



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

Item No. 15.3.1
Halifax Regional Council
March 19, 2024

TO: Members of Halifax Regional Council

SUBMITTED BY: Original Signed
Mayor Mike Savage, Chair, Executive Standing Committee

DATE: March 11, 2024

SUBJECT: **2024 Halifax Regional Municipality and CSAP Election – Information Sharing Agreement with Elections Nova Scotia**

ORIGIN

March 11, 2024 meeting of the Executive Standing Committee, Item 13.1.1.

LEGISLATIVE AUTHORITY

Legislative Authority is outlined in the attached staff report dated February 16, 2024.

Executive Standing Committee – Terms of Reference
General Government of the Council

8. The Executive Standing Committee shall act as a review committee for matters related to the general self-governance and administration of the Council as directed by the Council.

RECOMMENDATION

The Executive Standing Committee recommends that Halifax Regional Council:

1. Approve Halifax Regional Municipality entering into an Information Sharing Agreement with the Province of Nova Scotia that, in the determination of the Returning Officer, is the same as or is substantially similar to the draft set out in Attachment 1 of the staff report dated February 16, 2024, and authorize and direct the Mayor and Municipal Clerk to execute this Agreement on behalf of the Municipality; and
2. Authorize the Municipal Clerk to negotiate and execute Agreements to Use Information on behalf of the Municipality that, in the determination of the Returning Officer, are substantially in the form and content of Attachment 2 of the staff report dated February 16, 2024.

BACKGROUND

Executive Standing Committee received a staff recommendation report dated February 16, 2024 to consider the 2024 Halifax Regional Municipality and CSAP Election – Information Sharing Agreement with Elections Nova Scotia.

For further information refer to the attached staff report dated February 16, 2024.

DISCUSSION

Executive Standing Committee considered the staff report dated February 16, 2024 and approved the recommendation to Halifax Regional Council as outlined in this report.

FINANCIAL IMPLICATIONS

Financial implications are outlined in the attached staff report dated February 16, 2024.

RISK CONSIDERATION

Risk consideration is outlined in the attached staff report dated February 16, 2024.

COMMUNITY ENGAGEMENT

Meetings of the Executive Standing Committee are open to public attendance and members of the public are invited to address the Standing Committee for up to five (5) minutes during the Public Participation portion of the meeting. Meetings are live webcast on Halifax.ca. The agenda, reports, video, and minutes of the Standing Committee are posted on Halifax.ca.

For further information on Community Engagement refer to the attached staff report dated February 16, 2024.

ENVIRONMENTAL IMPLICATIONS

Environmental implications are outlined in the staff report dated February 16, 2024.

ALTERNATIVES

Alternatives are outlined in the attached staff report dated February 16, 2024.

ATTACHMENTS

Attachment 1 – Staff recommendation report dated February 16, 2024.

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: Catie Campbell, Legislative Assistant, Municipal Clerk's Office 782.641.0796



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

Item No. 13.1.1
Executive Standing Committee
March 11, 2024

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY: **ORIGINAL SIGNED**

Cathie O'Toole, Chief Administrative Officer

DATE: February 16, 2024

SUBJECT: 2024 Halifax Regional Municipality and CSAP Election – Information 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 2024 Halifax Regional Municipality and Conseil scolaire acadien provincial Elections (“2024 Election”) including direction to the Returning Officer regarding the use of the electors list.

On December 13, 2023, Council authorized the election office to use the permanent list of electors supplied by Elections Nova Scotia (ENS).

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.

RECOMMENDATION

Executive Standing Committee recommends that Halifax Regional Council:

1. Approve Halifax Regional Municipality entering into an Information Sharing Agreement with the Province of Nova Scotia that, in the determination of the Returning Officer, is the same as or is substantially similar

to the draft set out in Attachment 1 of this report, and authorize and direct the Mayor and Municipal Clerk to execute this Agreement on behalf of the Municipality;

2. Authorize the Municipal Clerk to negotiate and execute Agreements to Use Information on behalf of the Municipality that, in the determination of the Returning Officer, are substantially in the form and content of Attachment 2 of this report.

BACKGROUND

The Municipal Elections Act requires the municipalities to enter into an Information Sharing Agreement with the Chief Electoral Officer of Nova Scotia that provides the mechanism for requesting voters list data for the 2024 Election. Supplemental agreements between the Municipality and election vendors with access to elector data are necessary to fulfill requirements contained within the Information Sharing Agreement with Elections Nova Scotia.

