



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

Item No. 14.1.7
Halifax Regional Council
May 24, 2016

TO: Mayor Savage and Members of Halifax Regional Council

Original Signed

SUBMITTED BY:

John Traves, Q.C. Acting Chief Administrative Officer

Original Signed

Bruce Zvaniga Acting Deputy Chief Administrative Officer

DATE: May 9, 2016

SUBJECT: Municipal and School Board Elections – Data Sharing Agreement with Elections
Nova Scotia

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 2016 Municipal and School Board Elections (“2016 Election”) including direction to the Returning Officer regarding the use of the electors list.

On December 1, 2015 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 2016 municipal and school board elections with the Halifax Regional Municipality, effective January 2, 2016.

LEGISLATIVE AUTHORITY

MEA, 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.

MEA, 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.

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. approve the Information Sharing Agreement with Election 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 Information to Use Agreements on behalf of the Municipality in a form substantially similar to Attachment 2 of this report.

BACKGROUND

The MEA requires the municipalities to enter into a Data Sharing Agreement with the Chief Electoral Officer of Nova Scotia which provides the mechanism for requesting data for election use for the 2016 Election. Supplemental agreements between the Municipality and election vendors with access to elector data are required to fulfill requirements contained within the Data Sharing Agreement with Elections Nova Scotia.

DISCUSSION

On December 1, 2015 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 2016 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 2016 Election. Staff are bringing this matter forward to Regional Council at this time as there are a number of technical and administrative tasks that are required to be completed before the revision period begins on August 2, 2016 and the list of electors is required to complete these tasks. The draft Data 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 Data 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 Data 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 Data Use Agreement, staff are recommending that the Municipal Clerk be authorized to execute the Agreements to Use Information on behalf of the Municipality in a form substantially similar to the template.

FINANCIAL IMPLICATIONS

There is no charge to the municipality on behalf of ENS for the use of the list of electors for the upcoming election.

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 2016 planning process.

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications as a result of this recommendation.

ALTERNATIVES

There are no alternatives offered.

ATTACHMENTS

1. Data Sharing Agreement Elections Nova Scotia and Halifax Regional Municipality
2. Information to Use Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.php> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Lori McKinnon, Assistant Returning Officer and Elections Coordinator 902.490.6810

Original Signed

Report Approved by:

Kevin Arjoon, Municipal Clerk and Returning Officer 902.490.6456

Original Signed

Report Approved by:

Martin Ward, Q.C. Acting Director of Legal, Insurance & Risk Management Services
902.490.6532

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 Municipality, a body corporate,
(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 for the sharing of lists of electors for electoral purposes;

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 or the school board, as the case may be, has entered into an agreement with the Chief Electoral Officer of Nova Scotia that protects the privacy and security of the information supplied and any required fee has been paid to the Chief Electoral Officer of Nova Scotia;

AND WHEREAS subsection 40(6) of the *Municipal Elections Act* provides that the final list of electors shall be used for election purposes only and for no other purpose and, in particular, shall not be open for inspection, disposed of or sold unless otherwise authorized under this Agreement;

AND WHEREAS subsection 62(3)(a) of the *Elections Act* permits the Chief Electoral Officer to disclose to municipalities and school boards, for electoral purposes, an elector’s residential address, mailing address, legal name, sex, contact information, day, month and year of birth, and a unique identification number assigned by the Chief Electoral Officer;

AND WHEREAS the Parties agree that mutual sharing of data by each Party, for election purposes only, in accordance with their respective governing legislation, is in the best interests of Nova Scotia electors.

THEREFORE, in consideration of the premises 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 purge all accessible data files;

“Election Administration Purposes” means those purposes directly related to the administration of a municipal election or school board election;

“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 described in section 140A of the *Municipal Elections Act*, consisting of the revised list of electors together with any revisions made pursuant to sections 98 or 123 of the *Municipal Elections Act*, including the birthdate information for each elector whose name appears on the list;

“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;

“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 30 of 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 purposes of this Agreement are:

- (i) to provide a secure, efficient and predictable method for the transfer of Information between the Parties;
- (ii) to ensure that the Information exchanged between the Parties is not used for purposes other than election 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 for election purposes.

4.0 SHARING OF INFORMATION

4.1 The ENS Information shall be 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 Schedule "A" of this Agreement.

4.4 To ensure that the Information remains current, the Municipality agrees to provide to ENS, within sixty (60) days following any municipal or school board election the Final List of Electors, in accordance with subsection 30B(5) and 140A of the *Municipal Elections Act*, which includes any and all revisions/changes made to the Preliminary List of Electors, as well as the particulars of electors who were added to the Revised 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.

