

Information Package

For Becoming a Registry Agent

Service Alberta

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For more Information Contact:

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The logo for the Government of Alberta, featuring the word "Alberta" in a stylized, cursive font, followed by a small square icon and the word "Government" in a sans-serif font.

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General Registry Information

Overview

Service Alberta is responsible for the administration of the registries for Motor Vehicles, Personal Property, Corporate Registry, Vital Statistics, and Land Titles. The Registries division of Service Alberta (Registries) has a commitment to provide secure, accessible, accurate and competitively priced services to Albertans, to protect citizens' interests and to deliver government programs effectively and efficiently. Registries ensures the integrity and security of Alberta's registry information.

The products and services administered by the Government of Alberta (GOA) affect all Albertans and given the range of both products and clients, the following delivery mechanisms are used:

- a network of community-based Registry Agents offering one-stop-shopping for a wide range of Government of Alberta registration, information, and licensing products and services including frontline Alberta Health Care Insurance Plan Registration Services and for Alberta Organ and Tissue Donation Registration Services;
- Service Alberta operated offices, located in Edmonton and Calgary, provide Land Titles and Corporate Registry services; and
- on-line access for businesses conducting searches and registrations of the Corporate and Personal Property Registries and an on-line payment system for motor vehicle renewals and fine payments.

Registry Agents require accreditation and certification prior to being given access to the registries databases. This requires training and courses that are offered through the Association of Alberta Registry Agents (AARA) and through the GOA.

Further information about the delivery of registration, information, and licensing services can be found in Appendix A – Registries and the Registry Agent Service Delivery Model.

Registry Agent Opportunities

Purchasing Existing Registry Agents

Interested parties may wish to contact an existing Registry Agent who is willing to sell their business. An existing Registry Agent would then notify Service Alberta of their intent to sell, and Service Alberta would send an Application Package directly to the party interested in purchasing the existing Registry Agent. The approval process for such a proposed sale would then follow the same process as outlined in this document.

Service Alberta does not provide contact information for Registry Agents interested in selling their businesses nor does it keep a list of parties interested in acquiring a Registry Agent.

New Registry Agent Request for Proposals

Registries periodically issues Request for Proposals (RFP) for new Registry Agent opportunities on the Alberta Purchasing Connection website at www.purchasingconnection.ca/. All RFP requirements are unique to each opportunity and may differ from the requirements outlined in this document. Detailed information regarding the requirements of a specific RFP are included in the RFP document released with each opportunity. Registries will not accept unsolicited proposals.

Disclaimer

Registries does not guarantee that the requirements or process for approval of a new Registry Agent will follow the steps exactly as outlined in this document. Further, Registries reserves the right to amend the requirements or processes for approval of a Registry Agent. All information contained within this information package is accurate to the date listed on the cover of the document.

Requirements to Become a Registry Agent

Corporate Information

Applicants that wish to become Registry Agents must be incorporated under the *Business Corporations Act* (Alberta). Additionally a corporation has to provide a Letter of Credit to the GOA and provide access to recent financial statements for the corporation. The amount of the Letter of Credit is at the sole discretion of the GOA.

Director and Shareholder Information

All of the corporation's director(s) and shareholder(s) must:

- be Canadian Citizen(s) or hold permanent resident status in Canada;
- be Alberta residents and at least 18 years of age;
- complete the Application Form (Appendix B – Sample Application Form);
- complete the Personal Financial Information Form (Appendix C – Sample Personal Financial Information Form);
- not be engaged in any conflicting business or activities (see Appendix B – Sample Application Form);
- submit a current criminal records check.

Financial Information (New Agent RFPs Only)

In addition to all costs associated with the initial and ongoing operation of the Registry Agent, the corporation must demonstrate the ability to pay a start-up fee to the GOA.

Start-up Fee

A start-up fee is required prior to a new Registry Agent entering into the Registry Agent Agreement with the GOA.

Business Plan

Business plans are assessed according to the information provided, including location and premise, service delivery innovation and marketing approach, revenue/expenditure and capital cost estimates, business experience, operational plan, management and staffing, and start-up plan. A more detailed requirement list is supplied in the Application/RFP packages.

Location and Premise

Must include information regarding the Registry Agent location and physical layout, including public access, parking and co-locating businesses. A scale diagram of the location interior is also required.

More information regarding the Registry Agent location and premises can be found in Appendix D – Facility Requirements and Guidelines.

Service Delivery Innovation and Marketing Approach

Must include information regarding innovative service delivery and intended marketing plan including, but not limited to, pricing, hours of operation and other non-registry services offered.

Revenue/Expenditure and Capital Cost Estimates

Must include information regarding the financial viability of the proposed business. This includes initial capital cost requirements and financing plans.

Business Experience

Must include information regarding the background and qualifications of the Corporation's directors and shareholders. This includes resumes, past business experience and a detailed description of the perceived role of a Registry Agent and why they would be a good choice.

Operational Plan

Must include information regarding how business operations would be managed on a daily basis. This includes compliance with policies and procedures, protection of personal information, customer service, inventory management and road testing services.

Management and Staffing

Must include a detailed staff and management plan including staff qualifications and quantity, details about the management team, and disclosure of any conflicts of interest.

Start-Up Plan

Must include a start-up plan which identifies timelines, major activities and training plans.

Approval Process

Criteria Screening

All applications will be screened to ensure that all requirements have been submitted. The Corporation must demonstrate that it has met the requirements to be a Registry Agent. Failing to provide information stated as a requirement of an application may result in the disqualification of the Corporation from consideration of becoming a Registry Agent.

Collection of Personal Information

Collection of personal information in the Application enables the GOA to ensure the accuracy and reliability of the information and to evaluate the application and business plan. The GOA is authorized to collect this information by the *Freedom of Information and Protection of Privacy (FOIP) Act*, and the *Government Organization Act (Alberta)*, as amended from time to time.

Background and Reference Checks

The GOA conducts comprehensive reference checks, including enhanced criminal record checks, on the Corporation's shareholder(s) and director(s). The GOA may contact references, including references other than those submitted by the Corporation, without prior notice to a Corporation. The application may be rejected if, in the opinion of the GOA, any of the Corporation's shareholder(s) or director(s) receives unsatisfactory references and/or background checks. In person interviews will only be held in Calgary or Edmonton.

