section 13.1 shall survive the termination of this Agreement.

14.0   CONSEQUENCES OF NON-COMPLIANCE

14.1   If any obligations set out in this Agreement have not been met, ENS may initiate the following consequences:

(a)   the candidate, village, third party, or Municipality will be named on the ENS website identifying the non-compliance; and

(b)   the candidate, village, third party, or Municipality will provide ENS with a mutually agreeable mitigation plan to the non-compliance before ENS may provide further information to the Municipality.

15.0 ENTIRE AGREEMENT

15.1   This Agreement and Schedules "A", "A1", "B", "C" and "D", attached to this Agreement, set forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them as to that subject matter.

16.0 NOTICE

16.1   Any notice herein required or permitted to be given by either Party to the other shall be sufficiently given if delivered personally or sent by mail, postage prepaid, to the Parties, as follows:

For ENS:

> The Assistant Chief Electoral Officer
> PO Box 2246
> Halifax, Nova Scotia B3J 3C8

For the Municipality:

> Returning Officer
> Halifax Regional Municipality
> PO Box 1739
> Halifax, Nova Scotia B3J 3A5

16.2   In addition to the delivery method set out in section 16.1, the Parties will accept substituted delivery by email if the following requirements are met:
(a)   a proper notice form is used,
(b)   the notice form is signed by an authorized person,
(c)   the form is scanned and attached to an email which clearly identifies the subject matter.

17.0 AMENDMENTS

17.1   No amendment may be made to this Agreement without the written consent of both Parties.

18.0 APPLICABLE LAWS

18.1   This Agreement shall be governed by and construed in accordance with the applicable laws of the Province of Nova Scotia.

19.0 SCHEDULES

19.1   Schedules "A", "A1", "B", "C" and "D" attached to this Agreement form an integral part of this Agreement

20.0   ENUREMENT

20.1   This Agreement is binding upon, and inures to the benefit of, the respective successors in office of the Parties.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

SIGNED, SEALED AND DELIVERED   )   **HER MAJESTY THE QUEEN in right of the**
in the presence of:)   **PROVINCE OF NOVA SCOTIA, as represented by**
)   **the Chief Electoral Officer of Nova Scotia**

)

_____   )   _____
Witness   )   (Chief Electoral Officer)

)
)   **Halifax Regional Municipality**
)
)   Per:
_____   )   _____
Witness   )   Mayor
)
)   _____
)   Municipal Clerk
)

EXCHANGED INFORMATION

1.   Information Exchange

1.1   The Municipality shall provide ENS with the most current digital spatial boundary for the municipality or part of it, the municipal electoral districts or the list of the communities within the municipality. This boundary may then be used to generate an accurate list of electors involved in the municipal election event.

1.3   ENS shall provide the Municipality with thirty days' written notice of any schema changes or changes to the delivery format of the data. The agreed upon schema is attached as Schedule "A1" to this Agreement.

1.4   The Municipality shall have access to ENS' tabular civic address information identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.

1.5   The Municipality shall have access to the information of all active electors listed in the Register of Electors whose residence is identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.

ENS shall compile the list of active electors based on the geographic municipal boundaries provided by the Municipality.

1.6   ENS shall have access to the Final List of Electors, including any revisions and additions to the electors' information on the Preliminary List of Electors as based on ENS' information and to the Final List of Electors, to analyze and update the Nova Scotia Register of Electors, where required.

1.7   Given that the Municipality may be using the Municipal Election Management System database which is similar to the Provincial Election Management System, the Information provided by ENS shall include the information contained in the following database tables as of the time of extracting the list of electors from the Nova Scotia Register of Electors database:

Civic Address Information and attribute codes

-    add_Address (including the address unique ID assigned by ENS, complete civic address attributes, and geographic coordinates of the civic addresses in Nova Scotia)

-    acs_Address_Create_Source_Type (Address creation source codes)

-    adl_Address_Delete_Reason (Address delete reason codes)

-    aus_Address_Update_Source_Type (Address update source codes)

-    bdt_Building_Type (Address Building Type codes)

-    cas_Civic_Address_Suffix (Address Building Suffix codes)

-    csd_CAR_Street_Direction (Address Street Direction codes)

- cst_Civic_Street_Type (Address Street Type codes)

- cty_County (Address County codes)

Active Electors Information and attributes codes

- ele_Elector (including the Active electors' ENS unique ID, Legal Name, DOB, Sex/Gender, mailing addresses, and related ENS civic address identifier).