4.5 The revisions/changes to the Preliminary List of Electors and the Revised List of Electors, referred to in subsection 4.4 herein, shall also include all revisions/changes 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.

5.0 USE OF INFORMATION

5.1 It is a condition of this Agreement that:

- (a) the ENS Information transmitted to the Municipality by ENS be used for Election Administration Purposes only, in accordance with subsections 40(6), (7) and (8) of the *Municipal Elections Act* and subsection 62(2) of the *Elections Act*.
- (b) 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 days of the close of polls on election day, by completing the "Attestation of Destruction", attached hereto as Schedule "B".

- (c) 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 fifteen days from the issuance of a final decision issued in accordance with the *Controverted Elections Act*.
- (d) 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
 - (i) has only been used for electoral purposes;
 - (ii) where the information is provided in electronic form, it shall be distributed in encrypted form with the password to the encryption provided separately; and
 - (iii) the candidate and others who received the ENS Information 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".

and

- (d) the Municipality must maintain copies of the Attestation of Destruction forms cited in subsections (b) and (c) for a period of one (1) year from the date of the election.

5.2 The Municipality may, in accordance with the *Municipal Elections Act*,

- (a) proceed with the revision of the Preliminary List of Electors in accordance with the provisions of Section 34 of the *Municipal Elections Act*;
- (b) distribute to the candidates a 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 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 146 A of the *Municipal Elections Act*, subject to the following conditions:

- (a) the Municipality must give thirty (30) days' written notice to ENS before the ENS Information is shared with a third party on behalf of the Municipality;
- (b) the Municipality must certify in writing that the third party is contractually obligated to:
 - (i) maintain the confidentiality of the ENS Information throughout the course of the third party's work on behalf of the Municipality;
 - (ii) destroy all copies of the ENS Information when the third party's work on behalf of the Municipality is completed;
 - (iii) acknowledge ENS' ownership of the ENS Information;
 - (iv) use the ENS Information received for Election Administration Purposes only;
 - (v) destroy all copies of ENS Information by each third party completing and returning the Attestation of Destruction, attached hereto as Schedule "C";
 - (vi) certify, in writing, 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;
 - (vii) keep, in digital format, all changes/revisions made to the Preliminary List of Electors indicating type of applied change, as well as information of all added electors to the Final List of Electors, as specified within Schedule "A" of this Agreement;

and

- (c) the Municipality must maintain copies of the Attestation of Destruction forms cited in subsection (b)(v) for a period of one (1) year from the date of the election; and
- (d) the Municipality must provide ENS with a copy of the certification completed by the third party pursuant to clause 7.1(b)(v).

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 in accordance with section 4.0.

8.2 The Municipality must certify in writing to ENS that:

- (a) the Municipality has received certificates of destruction regarding ENS Information provided to candidates and others by or on behalf of a candidate as described in clause 5.1(c); and
- (a) all of the terms of clause 7.1(b) regarding contracts entered into and the Attestation of Destruction by third parties have been met.

8.3 The Municipality agrees that ENS retains the right to audit that the Municipality has fulfilled its obligations set forth in sections 5.1 and 7.1 and, may audit:

- (a) contracts between the Municipality and third parties;
- (b) maintained copies of the Attestation of Destruction; and

(c) 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 agrees that any privacy breach of ENS Information must be reported to ENS within 24 hours and further agrees that the Municipality will 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.

10.0 SECURITY

10.1 Each Party recognizes the confidential character of the Information transmitted.

10.2 Each Party 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 Each Party warrants that it has 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 1, 2016 (the "Commencement Date") and shall continue for a term of Four (4) years commencing on the Commencement Date (the "Term").

12.0 MISCELLANEOUS PROVISIONS

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

12.2 The Parties agrees that either Party 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 or Municipality Information by ENS.

12.3 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.

12.4 ENS agrees that the ENS Information it provides to the Municipality shall be provided to a *returning officer*, as that term is defined in the *Municipal Elections Act*.