DISCUSSION

On December 12, 2023 Halifax Regional Council satisfied the requirement of subsection 30(1) of the MEA by authorizing the election office to use the preliminary list of electors supplied by Elections Nova Scotia (ENS) for the 2024 Election. This 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. Per subsection 30B (4) of the MEA, the Municipality must enter into an agreement with Elections Nova. This agreement must be in place prior to the Province of Nova Scotia delivering the preliminary list of electors for use by the Municipality for the 2024 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 in July 2024 and the list of electors is required to complete these tasks.

On December 12, 2023 Halifax Regional Council passed a motion at item 15.3.1 appointing the Municipal Clerk, Iain MacLean, as the Returning Officer. At page 3 of the accompanying report, staff advised that a draft of the Information Sharing Agreement between HRM and Elections Nova Scotia would be brought forward to Council for approval. This draft is referenced in recommended motion # 1 of this report and is attached below as Attachment 1.

The draft Information Sharing Agreement is attached for Council's consideration and once executed, will allow the Province of Nova Scotia to provide the Municipality with the preliminary list of electors. As part of the requirements under the Information Sharing Agreement all election vendors (including sub-contractors) of the Municipality that will have access to elector data will be required by contract to follow the provisions in the Information Sharing Agreement regarding the protection and purging of elector data post-election. Accordingly, a template Agreement to Use Information is attached as Attachment 2, for use by HRM subcontractors that are not yet bound by such contractual obligations. If Council approves the Information Sharing Agreement, staff are recommending that the Municipal Clerk be authorized to execute Agreements to Use Information on behalf of the Municipality that are substantially in the form and content of the template.

FINANCIAL IMPLICATIONS

There are no financial implications at this time.

RISK CONSIDERATION

The 2024 election is legislatively required and Halifax Regional Council has already provided direction to use the provincial list of electors as opposed to enumeration for the 2024 election.

COMMUNITY ENGAGEMENT

No community engagement was required.

ENVIRONMENTAL IMPLICATIONS

No environmental implications were identified.

ALTERNATIVES

Executive Standing Committee could recommend that Halifax Regional Council not approve the recommendation.

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: Liam MacSween, Elections and Special Projects Manager, 902.233.5207

INFORMATION SHARING AGREEMENT

BETWEEN:

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

(hereinafter referred to as “ENS”)

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY, a body corporate, as represented by the
Mayor and Municipal Clerk

(hereinafter referred to as the “Municipality”)

OF THE SECOND PART

(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 returning officer to use that information to create a municipal list of electors;

AND WHEREAS 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, gender (where provided), 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 relevant privacy and personal information legislation, is in the best interests of Nova Scotia electors;

NOW 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 an election for the Municipality 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 an 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 municipality council under the *Municipal Elections Act*; and

“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 provided 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”.

- 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 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 by-law, 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 village or 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; and
- (f) keep, in digital format, all changes/revisions made to the Preliminary List of Electors as based on ENS provided 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 30 days after completion.

8.0 MUNICIPALITY RESPONSIBILITIES

- 8.1 The Municipality agrees that the Municipality Information it provides to ENS shall be provided, in encrypted digital format, 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.

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 1, 2024** (the “Commencement Date”) and shall continue until **April 1, 2028** (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 1749
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
in the presence of:

**HIS MAJESTY THE KING in right of the
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)

SCHEDULE “A”

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.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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 municipal 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 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' :
 - o ENS Unique Elector ID
 - o Full Legal Name (*last name, first name, middle name*)
 - o Date of Birth (*YYYY/MM/DD*)
 - o Gender (*M, F, X, or U when not provided*)
 - o Related ENS civic address identifier
 - o Mailing Address
 - o Status of the elector: ENS provides the Municipality with all records of active electors only.
 - o Last update date
- 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, in a digital format, the same above-mentioned information but including the updated and added information of the electors on its Final List of Electors, **including those of electors added on election day**. The following information should be updated where needed, as mentioned below:

- **Last Update Date**
 - o If no change/revision was done on the elector's record, then the last update date should not be changed, otherwise it should reflect the date of the update to the information. This field will be used in determining which electors records have been changed.
- **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.
- **Full Name** (*last name, first name, middle name*)
 - o No initials should be used whenever possible.
- **Date of Birth** (*YYYY/MM/DD*)

- Date should keep its format of *YYYY/MM/DD*.
- Correct date of birth should be provided for all added electors.
- **Gender** (M, F, X, or U when not provided by elector)
- **Current Residential Civic 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 moved 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.
- **Current 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 residential civic address.
- 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 is 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, 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 revised list of electors, forty-five (45) 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 the Halifax Regional Municipality for electoral purposes;

AND 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; and
- (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.

(Authorized Signature)

(Witness Signature)

(Name of Authorized Signatory)

(Name of Witness Signatory)

Date (year – month – day)

Date (year – month – day)

SCHEDULE “C”

**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 [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 breach**
- 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 Housing;
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.

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 2024 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 2024 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 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)