≈BCFerries

Services Contract British Columbia Ferry Services Inc. ("BC FERRIES") DEEP WATER RECOVERY LTD. Suite 500, 1321 Blanshard Street The "CONTRACTOR" at the following address: Victoria, British Columbia V8W 0B7 1500 - 570 Granville Street Vancouver, B.C. Ed Hopper - Executive Director, Attention: Shipbuilding V6C 3P1 FOIPP Act, s.22 - telephone number Mark Jurisich - Operations Manager, Telephone: FOIPP Act, s.22 -Attention: Canada Area Code Number telephone number Email: Ed.Hooper@bcferries.com Telephone: Area Code Number Reference PO #: Facsimile: Area Code Number

BC FERRIES AND THE CONTRACTOR AGREE TO THE TERMS AND CONDITIONS CONTAINED IN SECTIONS 1 THROUGH 30, INCLUSIVE IN THIS AGREEMENT AND IN THE SCHEDULES OUTLINED BELOW AND ANY ADDENDUM ATTACHED HEREIN.

SCHEDULE "A" - DETAILS OF SUPPLY OF SERVICES	AND/OR MATERIALS
(a) Services: A general overview of the services to be performed "A" – Details of Supply of Services and/or Mater	d by the Contractor. Full details as set out in Addendum to Schedule rials
(b) Term: From November 1st, 2021 to	February 1st, 2022
SCHEDULE "B" - CONTRACT PRICE	
(a) Maximum Contract Price: \$ 16,500 (plus applicable taxes) (b) Fee: \$ 5,500 per month	(d) Billing Date: Invoices and Confirmation of Services Rendered shall be submitted l st of every month detailing the Services completed and/or the number of hours/days devoted thereto.
for actual services rendered only (c) Approved expenses, not to exceed: \$	(e) Payment Terms: Unless otherwise set out in an Addendum to Schedule "B", upon receipt of an invoice and Confirmation of Services Rendered detailing the Services performed, payment shall be made net 30 days after receipt and approval of the invoice.
SCHEDULE "C" - APPROVED SUBCONTRACTOR(S)	
As set out in Addendum to Schedule "C" – Approved Subcont SCHEDULE "D" – ADDITIONAL TERMS	tractor(s)
As set out in Addendum to Schedule "D" – Additional Terms	
SCHEDULE "E" – INSURANCE	
As set out in Addendum to Schedule "E" – Insurance	
SCHEDULE "F" - PRIVACY PROTECTION SCHEDUL	E (FOIPPA)
As set out in Addendum to Schedule "F" - Privacy Protection	

TERMS AND CONDITIONS

THE CONTRACTOR

The Contractor will:

- (a) provide to BC Ferries the services listed in Schedule "A" hereto and all other services as are necessarily incidental thereto (the "Services"), during the Term, for the Contract Price established in Schedule "B" in accordance with the terms and conditions of this Agreement, including the Addendum to the Schedules (if any) attached, notwithstanding the date of the execution and delivery of this Agreement;
- (b) supply at its own expense all labour, materials and approvals necessary to perform the Services except as specifically set forth herein:
- (c) provide BC Ferries with status reports (a "Confirmation of Services Rendered") regarding the performance of the Services by the Contractor at such intervals as BC Ferries may reasonably direct; the report shall be made up to the end of the period in respect of which it is made, in a form acceptable to BC Ferries and shall contain information as may be reasonably required by BC Ferries from time to time;
- (d) comply with all applicable laws, regulations, and requirements of federal, provincial, municipal and other governing authorities;
- (e) comply with all statutory occupational health and safety requirements under or in connection with the Workers Compensation Act in performance of the Services and the Contractor represents and warrants to BC Ferries that it is in compliance with all requirements of the Workers Compensation Act, including registration;
- (f) comply with BC Ferries' login/logout Policies and Contractor's Safety Guidelines as outlined in Appendix "A";
- (g) not assign this Agreement nor subcontract any right, duty or obligations hereunder to any person, firm or corporation without the prior written consent of BC Ferries and any attempt to so assign or subcontract without such consent of BC Ferries shall be null and void and of no effect;
- (h) at all times maintain a first class standard of care, skill and diligence in performance of the Services, warranting that the Services shall be performed to the standard of experienced professionals in the Contractor's field;
- (i) ensure that all persons employed or engaged by it to perform the Services have the qualifications, experience and capabilities necessary to perform the Services taking all reasonable steps to insure that such persons perform the Services to a first class standard of care, skill and diligence of experienced professionals in the Contractor's field;
- (i) establish and maintain records, as required by BC Ferries from time to time;
- (k) not advertise or otherwise publicize its working relationship under this contract without the prior written consent of BC Ferries;
- (l) indemnify and save harmless BC Ferries, its directors, officers, employees, agents, servants and assigns from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that BC Ferries may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or any of the Contractor's agents, employees, directors, officers, or subcontractors engaged in connection with the Services, including without limitation, any infringement of copyrights or licence rights by the Contractor, excepting always liability to the extent arising out of the independent wilful acts of BC Ferries. This section 1 (l) shall survive the expiry of the Term or the earlier termination of this Agreement;
- (m) during the Term of this Agreement, provide, maintain and pay for insurance in such form and amounts, with such deductibles, and according to the terms and conditions outlined in Schedule "E":
- (n) make application for, obtain and remit to BC Ferries any applicable refund or rebate of federal or provincial taxes or duties available with respect to any articles, materials, equipment or services used or provided under this Agreement; and
- (o) remedy deficiencies in the services promptly on request of BC Ferries for a period of one (1) year after the Term, at no charge to BC Ferries. This section, 1 (o), shall survive the expiry of the Term or the earlier termination of this Agreement.
- The Contractor acknowledges and agrees that, at all times, BC Ferries has the right of control, review and prior approval with respect to the performance of the Services and may from time to time impose specific requirements and general procedures with which the Contractor must comply and without restricting the generality of the foregoing, BC Ferries may require that its approval of any particular stage of the Services be obtained before the Contractor continues to the next stage in the performance of the Services and such approval by BC Ferries shall not effect or diminish in any way the obligations and liabilities of the Contractor with respect to the Services set forth herein or otherwise arising, nor shall BC Ferries be deemed by virtue of this paragraph to be entitled to direct the Contractor as to the manner in which the Services are performed.