- est_Elector_Status (Elector status codes)

- eus_Elector_Create_Source_Type (Elector creation source codes)

- edr_Elector_Delete_Reason (Elector delete reason codes)

- eus_Elector_Update_Source_Type (Elector update source codes)

- eid_Elector_ID (Sequential elector_id number)

1.8   The Municipality shall return the <u>same above mentioned database tables</u> but including the updated and added information of the electors on its Final List of Electors, including those electors added on election day. The following information should be updated where needed as mentioned below:

- Full Name *(last name, first name, middle name)*
  - o   No initials should be used whenever possible.

- ENS Elector ID
  - o   should be automatically assigned by the Election Management System starting from a serial number provided by ENS and incremented by 1 for every added elector to the list of electors.
  - o   The Municipality should not change this information for all elector records provided by ENS.

- Date of Birth *(YYYY/MM/DD)*
  - o   Date should keep its format of *YYYY/MM/DD*.
  - o   Correct date of birth should be provided for all added electors.

- Sex/ Gender *(M or F or X-unknown)*
  - o   Unknown Sex/ Gender should be updated when possible.

- Current Residential Address of the Elector
  - o   If the elector changed their residential address (including change of unit/apartments) or has been added to the list of electors, then those address fields should reflect the residential civic address information that the elector has been move to or registered at.

- If the elector did not change their residential address then the address information should remain the same as originally provided.

- Mailing Address

    - The Municipality is responsible for maintaining the mailing address of the elector once that elector changes their residential civic address or has provided a new mailing address. Both residential and mailing addresses should be maintained at the same time, whenever needed.

    - Mailing address should always have a community/town and Postal Code specified.

- Status of the elector

    - The Municipality is responsible for keeping this field updated upon revising the elector's status. The Municipality should adopt the same elector status codes provided by ENS.

- The Duplicate-of Elector ID

    - The Municipality is responsible for keeping this field updated once an elector's record is marked as duplicate as follows:

        - It should contain the value of the Elector ID of the duplicate pair. That is the Elector ID of the record that the municipality deemed to keep as the correct record for the active elector.
        - This field should be empty (blank) for all records that are **NOT** marked as duplicate (i.e. have a status of "T"), and should contain a value for all records marked as duplicate.

- New Civic Addresses

    - If an address is added (new) by the Municipality, then all of its attributes has to be defined in the "add Address" in the table. A unique ID must be automatically provided by the Municipality's system of record.

    - Complete address information should be recorded including *(unit/apartment, street number, building suffix, street name, street type, street direction, community/town, postal code, County).*

1.9   None of the provided electors' records should be deleted (purged/dropped). All records of electors that should not be on the Municipal List of Electors, for whatever reason, should have their status changed using the provided elector status codes.

1.10   None of the provided elector and address information fields should be dropped or deleted. Municipality should update their values when required.

1.11   The Municipality shall update the Final List of Electors with all revisions and additions to the electors' information, as mentioned above, whether performed by the Municipality or by any other third party contracted by the Municipality.

1.12   Added electors should have complete information, correctly recorded, in all data fields; especially those of name, date of birth, and gender.

1.13   To preserve the timeliness and currency of the List of Electors' information, the Municipality shall provide the revised Final List of Electors to ENS, in digital format, in accordance with the requirements

of the Information Sharing Agreement . A paper copy List of Elector's are not acceptable and will be considered as a breach of this agreement if not provided digitally.

1.14   The revised information provided to ENS shall include the information of:

 o all revisions made to the electors during the revision period, and

 o all additions (certificates to vote) and corrections uplifted from poll books on advance voting days and on ordinary polling day.

2. Frequency/Period

2.1 ENS shall, within thirty (30) days of a request in writing made by the Municipality, transmit the compiled Nova Scotia list of electors digital data set, with prior approval of the Chief Electoral Officer, to the Municipality.