Prohibited Relationships

If the Corporation, or any person associated with the Corporation, occupies one of the following positions, the individual must agree to resign from that position before signing the Registry Agent Agreement with the GOA:

- GOA employee;
- owner, shareholder, director, partner, or employee of a driver training school; and
- driver examiner.

The Corporation must fully disclose any actual, possible, or perceived conflict of interest in relation to itself, its employees or any sub-contractors if it were to become a Registry Agent. The GOA may reject any application perceived to be in a conflict of interest if the Corporation were to become a Registry Agent.

See Section 12 of Appendix E - Sample Agreement for a list of conflicts of interest.

Application Retention

Upon receipt by the GOA, applications, business plans and accompanying documentation become the property of the GOA. The GOA indefinitely retains successful Corporation's applications; all unsuccessful applications are retained for 10 years.

Decision

The final decision is made based on a Corporation's submission of the requirements, business plan and background and reference checks. The decision regarding purchases of existing Registry Agents is planned to be given within 90 days from the receipt of the completed original application package but can be delayed due to incomplete applications or issues with the completion of the background and financial reviews, such as timing of interviews. The timeline regarding a decision for new Registry Agent Opportunities will outlined in the RFP document for each opportunity. The GOA may reject any or all applications that it receives.

Contractual Agreement

Successful Corporations are required to enter into a Registry Agent Agreement in the form set out in Appendix E – Sample Agreement. The submitted application and business plan form part of the Agreement.

APPENDIX A

**REGISTRIES AND THE REGISTRY AGENT
SERVICE DELIVERY MODEL**

REGISTRIES AND THE REGISTRY AGENT SERVICE DELIVERY MODEL

REGISTRIES

Registries is responsible for the administration of registries for Motor Vehicles, Personal Property, Corporate Registry, Vital Statistics and Land Titles. It is also responsible for frontline Alberta Health Care Insurance Plan registration services and Alberta Organ and Tissue Donation registration services.

Motor Vehicles

The Motor Vehicles System (MOVES) contains information about drivers, vehicles, and identification cards. Registry Agents currently deliver licensing, registration, and search services and ensure that driver-testing services are provided. Law enforcement agencies have access to driver and vehicle records, as do certain departments and agencies of municipal, provincial, and federal governments.

Personal Property Registry

The Personal Property Registry contains information regarding interests in personal property. Under the *Personal Property Security Act*, certain interests in personal property must be registered to avoid possible loss or subordination of the interest to another party.

Registry Agents provide searches of the Alberta Personal Property Registry Electronic System (APPRES), and accredited staff members perform registrations, amendments, and discharges.

Corporate Registry

Corporate Registry, through the Corporate Registry System (CORES), captures and documents the incorporation of businesses and non-profit organizations. This registry contains information on trade names and partnerships, and maintains a repository of incorporation information on credit unions, trust companies, co-operative associations, rural utilities and airport authorities.

Corporate files provide information on a specific incorporation or registration. The information on each incorporation or registrant file is available to the public. Incorporation information is required to be updated by the corporation annually; to ensure the file contains timely and accurate information for both the corporation's and the public's benefit.

Accredited Corporate Registry service providers include Registry Agents, law offices, and search houses where examination and filing services are electronically delivered. There are three levels of accreditation that can be achieved; the complexity of the registration service performed determines the level of accreditation required. Accredited service providers validate incorporation and registration documents to ensure they meet the requirements set by law. If the requirements are met, the documents are filed electronically and a certificate is issued immediately.

Vital Statistics

Vital Statistics maintains the registry for all key event information for Albertans, including the registration of births, stillbirths, marriages, deaths, and legal name changes in the Vital Statistics

System (VISTAS). These registrations become permanent legal documents. Alterations or corrections to the documents can be made provided sufficient proof is submitted.

From the information collected and recorded Vital Statistics issues certificates and/or certified copies of the actual registration.

Registry Agents electronically request birth, marriage, death certificates, and copies of registrations, and issue marriage licences.

Land Titles

The government operates Land Titles offices in Edmonton and Calgary, which provide land registration and information services and retain custody of all original land title and source documents. Staff members examine and register the documents, issue new titles in the Alberta Land Titles Automated System (ALTA) and guarantee the accuracy of the information.

Document registration involves over 150 different types of legal documents and survey plans. Land Titles offices continue to provide examination and registration-related services.

As one of the delivery channels for Land Titles, Registry Agents currently provide certified land title searches, certified historical searches and registered documents using the web-based SPIN 2 (SPatial INformation) system. SPIN 2 also provides access to additional land information products, which Registry Agents may offer for sale. These products include maps, survey (subdivision) plans, township plans and soil data. Access to volume (bulk) data land title products is also available using SPIN 2.

Alberta Health Care Insurance Plan Registration Services

Alberta has a publicly administered and funded health care system that guarantees Albertans receive universal access to medically necessary hospital and health care services. All new and returning Alberta residents must register for Alberta Health Care Insurance Plan (AHCIP) coverage to receive insured hospital and physician services.

Registry Agents have the option of providing AHCIP registration services, which requires certification of all users.

Alberta Organ and Tissue Donation Registry Registration Services

The Alberta Organ and Tissue Donation Registry (AOTDR) contains Albertans' intent and consent to donate their organs, tissues and/or body for transplantation, scientific research and/or medical education. The *Human Tissue and Organ Donation Act* requires Registry Agents to provide AOTDR registration services and authorizes the Registrar to print a code or symbol on the Albertan's Operator's Licence or ID Card, indicating the holder's consent to be a donor.

Registry Agents require certification of all users to provide AOTDR registration services.

Registries On-line (ROL)

ROL provides approved public organizations with direct electronic access to land titles, personal property, and corporate data. With some exceptions, subscribers to ROL are prohibited from

reselling the information obtained. ROL subscribers include law firms, financial institutions and other authorized users.

On-Line Registry Services

Registries provides select registry services to Albertans on-line. Registry Agents provide on-line Registry services through Registry Connect and the Alberta Motor Association.