THE CONTRACT PRICE

- 3. The amount payable to the Contractor in respect of the Services (for fees, expenses or otherwise) shall not exceed, in the aggregate, the Maximum Contract Price set out in Schedule "B", except if pre-authorized in writing by BC Ferries.
- 4. Where Schedule "B" provisions (b) and/or (c) apply, the Contractor shall be paid only for actual Services rendered, and, if applicable, approved expenses incurred, up to the Maximum Contract Price pursuant to Schedule "B".
- 5. The Contractor will submit written statements of account in the form of an Invoice, referencing the PO number as noted herein, to BC Ferries commencing on the "Billing Date" and thereafter as specified in Schedule "B" and shall submit the original invoice directly to Accounts Payable located at Suite 500, 1321 Blanshard Street, Victoria BC, V8W 0B7. The Contractor will, in addition to the Invoice, submit written statements of account in the form of a Confirmation of Services Rendered referencing the PO number as noted herein and detailing the work performed, the amount invoiced including holdbacks (if applicable) and other information as may be reasonably required by BC Ferries. The Confirmation of Services Rendered is to be submitted to the BC Ferries Representative.
- 6. BC Ferries may, at its discretion, withhold from the Contract Price sufficient monies to indemnify BC Ferries completely against any lien, claim or deficiency arising under this Agreement.

BC FERRIES

7. BC Ferries will:

- (a) subject to the terms of this Agreement, on approval of an invoice and Confirmation of Services Rendered pay to the Contractor the Contract Price calculated per Schedule "B" and clauses 3 and 4 hereof, in full settlement for the Services and the Contractor will accept same as payment in full for the Services;
- (b) make available to the Contractor all available information considered by BC Ferries to be pertinent to the Services and shall provide the Contractor with access to BC Ferries facilities and equipment as set out in Schedule "A".

SUSPENSION OF WORK/TERMINATION

- 8. This Agreement shall automatically terminate upon expiration of the Term.
- 9. Prior to the expiration of the Term, either party may, at its option, elect to terminate the Agreement, provided that the party electing to terminate provides the other with 15 days' notice in writing, or payment in lieu of notice.
- 10. BC Ferries may terminate this Agreement at any time, without notice or payment in lieu of notice, upon occurrence of any of the following:
 - (a) the Contractor fails to comply with any provision of this Agreement or in circumstances where, if the Contractor was an Employee, BC Ferries could terminate this Agreement for just cause; or
 - (b) the Contractor becomes bankrupt or insolvent or subject to an assignment for the benefit of creditors of the Contractor.
- 11. Where the Contractor fails to comply with the provisions of this Agreement, BC Ferries may, in addition to terminating this Agreement, pursue such other remedies as it deems necessary.
- 12. The parties expressly agree that upon termination of this Agreement at any time and for any reason, there shall be no monies owing or payable by BC Ferries to the Contractor other than monies already accrued and owing to the Contractor up to the date of termination.
- 13. BC Ferries may, at its option, suspend performance of the Services and payment of the Contract Price in the event of any problem or dispute arising between the Contractor and BC Ferries or for any other reason BC Ferries consider appropriate.

GENERAL

- 14. The Contractor shall not be the employee or agent of BC Ferries and accordingly shall not purport to enter into any contract or subcontract on behalf of BC Ferries or otherwise act on its behalf. The Contractor hereby acknowledges that BC Ferries shall not be required on behalf of the Contractor to make remittances or payments required by statute of employers and that the Contractor and its employees shall not be entitled to any benefits provided by BC Ferries to its employees.
- 15. This Agreement is made and shall be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 16. Time shall be of the essence of this Agreement.
- 17. Any notice required to be given hereunder shall be written and may be faxed, delivered by hand or mailed by prepaid registered mail to the addresses on the first page of this Agreement (or at such other British Columbia address as either party may from time to time designate in writing to the other); and any such notice mailed will be deemed to be received on the third business day after mailing (weekends, statutory holidays and days on which there is postal service disruption excepted).
- 18. If any provision of this Agreement is unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such provisions shall be severable from the remainder of this Agreement.