2.2 The Municipality shall deliver the digital data set of the final list of electors forty-five (45) days post-election, at the most in accordance with section 140A of the *Municipal Elections Act*.

Address Tables:

add_Address

        add_PK
        add_adl_FK
        add_bdt_FK
        add_ENS_Building_Use
        add_Source_Building_Use
        add_eld_FK
        add_pdv_FK
add_pdv_Previous_FK
add_eld_SB_FK
add_pdv_SB_FK
add_pdv_Previous_SB_FK
add_eld_Pleb_FK
add_pdv_Pleb_FK
add_pdv_Previous_Pleb_FK
add_E911
add_PointID
add_CivAddrID
add_CivnID
add_MunID
add_SegID
add_PID
add_Building_Name
add_Street_No
add_Street_Name
add_cas_FK
add_cst_FK
add_cst_Language
add_csd_FK
add_Extension
add_Unit
add_Town
add_cty_FK
add_Unit_Count
add_Residential_Centre
add_Added_During_Election
add_Seasonal
add_Send_VIC_Out
add_To_Be_Enumerated
add_Census_CD
add_Census_CSD
add_Census_DA
add_Census_DB
add_COMMENTS
add_TRANS_STATUS
add_FED_ID
add_eof_Created_By_FK
add_eof_Updated_By_FK
add_Created_Date
add_Updated_Date
add_Street_Name_Sorted
add_Town_Sorted
add_Postal_Code

add_ENS_PointID
add_acs_FK
add_aus_FK
add_Generic_Unit
add_mun_FK

Address Lookup Tables:

acs_Address_Create_Source_Type

acs_PK
acs_Type

adl_Address_Delete_Reason

adl_PK
adl_Text

aus_Address_Update_Source_Type

aus_PK
aus_Type
aus_Display

bdt_Building_Type

bdt_PK
bdt_Name

cas_Civic_Address_Suffix

cas_PK
cas_Label

csd_CAR_Street_Direction

csd_PK
csd_Text_EN
csd_Text_FR

cst_Civic_Street_Type

cst_PK
cst_Type_FR
cst_Type_EN

cty_County

cty_PK
cty_Name
cty_Code

Electors Tables:

ele_Elector

ele_PK
ele_est_FK
ele_edr_FK
ele_add_FK
ele_Elector_ID
ele_Added_During_Election
ele_eof_Created_By_FK
ele_eof_Updated_By_FK
ele_Created_Date
ele_Updated_Date
ele_Moved_Date
ele_Status_Date
ele_Last_Name
ele_First_Name
ele_Middle_Name
ele_DOB
ele_Gender
ele_Phone
ele_Remove_From_List
ele_COMMENTS
ele_SORTFIRST
ele_SORTMIDDLE
ele_SORTLAST
ele_mad_Address_Type
ele_mad_Care_Of
ele_mad_Unit
ele_mad_Street_No
ele_mad_Street_Name
ele_mad_cst_FK
ele_mad_cst_Language
ele_mad_cas_FK
ele_mad_csd_FK
ele_mad_Extension
ele_mad_Route_Type
ele_mad_Route_Number
ele_mad_PO_Box
ele_mad_Site
ele_mad_Compartment
ele_mad_General_Delivery
ele_mad_Installation_Type
ele_mad_Installation
ele_mad_Town
ele_mad_Province
ele_mad_Postal_Code
ele_mad_Extra_Info
ele_ele_duplicate_FK
ele_Soundex_Last_Name
ele_Soundex_First_Name
ele_ecs_FK
ele_eus_FK

eid_Elector_ID

eid_PK

Electors Lookup Tables:

ecs_Elector_Create_Source_Type

       ecs_PK
   ecs_Type

edr_Elector_Delete_Reason

       edr_PK
   edr_Label

est_Elector_Status

       est_PK
   est_Text

eus_Elector_Update_Source_Type

       eus_PK
   eus_Type
   eus_Display

SCHEDULE "B"

ATTESTATION OF DESTRUCTION OF DATA BY THE MUNICIPALITY

Whereas Elections Nova Scotia has provided the ENS Information extracted from the NS Register of Electors to the Halifax Regional Municipality for electoral purposes;