Registries is currently examining the potential benefits of increasing its on-line services offered to the public but cannot speculate as to how a particular Registry Agent's business would be affected by changes made to how these services are offered to the public.

REGISTRY AGENT MODEL

Registries is responsible for the continuous improvement of registry services, ensuring that Albertans receive timely, efficient access to government registration, information, and licensing products and services. The Registry Agent Service Delivery Model guides the delivery of these services to Albertans. The model is composed of:

- Registry Agent Network Principles;
- Legislative and Contractual Framework;
- Operational Policies and Procedures;
- Roles and Responsibilities;
- Performance Standards; and
- Key Operating Principles.

Registry Agent Network Principles

The following principles apply to the operation of the Registry Agent Network:

Contracted Relationship

- Service Alberta contracts with privately-owned Registry Agents, which collectively form the Registry Agent Network, to improve the efficiency and cost-effectiveness of service delivery.
- One of the Registry Agent Network's main objectives is to improve access to registry services. Private sector involvement improves the capacity of government to respond to changing demands for service.
- Registry Agents must be self-sufficient in providing services. To assist, Registries provides updated policies and procedures as well as updated user guides and tips; Registry Agents are required to use these aids effectively to achieve self-sufficiency.

Accountability

- Registries and Registry Agents are accountable to maintain high standards for the delivery of registry services. The performance of these services affects public safety (motor vehicles),

property interests (corporate, land, and personal property), eligibility for benefits (vital statistics) and personal privacy.

- Registries has established standards and processes for the Registry Agent Network to maintain accountability for the delivery of registry services: the Registry Agent Agreement (Appendix E); policies and procedures; performance standards; audits and site inspections; facility guidelines and technical equipment specifications; and a process for initiating investigations of client complaints or any other concerns.
- Registries established the Registry Agent Alberta Signature to assist Registry Agents in identifying to the public that they are authorized representatives of the GOA. Registry Agents must comply with standards and guidelines to use this signature.

Communications

- Registries is committed to maintaining open communication with Registry Agents and their appointed representatives to achieve excellence in service delivery.
- When possible, Registry Agents are provided the opportunity to participate in the improvement and development of products, services and information systems.

Flexible Solutions

- Registry Agents are required to deliver a standard suite of over-the-counter products and services in order to provide all Albertans equitable and convenient access to basic services. Within this context, Registries promotes flexibility in the delivery of services. Some products have been designated as "optional" offerings, recognizing that demand is regionally variable and that specialized accreditation or certification may be required to deliver these services. Registry Agents are responsible to assess these factors when determining whether to offer specific optional services. (See Schedule "A" of Appendix E for details on optional products and services.)
- Where feasible, Registry Agent service charges for products are uncapped to allow the market to determine the appropriate charge for services.
- Registry Agents relocations are considered to allow the Registry Agent Network to adjust to market conditions. All Registry Agents have the option to relocate however relocation requests must comply with current relocation policies and receive prior written approval from Registries.
- Additional Registry Agents may be considered where the GOA determines there is public demand for additional service and the transaction volume in the service area indicates a need.

Government Goals

- The Registry Agent Network have legislated authority to provide the delivery of various government services and programs and Registries encourages and facilitates this development within government.
- Registries works cooperatively with other government departments to achieve common legislative and policy objectives using the Registry Agent Network wherever appropriate.

Legislative and Contractual Framework

The Registry Agent Network is governed by a legislative framework that includes statutes, regulations, policies, the Registry Agent Agreement (Appendix E), and the Registry Agent Product Catalogue found at http://www.servicealberta.gov.ab.ca/pdf/Product_Catalogue.pdf.

- A number of statutes establish and govern the operation of the various registries, such as the *Traffic Safety Act*, [Access to Motor Vehicle Information Regulation](#), *Personal Property Security Act*, *Companies Act*, [Registry Service Charges Regulation](#), *Health Information Act*, *Business Corporations Act*, *Vital Statistics Act*, [Vital Statistics Information Regulation](#), [Vital Statistics Ministerial Regulation](#), *Land Titles Act*, [Corporate Registry Document Handling Procedures Regulation](#), and [Personal Property Registry Accreditation and Document Handling Regulation](#). Many of the business rules and standards that Registry Agents must follow are set by these pieces of legislation.
- The *Government Organization Act, Schedule 12, Part 1* establishes authority for the administration of Registries and the provision of Registry services by Registry Agents. This Schedule also establishes Registry Agents as agents of the Crown when carrying out functions under the terms of their Registry Agent Agreement.
- Other statutes such as the *Freedom of Information and Protection of Privacy Act* also guide Registries' policies and procedures.
- All statutes and related regulations may be viewed on the Alberta Queen's Printer website at <http://www.qp.alberta.ca/>.
- The Registry Agent Agreement establishes the legal relationship between the government and individual Registry Agents and outlines the parties' key responsibilities and obligations. By reference, the Agreement includes the policy and procedures, product catalogue, performance standards, equipment specifications, and facility guidelines.
- The Registry Agent Product Catalogue lists the services that Registry Agents can provide as agents of the Crown, and related government fees and service charges. All government fees are prescribed by regulation, ministerial order, or other authority as prescribed by statutes. Some service charges are regulated where a minimum and/or maximum amount can be charged.

Roles and Responsibilities

The roles and responsibilities for Registries and Registry Agents for the delivery of services are as follows:

Registries

Setting Standards

- Develop detailed policies and procedures, in accordance with the legislative and contractual framework for the Registry Agent Network.
- Develop performance standards for Registry Agents for the provision of services.

Maintaining Standards

- Monitor the performance of Registry Agents against established standards through ongoing review of documents and exception reports, site visits, audits and investigations (as required).

- Follow up on client complaints made to Registries regarding service delivery.

Provide Support for Service Delivery

- Provide support to Registry Agents to assist them in delivering services in accordance with standards. Support includes:
 - publishing of policies and procedures manuals and/or user guides;
 - provide guidance on service delivery; and
 - provide access to Registries inventory and necessary telecommunications equipment.

Provide Infrastructure and Improve Efficiency

- Maintain the information technology systems that enable the delivery of service through the Registry Agent Network. Registries strives to continually improve the efficiency and effectiveness of these systems.
- Provide business support, certain specialized equipment, and access to a telecommunications network to support excellence in the delivery of registry services in accordance with established standards.