- 19. No waiver by either party of any breach of a provision of this Agreement shall be deemed to be a waiver of any other breach of this Agreement.
- 20. Notwithstanding anything herein to the contrary, neither party hereto shall be deemed in default with respect to the performance of the terms, covenants, and conditions of this Agreement if the same shall be due to any reason beyond the reasonable control of the party including due to any strike, lockout, civil commotion, sabotage, governmental regulations or controls or acts of God. Any party affected by an event of Force Majeure shall give notice of such event to the others as soon as it becomes aware of such event and shall take all reasonable steps to mitigate the effects of such event.
- 21. All material, documents, manuals, reports, plans, records, specifications, computer programs, computer source codes, computer documentation, concepts, findings, data, drawings, information and processes prepared or produced by or at the discretion of the Contractor directly or indirectly in connection with the Services or otherwise developed or first reduced to practice by the Contractor or its agents, employees or subcontractors in performing the Services (collectively the "Material") shall belong exclusively to BC Ferries which shall be solely entitled to all patents, copyright, trademark and other intellectual property rights in respect thereof; provided that the Contractor is hereby granted a non-exclusive licence during the Term to prepare and use the Material in performing the Services. Such licence shall terminate upon the termination of this Agreement. No copies extracts or any other reproduction of any Material shall be made by the Contractor without the express written permission of BC Ferries. The Contractor hereby irrevocably waives all moral rights and rights of authorship or attribution that the Contractor may have in the Materials. The Contractor represents, warrants and covenants that the Materials do not and will not infringe the intellectual property rights of any other party.
- 22. The Contractor acknowledges that during the Term of this Agreement, the Contractor or any of the Contractor's agents, employees or subcontractors may have access to confidential information (the "Confidential Information") concerning BC Ferries or other third parties dealing with BC Ferries which information is of a special and unique value respecting the operation and affairs of BC Ferries and such third parties. The Contractor agrees that any Confidential Information which has or will come into its possession or knowledge in connection with the Services shall be held in the strictest confidence and that, during the term of this Agreement or at any time thereafter, the Contractor, or any of the Contractor's agents, employees or subcontractors shall not make use of the Confidential Information other than in the performance of the Services and shall not disclose or release it to any other party. This section shall survive the expiry of the Term or the earlier termination of this Agreement.
- 23. Upon request of BC Ferries, the Contractor shall permit BC Ferries to inspect, review, retain and/or copy all Material and upon the request of BC Ferries during the Term of this Agreement, or upon termination of this Agreement, the Contractor shall immediately deliver to BC Ferries any or all Materials or Confidential Information, together with all copies thereof and extracts therefrom, which may be in the possession or under the control of the Contractor or its agents, employees or subcontractors
- 24. All assets and property provided by BC Ferries to the Contractor or any of the Contractor's agents, employees or subcontractors will be and remain the exclusive property of BC Ferries and shall be delivered by the Contractor to BC Ferries immediately upon BC Ferries giving notice of such request to the Contractor and shall be returned to BC Ferries forthwith upon the completion of the Services or earlier termination of this Agreement in the same or better condition than they were at the time of delivery to the Contractor or its agents, employees or subcontractors.
- 25. No alteration or amendment to this Agreement shall be effective unless the same is in writing and duly executed by the parties hereto in the same manner as this Agreement.
- 26. This Agreement and related local purchase order(s) and any amendment made pursuant to section 25, constitute the entire Agreement between the parties.
- 27. Any determination by BC Ferries as to its consent shall be in its absolute discretion.
- 28. Where the Contractor is a limited company, the Contractor hereby represents and warrants to BC Ferries that the signatory has been duly authorized by the Contractor to enter into this Agreement without corporate seal on behalf of the said company.
- 29. The Contractor acknowledges that BC Ferries is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 ("FOIPPA"). The Contractor will ensure that all personal information that is collected, used, disclosed, retained or created is done so in accordance with FOIPPA.
- 30. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement the 22 day of November 20 21.

SIGNED AND DELIVERED on behalf of	SIGNED AND DELIVERED on behalf of		
British Columbia Ferry Services Inc. by its Authorized signatory	Deep Water Recover Ltdby its Authorized signatory. FOIPP Act, s. 22 - signatory.	ture	
FOIPP Act, s. 22 - signature	, mand a gamery		
Per:	Per:		
Name: Ed Hooper	Name: Marty Jurisich		
Title: Executive Director, Shipbuilding	Title: Operations Manager - Canada		
{00341521;1}	Revised: October	2010	
FOII	PP Act, s. 22 - signature		

SERVICES CONTRACT

ADDENDUM TO SCHEDULE "A"

SERVICES

DESCRIPTION OF THE "SERVICES":

The Contractor will grant BC Ferries a non-transferable, revocable limited license to use and access a portion of the

water lot and related marine facilities located adjacent to and connected with land and facilities, (the "Premises")

owned or leased by the Contractor for the purpose of mooring the motor vessel Queen of Burnaby, bearing Official

Number 322978 (the "Vessel") at a dedicated berth (the "Berth") where the Vessel may lie always safely afloat at the

location and for such duration as follows:

Moorage Address:

5084 Island Hwy South, Union Bay, BC V0R 3B0

Term Duration:

Three months from November 1, 2021 to February 1, 2022, unless otherwise amended by

mutual agreement.

The Contractor will also grant BC Ferries, and its employees, agents, contractors and subcontractors, and invitees

non-exclusive permission to enter and access such parts of the Premises and at such times as may be necessary to

reach, use and access the Berth and to inspect the Vessel. The Contractor will not let any other person or vessel use

the Berth nor move the Vessel during the Term.

The Vessel will be secured in accordance with the approved mooring arrangement provided by the Contractor in

accordance with Exhibit 1 to this Schedule "A".. The Contractor will inspect the mooring arrangements daily

between 06:30 and 14:30 hours to ensure that the Vessel remains secure, especially after heavy winds, rain or snow.

The Contractor will arrange gas powered trash pumps (4 or 5, as necessary) aboard the Vessel together with a

sufficient length of collapsible hose that would reach a work area on the shoreline should the need for controlled

pumping of water be required. The collapsible hose will have cam-lock fittings to ensure that the hose sections

cannot become separated between the vessel and the shoreline - this hose will be suitable for the transfer of water

only.

The Contractor will also place 1,000 litre empty totes (2, as necessary) for the storage of oils or other hydro carbons

that could unexpectedly leak from their respective compartments, this could include hydraulic fluid from a crane or

davit, fuel from a fuel line or day tank in areas such as the Emergency Generator Room. The Contractor will also

have a quantity of oil absorbent pads in a general emergency response location together with a compliment of

flashlights, emergency batteries, life jackets and the pumps and hoses.

The Contractor will produce a spreadsheet for a biweekly walk through inspection, the checklist will be dated and

signed each time and retained on a clipboard in the general emergency response area.