13.0 INDEMNITY

13.1 The Parties shall indemnify and hold each other harmless from and against any and all claims, demands, suits and causes of action (“Claim(s)”) made or brought against one of them at any time hereafter, and all damages, losses, expenses, legal fees (on a solicitor and client basis), costs and liabilities suffered or incurred by either Party, its servants, agents or employees, or any third party in respect of such Claim, as a result of or arising out of the other Party’s negligence or wilful misconduct in its use of the ENS Information provided to the Municipality or Municipality Information provided to ENS hereunder, except to the extent that such Claim is attributable to either Party’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 the obligations set out in sections 5.1 and 7.1 have not been met, the following consequences will be initiated by ENS:

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

Chief Administrative Officer
P.O. Box 1749
Halifax, Nova Scotia B3J 3A5

17.0 AMENDMENTS

17.1 No amendment may be made to this Agreement without the written consent of the 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)

)

) **Halifax Municipality**

)

) Per:

_____) _____
Witness) (Authorized Signature)

)

)

) _____
(Name of Authorized Signatory)

)

)

) _____
(Title of Authorized Signatory)

)

SCHEDULE "A"

EXCHANGED INFORMATION

1. Information Exchange

- 1.1 ENS shall have access to the Municipality's electoral district boundaries to maintain the ENS Civic Address Registry.
- 1.2 The Municipality shall provide ENS with the most current digital spatial boundary for the municipality and 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.
- 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 and the Final List of Electors, to analyze and update the Nova Scotia Register of Electors, where required.
- 1.7 Given that the Municipality is using the Municipal Election Management System database which is similar to the Provincial Election Management System, then 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, 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 same above mentioned database tables 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 (*M or F or U-unknown*)
 - o Unknown Sex should be updated when possible.
- Current Residential Address of the Elector

- If the elector changed his/her 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 his/her 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 his/her 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 Municipal Election Management System 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 table. A unique ID must be automatically provided by the Election Management System
 - 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, within one month following any election or election related activity. 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:
 - all revisions made to the electors during the revision period, and
 - 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 transmit the compiled Nova Scotia list of electors digital data set, with prior approval of the Chief Electoral Officer, to the Municipality, once requested in writing.
- 2.2 The Municipality shall deliver the digital data set of the final list of electors sixty (60) days post-election, at the most in accordance with section 140A of the *Municipal Elections Act*.

SCHEDULE "A1"

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 List of Electors extracted from the NS Register of Electors to [Name of the 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 List of Electors has only been used for electoral purposes;
- b) all copies of the List of Electors 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; and
- c) all copies of the List of Electors provided to candidates have been certified as destroyed by each candidate and that the Municipality has received a Attestation of Destruction from each.
- d) all copies of any ENS Information that has been received during the Information Sharing Agreement has been destroyed in accordance with Article 5.1 of that Agreement, including by the times set out in that Article.

(Authorized Signature)

(Witness Signature)

(Name of Authorized Signatory)

(Name of Witness Signatory)

(Title of Authorized Signatory)

Date (year – month – day)

SCHEDULE "C"

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

Whereas [Name of the Municipality] _____ provided a copy
of the List of Electors to [Name of the Candidate/Third Party Service Provider/Subcontractor]
_____ for electoral purposes

Now therefore I, _____, certify that:

- a) the List of Electors provided was only used for electoral purposes;
- b) all copies of the List of Electors provided have been destroyed;
- c) all copies of the List of Electors and any back-up copy have been removed from all computers; and
- d) all copies of the List of Electors 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**

PART 2 - Privacy Complaint Procedure

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 Chief Information Access and Privacy Officer for incorporation into training and communication.

Attachment 2

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 a "License to Use Information" 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 "License to Use Information" agreement;

AND WHEREAS under the License to Use 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 146 A of *the Municipal Elections Act*;

AND WHEREAS on May 24, 2016 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 2016 Halifax Regional Municipal and Halifax Regional School Board Election ("Election") which requires the use of the List of Electors for Elections Nova Scotia and other information pertaining to the election ("Product") included in the Municipality's "License to Use Information" agreement with the CEO;

THEREFORE be it agreed that [company name] will be provided the right to use the file(s) 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 2016 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 another 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 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. 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.

6. [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.
7. [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.
8. [COMPANY NAME] agrees to maintain the confidentiality of the Product throughout the course of its work on behalf of the Municipality.
9. [COMPANY NAME] agrees to keep any Product received from Elections Nova Scotia unchanged.
10. [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. The changes
11. [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.
12. [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
13. [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.
14. This Agreement is not assignable, either in whole or in part, by [COMPANY NAME], without the prior written consent of the Municipality.
15. 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.

16. [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.
17. Any notices required under this Agreement may be given:
- i. for the Municipality to:
Kevin Arjoon
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]

The Halifax Regional Municipality

Per: _____
Print Name: [Name]
[Title]
(I have authority to bind [Company Name])

Per: _____
Kevin Arjoon
Municipal Clerk

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 List of Electors to [COMPANY NAME] for electoral purposes

Now therefore I, _____, certify that:

- a) the List of Electors provided was only used for electoral purposes;
- b) all copies of the List of Electors provided have been destroyed;
- c) all copies of the List of Electors and any back-up copy have been removed from all computers; and
- d) all copies of the List of Electors 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)