Registry Agents

Setting Standards

- Determine and arrange staffing, hours of service, marketing and determination of products offered within the context of the Registry Agent Agreement.
- Determine service charges pricing within the parameters of the Registry Agent Product Catalogue.

Maintaining Standards

- Ensure that services are provided in accordance with the standards established by Registries.
- Immediately report any significant breach of standards to Registries to ensure the issue is addressed appropriately.
- Assure customer satisfaction.
- Report general customer service issues related to products or policies to Registries.

Provide Support for Service Delivery

- Ensure that staff utilizes policies and procedures to maintain standards for service delivery.
- Ensure that staff receives appropriate training to provide effective and efficient services.
- Become subject matter experts with the goal of self-sufficiency.

Provide Infrastructure and Improve Efficiency

- Provide equipment to meet the basic technical requirements established by Registries and ongoing maintenance of Registry Agent equipment.
- Make recommendations for process improvement.

Performance Standards

Registries provides Registry Agents with information on the performance of their agency and staff. This includes providing Registry Agents with reports on transactions statistics and performance in several different measurement areas. These performance measurement areas are subject to change.

Service Alberta also compares agent performance with the performance of other Registry Agents who have similar transaction volumes. Registry Agents are able to see how their performance compares with their peers in multiple areas and in overall performance. A Registry Agent's placement in a peer group is assessed annually to ensure that, in the event transaction volume changes, agents are placed in the appropriate group.

Operating Principles

1. All new Registry Agent opportunities are established by Service Alberta through a formal Request for Proposals process.
2. All Registry Agents must enter into an Agreement with the Minister of Service Alberta (Appendix E).
3. All new Registry Agents are required to pay a one-time start-up fee. Included in this cost is initial set-up training, one Driver Knowledge Testing Station (DKTS) and specialized equipment necessary for processing Operator Licences and Identification Cards.
4. Purchasers of existing Registry Agents retain the same amount of GOA assigned DKTS stations and other specialized equipment as the previous owner and needs to contact the existing owner regarding any privately owned DKTS stations or other equipment.

Additional DKTS machines can be purchased at the Registry Agent's discretion.
Approximate cost per station is \$2500.00 + installation.

5. Registry Agents are required to have their own Internet Service Provider(s) for Registries and non-registries related business.
6. Registries may charge Registry Agents to recover the costs of mandatory training, loss or damage to equipment and inventory, increased support or monitoring, relocation and any breach response measures.
7. Refer to the Facility Requirements and Guidelines (Appendix D) for details regarding what Registries is responsible for providing and what Registry Agents are responsible to provide for the running of the office.

8. Registry Agents are responsible for all overhead space, staffing, marketing, banking, insurance and any other costs not explicitly provided by Registries.
9. Registry Agents must offer the full range of mandatory products and services listed in the Registry Agent Product Catalogue.
10. Service charges are capped for certain products and services, such as operator licences and vehicle registrations. Service charges for other products and services are established by market conditions. The Registry Agent Product Catalogue lists all current products and service charges.
11. The pricing method used for products and services sold to clients follows:

Client cost = Government fee + Registry Agent service charge + GST (GST is charged only on the Registry Agent service charge)
12. Registry Agents must provide driver knowledge testing and vision testing, and are responsible for reviewing medical documentation.
13. Unless specified by Registries, road testing services must be available at all Registry Agents. Only licensed driver examiners can provide road testing. Registry Agents are required to make arrangements with an existing licensed driver examiner to perform this service.
14. Registry Agents may establish their own payment terms with their clients, within certain limits established by Registries; however, all monies owing to Registries must be remitted according to Registries' payment policy.
15. Registry Agents must be knowledgeable about relevant legislation to respond to public inquiries.
16. Registry Agents may offer registry services as their only business activity or as a supplement to another business enterprise, providing there are no conflicts of interest as defined by Registries. Further information on conflicts of interest can be found in the Registry Agent Agreement (see Appendix E).
17. Registries does not assign exclusive business territory to a Registry Agent.
18. Registries may provide other methods of access to its products and services, which may impact transaction volumes at Registry Agents. Methods may include a mail-in process, the Internet or other channels.
19. Registry Agents require a Letter of Credit or Letter of Guarantee, in an amount specified by Registries. The Letter of Credit or Letter of Guarantee provides security to the GOA for

funds held in trust by the Registry Agent. At the sole discretion of Registries, the Letter of Credit or Letter of Guarantee may be released. It may be redeemed at Registries' discretion.

20. Registry Agents must provide and maintain comprehensive or commercial general liability, and errors and omissions insurance in the form and amounts specified in the Agreement.

APPENDIX B
APPLICATION FORM

SAMPLE



Registry Agent Purchase Application

Registries

We are collecting the following personal information about you under the authority of section 33(c) of the *Freedom of Information and Protection of Privacy Act (FOIP) Act*, for the purpose of evaluating the suitability of the Applicant to be a Registry Agent. For more information, contact the Agent and Contract Administrator by calling 1-866-301-6209, emailing sa-racontractadmin.m@gov.ab.ca or by mail to: Agent and Contract Administrator, Agent Support, Service Alberta, 3rd Floor, John E. Brownlee Bldg., 10365 - 97 St., Edmonton, Alberta, T5J 3W7

Section A

Corporate Information		
Name of Corporation	Operating Name (if applicable)	Is the corporation in good standing? <input type="checkbox"/> Yes <input type="checkbox"/> No
Jurisdiction of incorporation		If not incorporated in Alberta, has it been registered in Alberta? <input type="checkbox"/> Yes <input type="checkbox"/> No
Number and type of shares authorized and outstanding:		
Voting Shares: _____	Non-Voting Shares: _____	
Authorized: _____	Outstanding: _____	
List the legal (and any beneficial) shareholders and number of shares held:		
Name: _____	Voting: _____	Non-Voting: _____
List all directors and their positions:		
Name: _____	Position: _____	
Co-location		
Will the Registry Agent be co-located with any other business(es)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>If yes, please provide details:</i>		
Will the ownership of the co-located business be the same as for the registry agent? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>If no, please provide details:</i>		