The Contractor will, as soon as practical, notify BC Ferries if the Vessel:

- (a) is in need of any repair or restoration to ensure the safety and seaworthiness of the Vessel, and the safety of any property and the environment;
- (b) is involved in any incident, including but not limited to pollution, grounding, or collision; or
- (c) is involved in other casualty causing risk to the Vessel or the environment.

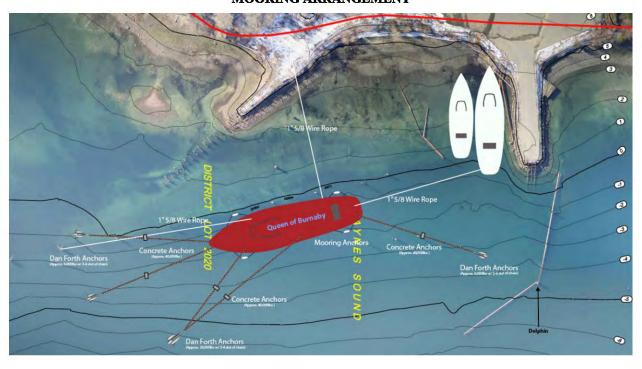
In an emergency, or threat of damage to property, person or the environment, the Contractor shall be authorized to make any emergency repairs, move the Vessel, replace any mooring lines as may be necessary for the safety of the Vessel, other vessels or facilities.

The Contractor shall ensure that reasonable and adequate security is provided for the Premises, the Berth and the Vessel as may be necessary to prevent theft, damage and vandalism to or in respect of the Vessel from time to time.

BC Ferries, its employees, contractors, agents and assigns may enter the Premises, the Berth and the Vessel to examine its condition and view its state or want of repair.

The Contractor shall permit BC Ferries to exercise its rights under this Agreement 7 days per week, 24 hours per day, subject to applicable laws and any applicable labour agreements.

EXHIBIT 1 TO SCHEDULE "A" MOORING ARRANGEMENT



SERVICES CONTRACT ADDENDUM TO SCHEDULE "B" CONTRACT PRICE

FEE DETAILS: \$5,500 per month, plus applicable taxes

<u>APPROVED EXPENSES</u>: \$15,000, not to exceed and including all applicable taxes. Invoices to be provided to BC Ferries.

SERVICES CONTRACT ADDENDUM TO SCHEDULE "C" APPROVED SUBCONTRACTORS

N/A

SERVICES CONTRACT ADDENDUM TO SCHEDULE "D" ADDITIONAL TERMS

The Contractor represents and warrants:

- (a) It is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and is in good standing;
- (b) It has full power and authority to become a party to this Agreement and has taken all necessary action and has obtained all consents, licences and approvals, if required by law applicable to it, in connection with the entry into and performance of this Agreement;
- (c) The execution, delivery and performance of this Agreement do not violate any law applicable to it, any provision of its constatating documents, any effective order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on it or any of its assets; and
- (d) There is no litigation or proceeding pending or threatened before any court, agency, tribunal, arbitration board or any other body which has or could have, an adverse effect upon the condition, either financial or otherwise, of the respective Parties' ability to perform its obligations under this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain all licenses and permits that are necessary and appropriate to the performance of the Services and its obligations under this Agreement, and shall comply with all security rules and regulations from time to time brought into force by local, provincial, and federal governments.

The Contractor will not do or knowingly permit to be done anything in, under, over, upon or with respect to the Premises or the Berth which materially interferes with, diminishes or injures the BC Ferries' rights hereunder. Any alterations to the moorage facilities or Berth for any purpose including for the purpose of accessing vessels shall not be undertaken without the express consent of BC Ferries. Without limiting the generality of the foregoing:

- (a) no person, employee, servant, agent or invitee of the Contractor may live aboard the Vessel while the Vessel is at the Berth;
- (b) no person, employee, servant, agent or invitee of the Contractor may store any materials, including without limitation, any fuel, compressed gases or other hazardous materials, waste, machinery, equipment or any other thing onboard the Vessel

BC Ferries shall not be liable for any loss damage, injury or delay resulting from conditions at any place, including the Berth, which could have been avoided by reasonable care on the part of the Contractor, its servants, agents or employees.

The Contractor will indemnify BC Ferries, its servants, agents, successors and assigns and save it harmless from, for and against any and all claims, actions, damages, liabilities, losses and expenses (including, without limitation, all legal fees on a full indemnity basis, experts fees and disbursements) and demands of any nature whatsoever relating to and arising during the Term, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Berth caused by the Contractor, its employees, agents or other persons for whom the Contractor is responsible at law.

SERVICES CONTRACT ADDENDUM TO SCHEDULE "E" INSURANCE

GENERAL:

- 1. The Contractor shall, prior to commencement of the service and at their expense, obtain and maintain, until all conditions of the contract have been fully complied with, insurance coverage in wording and in amounts as hereafter specified unless altered by mutual agreement. Any additional coverage that the Contractor may deem necessary to fulfil their obligations under this contract shall be at the Contractor's own discretion and expense.
- 2. Payment of any deductible amount shall be the responsibility of the Contractor.
- 3. General Conditions:
 - Insurance shall be placed with reliable insurers registered and licensed to issue insurance in the Province of British Columbia and acceptable to BC Ferries and shall be in a form acceptable to BC Ferries.
 - Before starting the work under this contract, the Contractor shall give BC Ferries proof of all specified insurance and when requested, within ten (10) working days thereafter, a certificate of insurance evidencing coverage.
 - Insurance shall run continuously from the start of the work to the expiry date, which shall not be less than ten (10) working days after completion of work.
 - The Contractor shall be responsible for all deductibles under policies and insurance provided by the Contractor.
 - Loss or damage covered by an insurance policy shall not affect BC Ferries' or Contractor's rights and obligations under this contract. The Contractor's insurance is Primary.
 - If the Contractor fails to provide the specified insurance, BC Ferries may do so and deduct the costs from the Contract Price.
- 4. All policies shall state that the inclusion of more than one Insured shall not affect the rights of any other Insured.
- 5. The Contractor shall not operate or allow entry onto BC Ferries' property, any unlicensed motor vehicle. Unlicensed mobile equipment will be insured by the Contractor for physical damage and liability.