Whereas, the terms of use of the ENS Information, the disclosure and the transmission of the ENS Information to third parties, and the municipal responsibilities have been agreed to by the Municipality;

Now therefore, on behalf of the Municipality, I, _____, certify that:

a) the ENS Information has only been used for electoral purposes;

b) all copies of the ENS Information provided to third party suppliers have been certified as destroyed by each third party service provider and their subcontractors and that the Municipality has received a Attestation of Destruction from each;

c) all copies of the ENS Information provided to candidates have been certified as destroyed by each candidate and that the Municipality has received a Attestation of Destruction from each; and

d) all copies of the ENS Information provided to the Municipality have been destroyed as required in subsection 5.2.

_____   _____
(Authorized Signature)   (Witness Signature)

_____   _____
(Name of Authorized Signatory)   (Name of Witness Signatory)

_____   _____
Date (year – month – day)   Date (year – month – day)

<center>**SCHEDULE "C"**</center>

<center>**ATTESTATION OF DESTRUCTION OF DATA BY THE CANDIDATE OR THIRD PARTY
SERVICE PROVIDER OR SUBCONTRACTOR**</center>

Whereas the Halifax Regional Municipality provided a copy of the ENS Information to [Name of the Candidate/ Third Party Service Provider/Subcontractor/Other] _____
for electoral purposes

Now therefore I, _____, certify that:

  a) the ENS Information provided was only used for electoral purposes;

  b) all copies of the ENS Information provided have been destroyed;

  c) all copies of the ENS Information and any back-up copy have been removed from all computers; and

  d) all copies of the ENS Information that have been provided to any and all third party service providers, their subcontractors or other persons have been destroyed.

_____   _____
(Authorized Signature)   (Witness Signature)

_____   _____
(Name of Authorized Signatory)   (Name of Witness Signatory)

_____   _____
(Title of Authorized Signatory)   Date (year – month – day)

SCHEDULE "D"
Privacy Breach Protocol

Part 1 - Privacy Breach Protocol

1.   Identify the privacy beach

2.   Immediate remedial action

3.   Internal notification

4.   Investigation and documentation

5.   External notification

When personal privacy is breached, it is necessary to determine what stakeholders (e.g. public bodies or municipalities, general public, individuals etc.) should be notified, under what circumstances, and when. Outline external notification requirements. For consideration:

After reporting the privacy breach to Elections Nova Scotia, the Municipality must consider whether one or more of the following need to be notified:

> Individual(s) whose privacy has been breached;
> Department of Municipal Affairs;
> and/or
> Other individuals who may have been affected by the breach.

6.   Follow-up and long term remedial action

<center>**PART 2 - Privacy Complaint Procedure**</center>

1.   Receive and Document the Complaint

When a complaint is received, it is critical that the municipality discuss the details of the alleged breach and document what the complainant believes has happened. This should be completed in writing so that it can form part of the record of the Municipality's response to the complaint. It is recommended that a consistent format be used for this purpose within the Municipality.

2.   Follow Steps 2 through 6 of the Privacy Breach Protocol

At this point, all of the steps required for a self-identified or suspected privacy breach are the same as described in the previous template. Containment, internal and external notifications, full investigation and follow-up are all required.

3.   Complainant Communication

A complaint obviously differs from an internal discovery in the fact that there is an external complainant. Communication throughout the process and at the end of the process with this individual (or individuals) is a unique requirement in this regard.

Governed, of course, by the complexity of the breach scenario and the length of time the investigation ensues, the following steps should be incorporated into the Municipality's complaint procedure:

3.1   Send written acknowledgement to the complainant, restating the details presented by the complainant to the municipality, an indication of who is internally accountable for the investigation (first formal correspondence).

3.2   Send written update of progress of the investigation (stage of investigation, follow-up activities, expected or updated time frames, etc.). This step should be triggered by time elapsed since initial acknowledgement of the complaint. It is suggested that a written update be required at a point no more than two months (preferably less) from the acknowledgement. The updates would continue on the schedule set out in Municipality's procedure.

3.3   Generate report of the results of the investigation, to include as a minimum: verification of the breach, mitigating/follow-up activities taken, and so on.