Conflicting Businesses

List the names and positions for all of the following: the Registry Agent, it's employees, controlling shareholders, spouses of controlling shareholders, directors, or officers who engage in or are a shareholder, officer, director or partner in any privately held corporations, partnerships, or joint ventures engaged in any business or activities that may be seen as a conflict with the ownership of a Registry Agent. Conflicts of Interest include:

- Civil Enforcement
- Any Business Engaged in the Buying or Selling of Motor Vehicles
- Information Brokerage/Resellers of Information
- Debt Collection
- Private Investigation
- Direct Marketing or Market Research
- Process Servers
- Licensed Driver Examiners
- Driver Training Schools
- Marriage Commissioners

or any other business, activity or undertaking which, in the GOA's opinion, acting reasonably, is detrimental to or incompatible with the:

- Proper or Impartial Performance of Services
- Public Safety
- Confidentiality, Security or Integrity of Personal Information
- Security of GOA funds, Equipment or Property
- Reputation/Confidence of the GOA or the Registry Agent Network

Name: _____ Position: _____

Description of the Activities: _____

Name: _____ Position: _____

Description of the Activities: _____

Name: _____ Position: _____

Description of the Activities: _____

Name: _____ Position: _____

Description of the Activities: _____

Name: _____ Position: _____

Description of the Activities: _____

Name: _____ Position: _____

Description of the Activities: _____

Name: _____ Position: _____

Description of the Activities: _____

Name: _____ Position: _____

Description of the Activities: _____

Conflicting Interests

List the names and describe the relationship between any of the following: the Registry Agent, it's employees, controlling shareholders, spouses of controlling shareholders, directors, or officers and other individuals or corporations that have an interest or influence in the ownership of the Registry Agent. Interest or influence includes:

- Financial Support not Disclosed in the Financial Documents
- Agreements not Disclosed in these Documents
- Influence on the Decision of Director(s), Shareholder(s), and/or Officer(s) from:
 - Family/Friend Interests
 - Succession Planning
 - Driver Training Schools and/or Driver Examiners
 - Others
- Employment with the GOA
- Beneficiaries not Previously Disclosed