VEHICLE INSURANCE REQUIREMENT:

1. Automobile insurance coverage shall be arranged with inclusive limits of not less than five million dollars (\$5,000,000) on a Standard Owners Form Automobile Policy, affording third party liability and accident benefits insurance, as provided by the Insurance Corporation of British Columbia (AUTOPLAN) in accordance with the Automobile Insurance Act for all licensed vehicles owned, leased, rented or used in the performance of this contract.

INSURANCE REQUIREMENT:

1. Comprehensive general liability coverage shall be arranged and shall include a cross liability clause.

Risks insured shall include personal injury, death and property damage including loss of use thereof. Minimum coverage is as follows:

FOIPP Act , s. 22 signatures

- Five million dollars (\$5,000,000) inclusive limits for bodily injury or property damage or both combined each occurrence, and
- Five million dollars (\$5,000,000) aggregate limits for products and completed operations, personal injury, each policy year.
- Protection and Indemnity coverage shall be arranged with minimum coverage of ten million dollars (\$10,000,000.00).
- Contractual Liability coverage shall be arranged with minimum coverage of one million dollars (\$1,000,000.00) for any
 one occurrence.

FOIPP Act, s. 22 - signature

{00341521;1}

Revised: October 2010

SERVICES CONTRACT

ADDENDUM TO SCHEDULE "F"

PRIVACY PROTECTION SCHEDULE (FOIPPA)

Unless otherwise defined herein or the context herein requires otherwise, any capitalized term used in this Addendum to Schedule "F" - Additional Terms shall have the meaning given to it in the Terms and Conditions.

Definitions

- 1. In this Schedule:
- a) "access" means disclosure by the provision of access to personal information;
- b) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- c) "FOIPPA" means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
- d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between BC Ferries and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of FOIPPA.

Purpose

- 2. The purpose of this Schedule is to:
- (a) enable BC Ferries to comply with its statutory obligations under FOIPPA with respect to personal information; and
- (b) ensure that the Contractor is aware of and complies with its statutory obligations under FOIPPA with respect to personal information.

Collection of Personal Information

- 3. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 4. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
- (a) the purpose for collecting it;
- (b) the legal authority for collecting it; and
- (c) the title, business address and business telephone number of the person designated by BC Ferries to answer questions about the Contractor's collection of personal information.

Accuracy of Personal Information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or BC Ferries to make a decision that directly affects the individual the information is about.

Requests for Access to Personal Information

7. If the Contractor receives a request for access to personal information from a person other than BC Ferries, the Contractor must promptly advise the person to make the request to BC Ferries unless the Agreement expressly requires the Contractor to provide such access.

Correction of Personal Information

- 8. Within five (5) business days of receiving a written direction from BC Ferries to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
- 9. When issuing a written direction under section 8, BC Ferries must advise the Contractor of the date the correction request to which the direction relates was received by BC Ferries in order that the Contractor may comply with section 10.

- 10. Within five (5) business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to BC Ferries, the Contractor disclosed the information being corrected or annotated.
- 11. If the Contractor receives a request for correction of personal information from a person other than BC Ferries, the Contractor must promptly advise the person to make the request to BC Ferries.

Protection of Personal Information

12. The Contractor must protect personal information by making reasonable security arrangements regarding risks such as: unauthorized access, collection, use, disclosure or disposal, and any other risk expressly set out in the Agreement.

Storage and Access to Personal Information

13. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of Personal Information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by BC Ferries in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

15. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of Personal Information

- 16. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than BC Ferries if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 17. Unless the Agreement otherwise specifies or BC Ferries otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of Foreign Demands for Disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of FOIPPA, if in relation to personal information in its custody or under its control the Contractor: receives a foreign demand for disclosure; receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure the Contractor must immediately notify BC Ferries and, in so doing, provide the information described in section 30.2(3) of FOIPPA. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of FOIPPA.

Notice of Unauthorized Disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of FOIPPA, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify BC Ferries. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of FOIPPA.

Inspection of Personal Information

20. In addition to any other rights of inspection BC Ferries may have under the Agreement or at law, BC Ferries may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with FOIPPA and Directions

- 21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of FOIPPA applicable to the Contractor as a 'service provider', including any applicable order of the commissioner under FOIPPA; and
 - (b) any direction given by BC Ferries under this Schedule.
- 22. The Contractor acknowledges that it is familiar with the requirements of FOIPPA governing personal information that are applicable to it as a 'service provider'.

Notice of Non-Compliance

23. In addition to any obligation in the Agreement regarding non-compliance with the Agreement, if for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify BC Ferries of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which BC Ferries may have under the Agreement or otherwise at law, BC Ferries may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in any material respect.

Interpretation

- 25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
- 27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
- 28. If a provision of the Agreement (including any direction given by BC Ferries under this Schedule) conflicts with a requirement of FOIPPA or an applicable order of the commissioner under FOIPPA, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
- 29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
- 30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with FOIPPA.

SERVICES CONTRACT

APPENDIX A

LOG-IN/LOG-OUT POLICY AND

CONTRACTOR'S SAFETY GUIDELINES

[attached]

NOTICE TO CONTRACTORS

WORK PERMIT AND ACCESS LOGBOOK INSTRUCTIONS

BC Ferries. has a contact, log in/log out policy for all Contractors and/or service providers entering our worksites to provide service to BC Ferries. Contact is to be in person as follows:

On all Large Vessels:

- Contact the Chief Steward, during operational hours, for routine service of the Contractor's machines, i.e. telephones, games machines etc.
- Contact the Sr. Engineer on watch for any service which requires the removal or addition of equipment or machinery and for any service provided during nonoperational hours.