3.4   Consider sharing the de-identified details of the breach investigation with the PNS Chief Information Access and Privacy Officer for incorporation into training and communication.

AGREEMENT TO USE INFORMATION

THIS AGREEMENT made and effective this _____ day of _____, 20___.

BETWEEN

>   **HALIFAX REGIONAL MUNICIPALITY**, a municipal body corporate
>   incorporated pursuant to the laws of the Province of Nova Scotia
>   (herein the "Municipality");
>
>   -and-
>
>   **[COMPANY NAME],** a corporation registered to do business in the
>   Province of Nova Scotia and having its registered office at [address]

WHEREAS the Municipality and Chief Electoral Officer for Nova Scotia ("CEO") have entered into an "Information Sharing Agreement" that requires any other supplier, contractor or consultant of the Municipality, who may require use of the information, to enter into an agreement incorporating the provisions of the Information Sharing Agreement;

AND WHEREAS under the Information Sharing Agreement the Municipality may transmit certain information to a third party who is directly involved in the provision of services related to the administration of the election on behalf of the Municipality, including to a third party for the provision of voting by mail, electronically or by another voting method in accordance with section 146A of *the Municipal Elections Act;*

AND WHEREAS on [insert date] Regional Council of the Municipality authorized the Municipal Clerk to execute this Agreement on behalf of the Municipality;

AND WHEREAS [COMPANY NAME] and the Municipality have an agreement for [purpose of use] for the 2020 Halifax Regional Municipal and Conseil scolaire acadien provincial Election ("Election") which requires the use of the List of Electors from Elections Nova Scotia and other information pertaining to the election ("Product" or "ENS Information") included in the Municipality's Information Sharing Agreement with the CEO;

THEREFORE be it agreed that [COMPANY NAME] will be provided the right to use the Product in accordance with the following terms and conditions:

1. [COMPANY NAME] will use the Product only for its own internal purposes in respect of its obligations to the Municipality under its contract for services for the 2020 Election and in accordance with the *Municipal Elections Act*.

2. [COMPANY NAME] shall ensure that the Product is secure from unauthorized access.

3. [COMPANY NAME] agrees:

    i. that the Municipality, the CEO, and Elections Nova Scotia shall not be liable to [COMPANY NAME] or any other person for any loss of revenue, profit or savings, lost or damaged data, or anther commercial or economic loss or for any direct, indirect, incidental, special, consequential or other damages whatsoever, even if Municipality, the CEO, and Elections Nova Scotia have been advised of the possibility of such damages, or for claims of any nature by a third party;

    ii. that such limitation of liability shall apply whether or not liability results from a fundamental term or condition or a fundamental breach of this Agreement, arising from the use of the Product or otherwise (and whether arising in contract, tort or under any other theory of law or equity) under, arising from, connected with or related to, this Agreement;

    iii. to indemnify and hold harmless the Municipality, its Mayor, Councillors, officers, employees and representatives, and the CEO and Elections Nova Scotia and their respective officers, directors employees and representatives from and against any and all claims, actions, damages or losses which may be alleged against Municipality, the CEO, and Elections Nova Scotia in respect of any breach of this Agreement and use of the Product by [COMPANY NAME] and any third party; and

    iv. to pay resulting costs, damages, reasonable legal fees, penalties and expenses finally awarded.

4. [COMPANY NAME] shall comply with:

    i. privacy guidelines set forth, from time to time, by the Municipality, the CEO, and Elections Nova Scotia pertaining to collection, use, storage and disclosure of personal information in conjunction with or relating to the Product; and

    ii. all applicable laws including those relating to privacy and access to information laws.

5. [COMPANY NAME] shall, upon request, provide the Municipality with:

        i.   results of most recent third-party security audit and penetration tests, including, but not limited to, SOC2/Type attestation, SSAE16/ISAE3402 attestation and ISO27001 certifications;

        ii.   security and privacy policies and notices, disaster recovery plans, data breach and incident management procedures; and

        iii.   any other documents or information reasonably required by the Municipality to complete a security and privacy impact assessment.