Name: _____ Position: _____

Description of the Relationship: _____

Name: _____ Position: _____

Description of the Relationship: _____

Name: _____ Position: _____

Description of the Relationship: _____

Name: _____ Position: _____

Description of the Relationship: _____

Name: _____ Position: _____

Description of the Relationship: _____

Name: _____ Position: _____

Description of the Relationship: _____

Name: _____ Position: _____

Description of the Relationship: _____

Name: _____ Position: _____

Description of the Relationship: _____

Name: _____ Position: _____

Description of the Relationship: _____

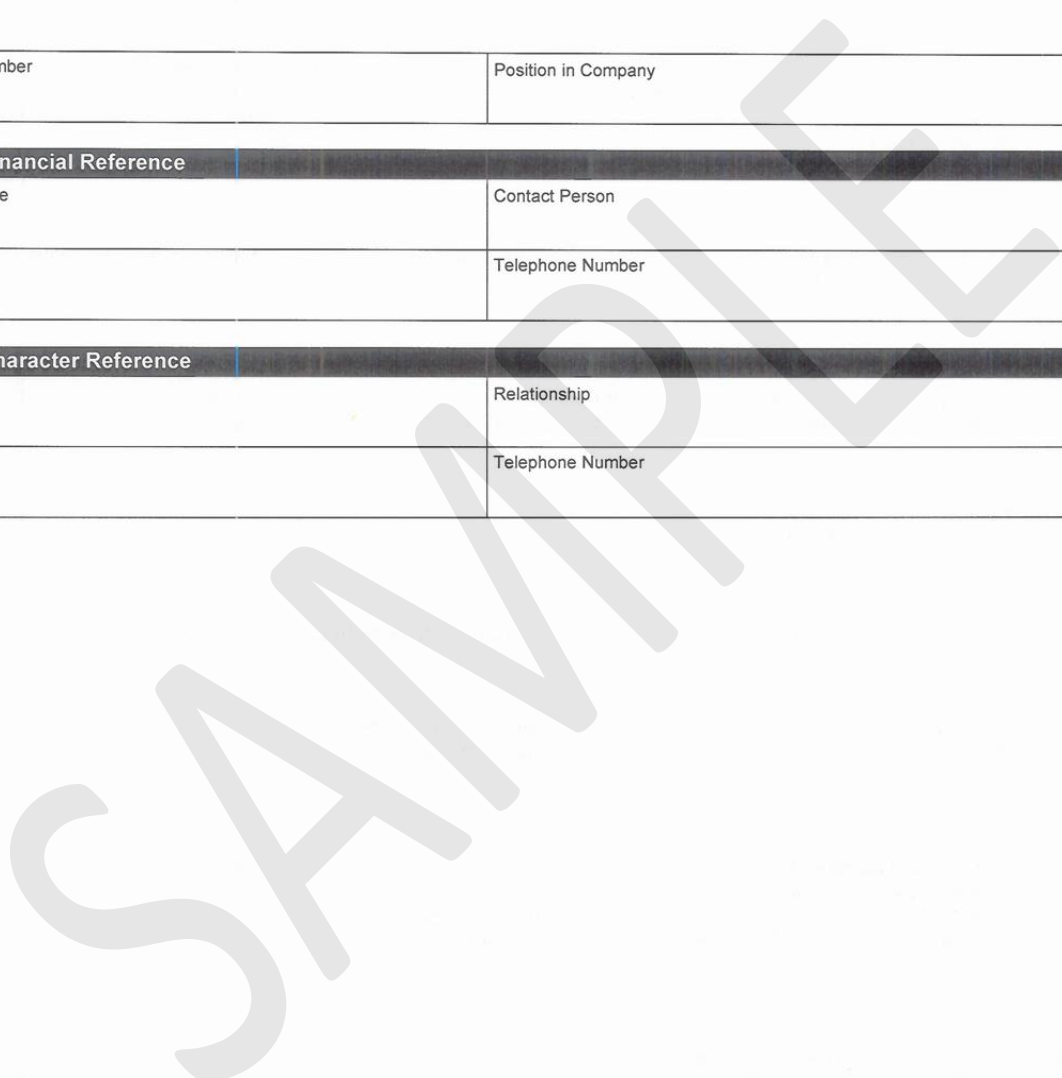
Section B

Part 1 - Personal History		
To be completed by all legal and beneficial shareholders and directors of the Applicant and Shareholder Corporation.		
Last Name	Given Name(s)	
Previous Name(s) (if applicable)		
Residence Address		
Business Name	Business Address	
Home Telephone Number	Business Telephone Number	Cellphone Number
Are you a Canadian Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No" do you have Permanent Residence? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Do you normally reside in Alberta? <input type="checkbox"/> Yes <input type="checkbox"/> No Are you over the age of 18? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Have you ever been refused a bond for any reason? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "Yes", please give details)</i>		
Have you ever been refused a business licence or had a business licence cancelled or suspended? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "Yes", please give details)</i>		
Are you or your spouse a shareholder, director, partner, owner, employee or agent of a Driver Training School? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "Yes", please give details)</i>		
Are you or your spouse a Driver Examiner/Instructor? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "Yes", please give details)</i>		
Are you or your spouse a Government of Alberta employee? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "Yes", please give details)</i>		
Does any driving school licensee have a financial interest, direct or indirect, in the operations of the Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "Yes", please give details)</i>		
Are there any civil court judgements, executions, liens or similar obligations outstanding against you? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "Yes", please give details)</i>		
Are you involved as a plaintiff or defendant in any ongoing civil court proceedings? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "Yes", please give details)</i>		
Have you had any interest or involvement with a Registry Agent in the past? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "Yes", please give details)</i>		

Part 2a - Business or Employment References	
Company Name	Contact Person
Address	
Telephone Number	Position in Company
Company Name	Contact Person
Address	
Telephone Number	Position in Company

Part 2b - Financial Reference	
Company Name	Contact Person
Address	Telephone Number

Part 2c - Character Reference	
Name	Relationship
Address	Telephone Number



Application Acceptance and Special Considerations

If the application is approved, the Applicant will be required to enter into a Registry Agent Agreement in a form to be determined by the Minister.

The Applicant must indicate their acceptance of each of the following:

Business and Facility Requirements

1. The Applicant hereby authorizes and consents to the Minister's representatives conducting such investigations and collecting such personal information as they deem necessary, in respect to the Applicant's financial status, reputation, and background. This personal information may include information contained in the Canadian Police Information Centre (CPIC) or in a law enforcement database and could include information pertaining to young offender records relating to the *Young Offenders Act* or the *Youth Criminal Justice Act*. Any such information may be used by the Minister to assist in making a determination as to the suitability of the application. The Applicant understands that as a result of giving this consent, such information may be disclosed by the Minister's representatives to the Minister.

The Applicant hereby releases and forever discharges the Government of Alberta, the Minister of Service Alberta and his representatives from any and all actions, causes of actions, claims and demands for damages, loss, or injury, which may hereafter be sustained by the Applicant, howsoever arising out of the above authorized disclosure of information and waives all rights thereto.

Agree:

2. The Applicant agrees to abide by the Facility Requirements and Guidelines section outlined in the Information Package for Becoming a Registry Agent.

Agree:

3. The Applicant agrees to offer the full range of Registries products and services listed in the Product Catalogue found on the Service Alberta website at http://www.servicealberta.gov.ab.ca/pdf/Product_Catalogue.pdf.

Agree:

4. Operational risks will be entirely the responsibility of the Applicant. The Applicant will be responsible for the payment of all business and other taxes and levies.

Agree:

5. The Applicant will ensure full compliance with all of the requirements of the Registry Agent Agreement.

Agree:

6. The only persons who have or will be granted control, legal or beneficial ownership of the proposed Registry Agent are those persons who are set out in this application or may subsequently be approved by the Minister in writing.

Agree:

7. The Applicant acknowledges that the Minister may make changes to the Registry Agent model, which could have an impact on the Registry Agent applied for. Changes may include, but are not limited to, increasing the number of Internet services available for Registries' clients, incorporating fees, seeking cost recovery for provision of GOA services to the Registry Agent, increasing the number of Registry Agent locations, or reducing/removing Registry Agent distance buffers.

Agree:

8. The Applicant acknowledges Registries is currently examining the potential benefits of increasing its online services offered but cannot speculate as to how the business of any particular Registry Agent's agency's bottom line would be affected by any changes made to Registries' online services.

Agree:

9. By submitting an Application, the Applicant accepts the "Terms and Conditions" contained in the Application Requirements document of the Application Package in their entirety and without any changes.

Agree:

Declaration and Consent

THE APPLICANT, its legal and beneficial shareholders and directors warrant and represent to the Minister that the information provided by us in this, and any supporting documentation is true, complete and correct to the best of our knowledge. Without limiting the generality of the foregoing we declare, warrant and represent that the Applicant is a bona fide arms-length purchaser and that the purchase and sale of this Registry Agent Outlet is a bona fide arms-length transaction and that no third party has any direct or indirect ownership or control of the Registry Agent.

WE HEREBY AUTHORIZE the Minister's representatives to conduct such investigations, and collect such personal information, as it deems necessary, in respect to our financial status, reputation and background.

Dated at _____ this _____ day of _____, _____.

Per: _____

Signatures of all of the Applicant's legal and beneficial owners/shareholders and directors:

Name of Witness (Print)

Name and Position (Print)