On all Minor vessels:

Contact the Sr. Engineer on watch at all times.

At Major Terminals:

• Contact the Terminal Supervisor

At Minor Terminals:

- Contact the senior Terminal Attendant on duty.
- Contact names and telephone numbers will be provided to the Contractor by BC Ferries.

All Contractors will be required to provide a contact telephone number and recent Government-issued photo identification (e.g. driver's licence). A BC Ferries identification card and security vest will be provided and must be worn at all times while working on the facility/vessel. The photo identification will be returned after the Contractor has signed out and returned the security ID card and vest.

While conducting business within the Administration area, the wearing of a security vest is not required.

CONTRACTOR'S SAFETY REQUIREMENTS



CONTRACTOR'S SAFETY/SECURITY REQUIREMENTS AND ORIENTATION BOOKLET

This document makes note of specific safety and security requirements contained in BC Ferries, eFleet, Level II, Departmental Policy and Procedures, Safety and Security Manuals. In addition, Workers' Compensation Act, OH&S Regulation, Canadian Electrical Code current edition, Workplace Electrical Safety Standard CSA Z-462 current edition, and all other regulations, standards, guidelines, safety documentation, and/or requirements that may apply are considered to be mandatory in their entirety at all BCF locations with the most stringent having priority in cases of conflicting requirements.

eFleet Level II Safety Manual, Section 07.07.100, Contractor Safety
Appendix A (07.07.100A)
Contractor Safety/Security Requirements and Orientation Booklet

BCF 020935 Revised March 03, 2016

TABLE OF CONTENTS

Section I	Page
- SAFETY AT BC FERRIES	. 3
- RESPONSIBILITIES	. 3
- SECURITY (Worksite access log-in system)	4
- GENERAL INFORMATION AND WORKER CONDUCT	4
5- SOLVING SAFETY PROBLEMS	. 5
- PERSONAL PROTECTIVE EQUIPMENT	5
'- EMERGENCY PROCEDURES/FIRST AID	5
- W0RKPLACE ELECTRICAL SAFETY	5
- ASBESTOS	6
0- CONFINED SPACE ENTRY	.7
1- WHMIS	. 7
2- SCAFFOLDING, MANLIFTS, FALL RESTRAINT AND ARREST	.7
3- DIVE OPERATIONS	8
4- FIRE PROTECTION	8
5- RAMP MODIFICATIONS	8
6- UNPLANNED CHANGES	8
7. Site Safety Security Orientation (BCF Prime Contractor)	8
8- PHONE NUMBERS CONTACT LIST	9
Name:	
Name:	
Employer:	
Phone / Cell:	

1. SAFETY AT BC FERRIES

Introduction (Background and objectives)

BC Ferries is committed to the prevention of accidental loss to human and physical resources and to the provision of a safe and healthful work environment by reducing the risk of employment injury, occupational disease and accidental damage or loss to equipment and property and by complying with legislated regulations, standards and established safe work procedures.

POLICY

All work shall be planned and performed so as to reduce the risk of work related injuries and losses due to accidental damage in accordance with responsibilities outlined below.

2. RESPONSIBILITIES

Prime Contractor

A Contractor that is designated as "The Prime Contractor" on any worksite project assumes responsibility for the purposes of Section 118 of the Workers Compensation Act. (Link below.)

http://www2.worksafebc.com/Publications/OHSRegulation/WorkersCompensationAct.asp#SectionNumber:Part3 Division3

BC Ferries (Non-Designated Prime Contractor Worksites)

Managers

- The safety of work procedures;
- Compliance with internal and external OSH regulations, in particular, the application of operational risk management and the investigation of workplace accidents;
- Safety and health considerations are included in all management decisions.

Supervisors

- Identify workplace safety and health hazards and must, where the supervisor cannot eliminate or control
 these hazards, report them to their Manager;
- Develop and implement approved procedures that comply with applicable standards and regulations;
- Ensure provision, inspection and safe use of equipment and tools;
- Identify the training needs of employees, and provide and record the training.

All Workers

- Comply with all OSH regulations, standards and established safe work procedures;
- Be alert to the existence of health and safety hazards; and bring these situations to the attention of their supervisor.

Where any regulations differ, the more stringent must be applied. In the case of any ambiguity, employees must not hesitate to contact their responsible supervisor for direction.

Contractors/Sub Contractors

- Complying with all Safety Regulations, Standards, guidelines, and other applicable safety requirements specific to the work being done.
- Reporting all safety related events and incidents to BC Ferries.

- Comprehensive safety training for all staff.
- Providing a copy of their Safety Program, Safe Work Procedures, and all other job specific safety procedures to BC Ferries for review.
- Planning and conducting their work in a safe manner.
- Supervising workers in the safe performance of their job.
- Providing workers with all required personal protective equipment and instructing them in its proper use.
- All equipment and tools are in safe condition, inspected and certified as required.
- All employees are trained and or certified for the equipment and tools they use.
- Ensuring that daily crew safety meetings (toolbox meetings) are held and that questions and concerns on safety are addressed.
- Barricading all construction areas to prevent unauthorized access with informational signage as required.
- Housekeeping.
- Ensure all workers and sub-contractors coming onto BC Ferries worksite have received the "Site safety Orientation" and have read and understood these Safety Requirements.
- Provide signed and dated "Site Safety Orientation Acknowledgement Form" for each worker.

Visitors, Suppliers and Consultants

All visitors, suppliers and consultants are responsible for safeguarding their own health and safety and ensuring their presence does not negatively impact the safety of other workers on the jobsite.

