Single Room Accommodation (SRA) By-law
Tenant Relocation Privacy Agreement

This Agreement (the "Agreement") is made on this_____day of_____, 20__, between the City of Vancouver (the "City"), and _____ (the Developer Applicant, or "Applicant"), as follows:

A. The City, through its SRA By-law, seeks to work with development applicants to deliver a program to provide tenant protection when undertaking redevelopment, conversion or renovation.

B. In complying with the SRA By-law, the Applicant will be required to provide the City with tenant contact information, receive limited information regarding Tenants Needs from the City survey summary (the "Summary") as applicable, and create a Tenant Relocation Plan (the"Plan")(collectively, the "TRP Activities").

C. In undertaking the TRP Activities the Applicant will acquire or have access to "personal information", as such term is defined in the Freedom of Information and Protection of Privacy Act (British Columbia) ("FIPPA").

D. As a condition of allowing the Applicant to acquire or have access to personal information in undertaking the TRP Activities (the "Personal Information"), the City requires the Applicant to agree to the terms set for in this Agreement.

THEREFORE, in consideration of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The City agrees to share and the Applicant agrees to receive the Personal Information subject to the terms and conditions set out in this Agreement.

2. The Applicant acknowledges that it is receiving the Personal Information as part of its participation in a program or activity of the City and must comply with the obligations imposed on the City by FIPPA, in addition to all other applicable laws relating to privacy and personal information including the *Personal Information Protection Act (British Columbia)*("PIPA").

3. The Applicant shall not receive any Personal Information from the City, or otherwise engage in any activity that would allow the Applicant to acquire or have access to the Personal Information until the Applicant has delivered a signed copy of this Agreement to the City.

4. The Applicant agrees that the Personal Information is to be used solely for the purposes of complying with the SRA By-law, including contacting and assessing compensation and support for tenants of _____ [Civic Address of Property].

5. The Applicant agrees to destroy all Personal Information, in whatever form or medium it is contained, and provide the City with written confirmation of its destruction within thirty (30) days of receipt of the final occupancy permit.

6. The Applicant will not, directly or indirectly, in any manner whatsoever:

   (a) use, share, or disclose the Personal Information in any manner whatsoever, whether for commercial or non-commercial purposes, other than for the purposes outlined in this agreement; or

   (b) fail to maintain the Personal Information in confidence or take suitable precautions to ensure that the Personal Information is not disclosed except as otherwise authorized hereunder. This includes, but is not limited to, secure handling, processing, storage, destruction and disposition of information.

7. The Applicant confirms that it will make every reasonable effort to ensure the Personal Information in its custody is accurate, complete, and up-to-date. The Applicant further confirms that it will not alter any Personal Information they receive except as in accordance with this provision.

8. In accordance with FIPPA requirements, the Applicant agrees not to store, process, transmit or access Personal Information outside Canada.

9. The City makes no representation or warranty to the Applicant about the accuracy or completeness of any of the Personal Information, and the City shall have no liability to the Applicant resulting from the use by the Applicant of the Personal Information.

10. The Applicant shall, promptly upon the City's request, return to the City or destroy all papers, documents, computer disks, software, and other media containing all or any portion of the Personal Information, together with any notes, reports, abstracts, or documents, in any form or medium, containing any portion of the Personal Information.

11. The Applicant acknowledges that the City may suffer severe and irreparable injury as a result of the Applicant's failure to comply with the restrictions contained in this Agreement, and further that the City has no adequate remedy at law with respect to any such violation. Accordingly, the parties agree that upon any such violation, the City is entitled, in addition to any other remedies available to it either at law or in equity, to injunctive relief restraining the Applicant from violation of such restrictions.

12. The Applicant agrees that the Personal Information disclosed to the Applicant is in trust and confidence and such Personal Information is not to be delivered to any person or entity without the advanced written consent of the City.

13. The Applicant shall report all alleged breaches of this Agreement in writing to a General Manager or equivalent.

14. The Applicant now releases the City and its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Applicant in connection with the Applicant's use of or reliance on any Personal Information.

15. The Applicant hereby agrees to indemnify and save harmless the City and its officials, officers, employees and agents (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of:

    a. the Applicant's use of or reliance on any Personal Information including any Summary provided by the City; or

    b. any breach by the Applicant of the terms and conditions of this Agreement.

16. The release set out in Section 14 and the indemnity set out in Section 15:

    a. will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity or as set out in Section 11 of this Agreement; and

    b. will survive the expiry or earlier termination of this Agreement.

17. This Agreement contains the entire agreement of the parties pertaining to the subject matter hereof, and may not be amended except by an agreement in writing signed by the parties.

18. No failure or delay by the City in exercising any of its rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof limit or preclude any other or further exercise thereof, or the exercise of any other right hereunder.

19. This Agreement is binding upon and inures to the benefit of each of the parties and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the Province of British Columbia.

20. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

CITY OF VANCOUVER

By: _____

Name: _____

Title: _____

APPLICANT

By: _____

Name: _____

Title: _____