Address of Witness

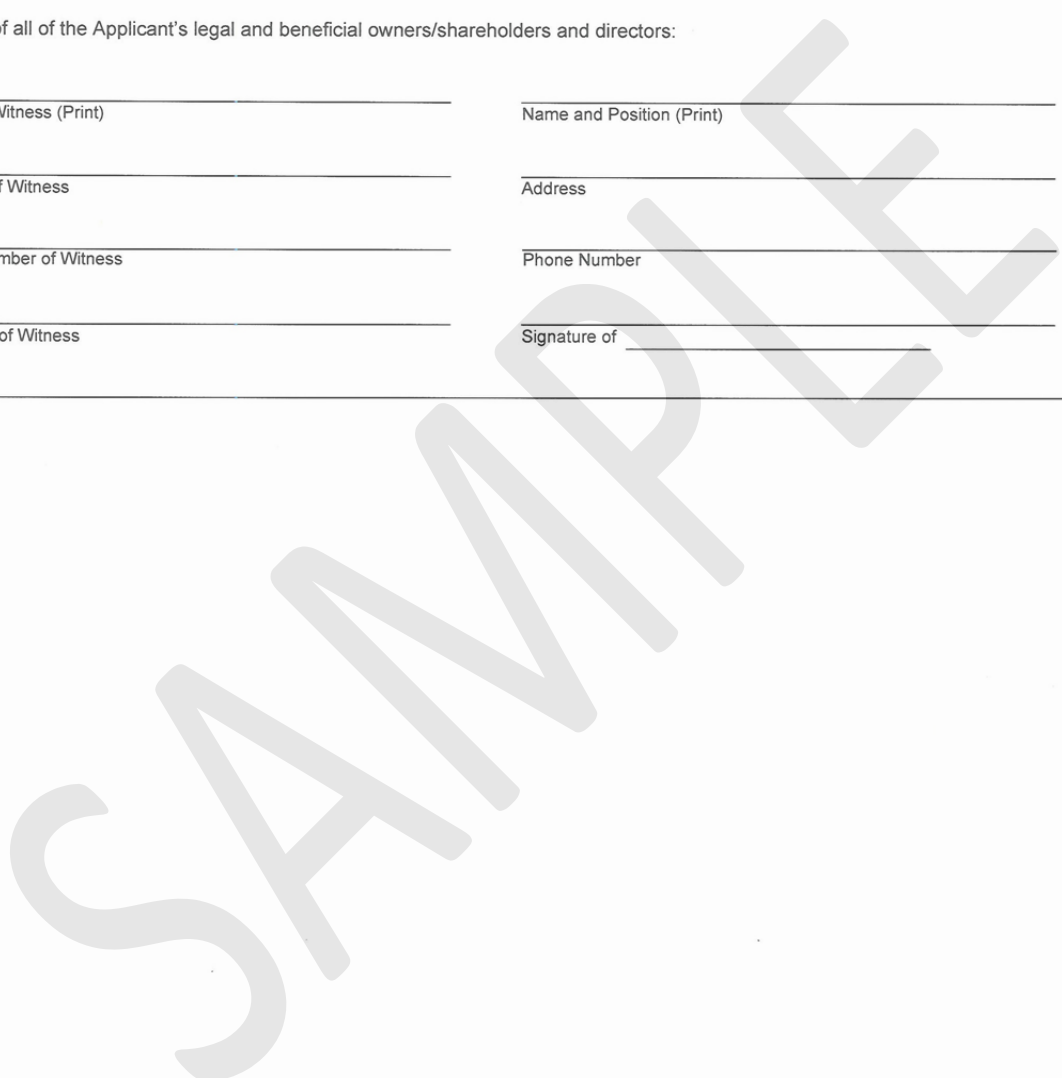
Address

Phone Number of Witness

Phone Number

Signature of Witness

Signature of _____



APPENDIX C
PERSONAL FINANCIAL INFORMATION

SAMPLE



Personal Financial Information

Registries

We are collecting the following personal information about you under the authority of section 33(c) of the *Freedom of Information and Protection of Privacy Act (FOIP) Act*, for the purpose of evaluating the suitability of the Applicant to be a Registry Agent. For more information, contact the Agent and Contract Administrator by calling 1-866-301-6209, emailing sa-racontractadmin.m@gov.ab.ca or by mail to: Agent and Contract Administrator, Agent Support, Service Alberta, 3rd Floor, John E. Brownlee Bldg., 10365 - 97 St., Edmonton, Alberta, T5J 3W7

The Personal Financial Statement form must be duly completed and all the supporting documents provided for verification. See the attached checklist for the required documentation for each section. Please be advised that if all of the specified criteria are not provided approval of the application may be delayed or deferred. All legal and beneficial shareholder(s), director(s), and/or officer(s) of the Applicant must complete a separate Personal Financial Information form.

Section 1

Personal Information														
Last Name		Given Name(s)		Social Insurance Number (SIN) <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>										
Home Telephone Number		Business Telephone Number		Email Address										
Current Address		Postal Code	How long	<input type="checkbox"/> Rent <input type="checkbox"/> Own										
Previous Address <i>(if less than 2 years at current address)</i>		Postal Code	How long	<input type="checkbox"/> Rent <input type="checkbox"/> Own										
Date of Birth <i>(yyyy-mm-dd)</i> - -	Number of Dependants <i>(exclude spouse)</i>	Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed <input type="checkbox"/> Single <input type="checkbox"/> Separated <input type="checkbox"/> Common-Law												
Current Employer		Job Title												
Address		Telephone Number	How long	Salary										
Previous Employer <i>(if less than 2 years with current employer)</i>		Job Title												
Address		Telephone Number	How long	Salary										
Spouse's Given Name <i>(include surname, if different)</i>		Social Insurance Number (SIN) <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>											Date of Birth <i>(yyyy-mm-dd)</i> - -	
Spouse's Employer		Spouse's Job Title												
Address		Telephone Number	How long	Salary										
Any Other Sources of Income and Amount														
Have you ever claimed bankruptcy?		Preferred Method of Communication												
<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, are you a discharged bankrupt?		<input type="checkbox"/> Email <input type="checkbox"/> Phone												

Section 2 - Assets

IF MARRIED, INCLUDE ASSETS OF BOTH SELF AND SPOUSE

Cash Holdings			
Bank/Institution	Branch	Account #	Amount
Total			

Motor Vehicles (include A.T.V., Watercrafts, Trailers etc.)			
Year, Make, and Model	Value	Year, Make, and Model	Value
Total			

Real Estate Owned					
Civic Address and/or Legal Description	Registered Owner	Mortgage Holder (or free and clear)	Purchase Year	Purchase Price	Present Value
Total					

Other Assets (exclude household effects)	
Description	Value
Total	

Section 3 - Liabilities

IF MARRIED, INCLUDE LIABILITIES OF BOTH SELF AND SPOUSE

Bank Loans					
Bank	Branch	Terms	Security	Interest Rate	Balance Owing
Total					

Mortgages etc.					
Bank	Branch	Monthly Payment	Maturity Date	Interest Rate	Balance Owing
Total					