3. SECURITY (Worksite access log-in system)

All Contractors, Visitors, Regulatory Agencies, Suppliers, Consultants, and their Staff, must be familiar with the requirements for signing in and signing out of BCF worksites. The initiator of the contract will supply the current procedure for each specific worksite location and project. Mandatory BCF traffic vests will be issued when signing in at worksite. No person will be provided access to any BC Ferries site without approval from BCF authorized contact. Detailed information for security requirements/process is available in eFleet, Level II Security Manual, Section 7.00.020 including Appendices.

*BCF Security information can also be found at www.bcferries.com

4. GENERAL INFORMATION AND WORKER CONDUCT

- All workers must be signed in and out each day.
- Obey all speed limit signs posted on Terminals.
- Impact to BCF customers and operational employees must be reduced to as low as possible.
- Contractor parking locations must be coordinated prior to commencement of work.
- Smoking is not permitted inside or adjacent to buildings or in outside areas where possibility of hazard exists.
- The use or possession of alcohol or illegal drugs is prohibited. Zero % tolerance.
- Contribute to safe working conditions through safe work practices and good housekeeping.

Please refer to BCF designated representative for any additional safety questions.

5. SOLVING SAFETY PROBLEMS

OH&S Regulation, Correction Of Unsafe Conditions 3.10 Reporting Unsafe Conditions:

Whenever a person observes what appears to be an unsafe or harmful condition or act the person must report it as soon as possible to a supervisor or to the employer, and the person receiving the report must investigate the reported unsafe condition or act and must ensure that any necessary corrective action is taken without delay.

6. PERSONAL PROTECTIVE EQUIPMENT

PPE includes common items such as Safety Footwear, Hard Hats, Eye Protection, (Safety Glasses/Goggles/Face Shields) Hearing Protection, Gloves, HI-Visibility Vest, Personal Floatation Devices, Leg & Torso Protection, Fall Restraint/Arrest harnesses and lanyards, Respirators, Arc and Shock Hazard rated clothing and others.

Each worker shall inspect all P.P.E. prior to use and to be aware of the correct application for use and the limitations of the equipment worn.

7. EMERGENCY PROCEDURES/FIRST AID

Contractors must provide an Emergency Procedures Document specific to their project work. Details of the emergency procedures can be established at the Site Toolbox Meeting to be held prior to the commencement of the project. Emergency Procedures must be posted where all employees have access such as lunchroom or other common area notice board.

These emergency procedures must include site specific information including:

- Contact information for medical assistance.
- Emergency transportation method of injured workers.
- Location of the First Aid Room/Station or Equipment.

If the contractor is not providing OFA coverage, notification to Designated BCF Employee must be communicated and coverage coordinated prior to start of work.

8. WORKPLACE ELECTRICAL SAFETY Policy

BC Ferries recognizes specific tasks including troubleshooting, testing, and inspection of energized electrical equipment is required. All other electrical work will be performed on de-energized, locked out systems with the exception of life threatening emergencies where failure to act would lead to greater risk. Exposure to electrical energy is hazardous and can result in death, serious injury, and damage to equipment. Energized electrical tasks will be undertaken by qualified employees following written electrical work procedures covering the specific system involved. The level of Personal Protective Equipment, arc flash rated clothing, testing/measuring equipment, and electrically insulated tools used, is directly dependant on the calculated hazard level present. Hazard labels listing shock and arc flash hazard levels are located on electrical equipment. For any component where this information is not available, a risk assessment must be completed including PPE selection based on CSA Z462 hazard/risk categories method. This shall be documented in written form prior to any work being started.

Practices and procedures as specified in CSA Standard Z462 and the Canadian Electrical Code C22.1-current addition requirements that are intended to provide for safe work practices, electrically safe work conditions, and the safeguarding of workers relative to electrical hazards in the workplace. Specific identified hazards are:

Electrical Shock

- Limited Approach Boundary.
- Restricted Approach Boundary.
- o Prohibited Approach Boundary.
- Arc Flash
 - Arc Flash Boundary.
 - Incident Energy Level.
 - Hazard Risk Category.

LOCKOUT GUIDELINES

A written lockout procedure acceptable to WorkSafe BC must be followed when working on any equipment which may pose an electrical, mechanical, chemical or other hazard to workers. The contractor will demonstrate to the BCF Site Supervisor their lockout procedure/policy/program.

Minimum requirements will include every person working on any equipment requiring lockout to place a personal lock on each isolation point for that equipment or a group lockout procedure must be incorporated.

- No worker will work under another worker's lock.
- No worker will place or remove another worker's lock.
- When contractors are required to attend BCF vessels or worksites to perform work, they must first report
 to the Senior Engineering Watch Keeping Officer or Site Supervisor before commencing work.

The following Items are some of the most common causes of injury and are preventable by using lockout procedures:

- Failure to disconnect from a power source.
- Failure to stop equipment.
- Failure to relieve or bleed stored energy.
- Accidental starting of equipment.
- Failure to check work area before re-starting equipment.
- BCF will provide written general and specific equipment lockout procedures for existing equipment on request where available.

9. ASBESTOS

BCF will minimize employee exposure to asbestos containing materials (ACM) through the preferred use of alternate products, the use of appropriate working procedures, the use of personal protective equipment, and the removal of this product where it poses a continued hazard.

All contractors MUST consult with the Asbestos inventory for the worksite prior to beginning any work that could involve disturbance of Asbestos containing Material. Asbestos Inventory Surveys are available from the BCF Safety Department.

THE GOLDEN RULE TO FOLLOW IS:

IF YOU HAVE THE SLIGHTEST DOUBT ABOUT THE CONTENT OF ANY FIBROUS MATERIAL, TREAT IT AS ASBESTOS CONTAINING MATERIAL AND REPORT IT TO THE BCF DESIGNATED REPRESENTITIVE PRIOR TO PREFORMING WORK, TO DETERMINE HOW TO PROCEED.