6.   The Municipality reserves the right to further restrict use or supply of the Product by [COMPANY NAME] or to terminate this Agreement immediately where [COMPANY NAME] is in breach of the Agreement or if the Product is used for deceptive, misleading, illegal or unethical purposes.

7.   [COMPANY NAME] acknowledges that the Product is owned by the Municipality, the CEO and Elections Nova Scotia and that it has no rights to the Product other than those set out in this agreement.

8.   [COMPANY NAME] agrees that it will only use the Product received from the Municipality, CEO or Elections Nova Scotia for the administration of the Election.

9.   [COMPANY NAME] agrees to maintain the confidentiality of the Product throughout the course of its work on behalf of the Municipality.

10.   [COMPANY NAME] agrees to keep any Product received from Elections Nova Scotia unchanged.

11.   [COMPANY NAME] agrees to provide to the Municipality, in digital format, all changes or revisions made to the Preliminary List of Electors indicating the type of applied change, as well as information of all added to the Revised List of Electors.

12.   [COMPANY NAME] agrees that all copies of the Product are stored in Canada and are not stored outside of Canada at any time during or after the Term of this Agreement.

13.   [COMPANY NAME] agrees to return to the Municipality all of the Product when the Product is no longer required for the purposes of the election. [COMPANY NAME] agrees to destroy any and all copies of the Product (including, if applicable, purging [COMPANY NAME] computer systems) that have not been returned to the Municipality

14.   [COMPANY NAME] agrees to certify, in writing, to both the Municipality and Elections Nova Scotia at the end of its work for the Municipality, that the Product has been used only for election administration purposes and that all copies of the Product have been returned or destroyed. [COMPANY NAME] agrees to complete and provide to Municipality the Attestation of Destruction attached as

Schedule 1 to this Agreement.

15.   [COMPANY NAME] agrees that any privacy breach of the Product must be reported to the Municipality within twelve (12) hours and further agrees that it will take appropriate action and work with the Municipality to mitigate any privacy breach of the Product in accordance with industry best practice.

16.   This Agreement is not assignable, either in whole or in part, by [COMPANY NAME], without the prior written consent of the Municipality.

17.   This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia and [COMPANY NAME] agrees to attorn to the courts of Nova Scotia for resolution of any dispute hereunder.

18.   [COMPANY NAME] may provide Product to an agent, supplier, contractor or consultant of [COMPANY NAME] ("Consultant") to assist [COMPANY NAME] under this Agreement provided, prior to release of the Product to the Consultant:

   i.   Municipality is notified of any Consultant to be engaged; and

   ii.   [COMPANY NAME] requires the Consultant to enter into an agreement incorporating the provisions of this Agreement.

19.   Any notices required under this Agreement may be given:

   i.   for the Municipality to:

          [Name of person]
          Returning Officer
          1841 Argyle St., 2nd Floor
          Halifax, NS
          Fax: 902-490-4208

   ii.   for [COMPANY NAME] to:

          [Name of person]
          [Title of person]
          [Address and fax number]

IN WITNESS WHEREOF the parties hereto have property executed this Agreement to Use Information, to be effective as of the date first above written.

[COMPANY NAME]   **HALIFAX REGIONAL MUNICIPALITY**

Per: _____   Per: _____

Print Name: Print Name:

[Title]   [Title]

(I have authority to bind [Company Name])

SCHEDULE "1"

ATTESTATION OF DESTRUCTION OF DATA BY THE CANDIDATE OR THIRD PARTY SERVICE PROVIDER OR SUBCONTRACTOR

Whereas the Halifax Regional Municipality provided a copy of the ENS Information to [COMPANY NAME] for electoral purposes

Now therefore I, _____, certify that:

a)   the ENS Information provided was only used for electoral purposes;

b)   all copies of the ENS Information provided have been destroyed;

c)   all copies of the ENS Information and any back-up copy have been removed from all computers; and

d)   all copies of the ENS Information that have been provided to any and all third party service providers, their subcontractors or other persons have been destroyed.

_____   _____
(Authorized Signature)   (Witness Signature)

_____   _____
(Name of Authorized Signatory)   (Name of Witness Signatory)

_____   _____
(Title of Authorized Signatory)   Date (year – month – day)