10. CONFINED SPACE ENTRY

Contractors must adhere to all requirements of the BCF Level II Safety Manual, Section 7.07, Confined Space Management. All workers entering a confined space must be qualified. Confined space specific written entry and rescue procedures must be completed prior to entry and must be pre-approved by a BCF qualified person.* Prior to assigning any non-routine work in a confined space, the Contractor in cooperation with the Project Manager must conduct a Hazard Assessment to determine additional hazards created by the work activity or materials used. If additional controls are determined to be required from this non-routine work, the written entry and rescue procedures must be revised in consultation with and approved by a BCF qualified person.

* Refer to the BCF Level 3 Site Specific Manual for previously created and approved procedures where available.

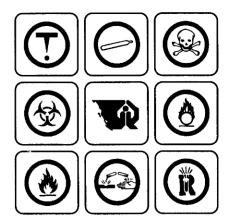
Confined Space entry procedures are generally based on:

- Control measures required for entry into the space as specified in the hazard assessment completed by a qualified person.
- Control measures associated with the specific work tasks required to be performed in the space.
- Atmospheric testing must be performed by a qualified person.
- If acceptable levels cannot be obtained, no entry will be permitted.
- It is mandatory that testing be done and recorded prior to entry and for each re-entry if a confined space is vacated for more than twenty minutes.

11. WHIMS

All workers shall have WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS) training. If you haven't had this training, speak to your employer.

Read WHMIS labels on containers of all materials you will be handling. Your supervisor will have Material Safety Data Sheets (MSDS) available to you for all materials you will be handling. The labels and MSDS contain the information you need to safely handle these products. MSDS for all materials used by BC Ferries are available.



12. FALL PROTECTION

Safety harness and life lines must be used on all work above ten feet where no guardrails or handrails are present, and on suspended work platforms. Workers must review and sign a fall protection checklist prior to starting work in an area where a hazard of falling exists. Only qualified persons may erect or alter scaffolding. (Refer to OH&S Regulation, Section 11 & 13) Only certified man lifts may be used.

13. DIVE OPERATIONS

All dive contractors must be pre-approved by BC Ferries. Contractors must adhere to all requirements of the BCF Level II Safety Manual, Section 07.08.010, Diving Operations.

All dives must be pre-approved by the department responsible.

- Ships- Engineering Superintendent.
- Terminals- Regional Terminal Maintenance Manager.
- Ships Located at Terminals- Engineering Superintendent, Regional Terminal Maintenance Manager.

14. FIRE SAFETY PLAN

All workers with the responsibility of fighting fires must be trained. All other employees must be familiar with alarm activation and stand down procedure. Unqualified workers will stand down in the event of a fire and report to the pre-designated muster location once alarm is activated.

A written fire safety plan is required and must include:

- Specific worker involvement expectation and procedures.
- Local emergency fire fighter contact information. (911)
- BC Ferries site specific fire emergency contact information.
- Pre-determined location where fire fighters will be met on arrival at site.
- Listing and location of all firefighting equipment available on site.
- Alarm and evacuation procedures including muster location area designation.
- Fire drill procedure and frequency.

All hot work shall require a fire safety plan.

15. RAMP MODIFICATIONS

Any adjustments, inspections, repairs or modifications made to BC Ferries ramps outside of normal operating, must be approved by BC Ferries Terminal Engineering and recorded in the Ramp Equipment Log Book.

16. UNPLANNED CHANGES

It is recognized that in some instances, circumstances may change or situations not previously considered may occur, where an employee's safety may be jeopardized. When it is recognized that conditions have changed and new instances present themselves, the risk assessment must be re-evaluated and written procedures must be modified and re-posted to negate the risk of injury. A new risk assessment is required.

17. Site Safety Security Orientation (BCF Prime Contractor)

All persons working on site at any BC Ferries Services locations must attend a Site Safety Security Orientation. (SSSO) On completion of SSSO, each person will sign a Site Safety Security Orientation Acknowledgement Form. A Site Safety Security Orientation sticker will be supplied to each person and shall be applied to their hard hat for confirmation purpose. This SSSO sticker will be valid for one year. If the same contractor is involved in an additional project at the same location within that time frame, the original sticker may be considered valid if the BCF project representative deems the scope of the project to be of a similar nature. A SSSO is required for each work location. Please see SSSO Acknowledgement Form for current document retention requirements.

18. PHONE NUMBERS CONTACT LIST

BCF Contact #1	Office:
Department:	Cellular:
Position:	Other:
Name:	
BCF Contact #2	Office:
Department:	Cellular:
Position:	Other:
Name:	
BCF Contact #3	Office:
Department:	Cellular:
Position:	Other:
Name:	
CONTRACTOR Contact #1	Office:
Position:	Cellular:
Name:	Other:
CONTRACTOR Contact #2	Office:
Position:	Cellular:
Name:	Other:
FIRE EMERGENCY CONTACT:	Phone:
Emergency Muster Location	

NOTES:

eFleet Level II - Safety Manual - Section 07.07.100 - Contractor Safety

Appendix B (07.07.100B) Site Safety/Security Orientation Acknowledgement Form

SITE SAFETY/SECURITY ORIENTATION ACKNOWLEDGEMENT FORM

☐ Contractor	□ BCF Employee	□ Visitor			
I acknowledge that I have read and understand the BCF Services Site Orientation Information and will abide by the Information and instructions provided to me.					
Company Name (prin	t)				
Your Name (print)			-		
Your (signature)			-		
Job/Position			_		
Date			_		
			_		
Orientation given by	(print)				
Orientation given by	(signature)				
Job/Position					
Date					
			_		
Project Name					
Project Location					
	SECURITY STICKER ISSUED SECURITY ORIENTATION AC	KNOLWEDGMENT FORM INFORMATION	ON		

SSSO Acknowledgement form must be kept on file for one year.