Other Liabilities		
Description	Account # (if applicable)	Balance Owing
Total		

Only include the last 4 digits of any Credit Card Numbers under "Account # (if applicable)"

Section 4 - Summary

Assets	Amount (omit cents)	Liabilities	Balance Owing (Omit Cents)
Cash		Bank Loans	
Stocks, Bonds, etc. (Cash Value)		Other Liabilities	
Life Insurance (Cash Value)		Mortgage, etc.	
Sub Total		Total	
Motor Vehicles			
Real estate (Present Value)			
Other Assets			
Total		Net Worth	

Section 5 - Additional Information

Shares and/or shareholder's loans in private corporation(s):

Shares

Name of Corporation	% of Shares	Book Value of Corporation	Book Value of Shares	Value of Shareholder's Loans

Purchase Price and Source of Funding

Purchase Price: \$ _____	Portion of purchase price attributed to Registry Agency if not stand alone business _____ % \$ _____
Source of Funding: 	

Additional Information:

By signing below, I warrant and represent to the Minister that the information provided in this form, and any supporting documentation, is true, complete, and correct to the best of my knowledge.

_____ Date (yyyy-mm-dd)

_____ Signature

APPENDIX D
FACILITY REQUIREMENTS AND GUIDELINES

Facility Requirements and Guidelines

Premise

The Registry Agent's premise needs to provide adequate public parking as well as barrier-free accessibility for persons with physical, sensory and developmental disabilities. Inside, the workstations needs be situated in a manner that provides a client privacy during completion of a service. For this, Service Alberta would recommend the following space:

Workstations	Square Footage
1 workstation/printer combination	600 square feet
2 workstation/printer combinations	1000 square feet
3 workstation/printer combinations	1200 square feet

The office also needs to contain sufficient space for driver examiners to conduct confidential interviews, however this does not need to be a dedicated space. Individual desks and a private office are be recommended for this.

In the interest of providing adequate security for Registries' inventory and information, the Registry Agent needs to provide secure storage. The requirements listed below must be adhered to by all Registry Agents:

a) Secure Storage Room

- May be a walk-in storage room or a closet format.

b) Safe/Vault

- A vault or safe large enough to hold all controlled inventory (licence plates, validation tabs, etc.), office records and documents may be used in lieu of a secure storage room.

c) Security Alarm

- A monitored security system is mandatory for all Registry Agent offices and must include full perimeter protection and motion sensors.

d) Locking Filing Cabinet and Cupboards

- Locking filing cabinets and/or cupboards may be used for the storage of documents containing confidential or personal information.

Equipment and Supplies

To deliver the full range of Registries' products and services, Registry Agents must meet specific hardware and software requirements for their workstations that will allow Registry Agents to run Registries' applications as well as other business applications, such as word processing and point of sale at the same time. All workstations in the office that access Registries' systems and databases need to meet these specifications, which will be supplied to Registry Agents upon approval to purchase an existing agent or in an RFP document. Registries is responsible for

providing and maintaining all government owned software. Furthermore, Registry Agents need to have a non-thermal transfer fax machine, a photocopier, and a document shredder. A confidential shredding service can replace the document shredder if desired. Equipment cost will vary according to the number of workstations and suppliers. The number of workstations a Registry Agent office possesses is at the discretion of the Registry Agent and the Registry Agent is responsible for maintaining their own and government-owned equipment, as well as insuring all GOA equipment located on the premise.

As part of the driver licensing function, Registry Agents are required to provide vision-testing equipment according to Registries' specifications. This equipment has a footprint of approximately six square feet and requires simultaneous use by clients and staff and is not supplied by the GOA.

Registries provides the agent with the Secure Image Management System (SIMS) that is used to capture and process photo images and signatures for Driver's Licences and Identification Cards. The camera and signature device requires 24" X 24" of surface space and the camera equipment requires a 5' diameter from the camera to the backdrop. The white backdrop is GOA issued and requires a minimum of 4' of office space. This equipment cannot be located in direct sunlight and must be bolted to a non-portable surface for operational and security purposes.

Driver knowledge testing is conducted on-line. Each Driver Knowledge Testing System (DKTS) workstation requires 24" X 24" of surface space located within 6' of a 120V power source. Agents are required to enter into a services contract with the DKTS provider and pay a price per test directly to the DKTS provider. This workstation must be located where an individual using it can be continuously monitored.

Registries will supply all required forms (including access to electronic versions of select forms), licence plates and validation tabs. Registry Agents are responsible for day-to-day office supplies, and for all GOA inventory and equipment in their possession. The Registry Agent may be required to pay the GOA for any lost inventory and equipment.

IT and Internet

A Registry Agent is required to provide their own information technology (IT) support (internally or through an IT service provider) for installs, updates and troubleshooting of all Registry Agent owned software. However, all IT Service Providers will require approval by Registries before being given access to GOA systems.

Registry Agents are also required to have their own Internet Service Provider(s) for Registries and non-registries related business. The Registry Agent is responsible for all costs associated with their connections and ensuring that the Internet Service Provider(s) and data plan(s) are sufficient to perform all registry services

APPENDIX E
SAMPLE AGREEMENT

SAMPLE

THIS AGREEMENT MADE IN DUPLICATE AND EFFECTIVE THIS __ DAY OF _____,
20__.

BETWEEN:

**HER MAJESTY THE QUEEN
in Right of Alberta
as Represented by the Minister responsible for Alberta Registries
(the “GOA”)**

- and -

(“Registry Agent”)

(the “Parties”)

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SAMPLE

Preamble

WHEREAS the GOA requires certain registration services to be performed for Albertans;

AND WHEREAS the *Government Organization Act*, R.S.A. 2000, c. G-7, empowers the Minister responsible for Alberta Registries to enter into an agreement for the provision of registry services;

AND WHEREAS the Registry Agent is a corporate entity that is willing and able to perform these services;

AND WHEREAS the Parties recognize that the nature of the services performed by the Registry Agent are such that a high level of public trust is placed on the Registry Agent and its employees;

AND WHEREAS the GOA requires the Registry Agent to enter into an Agreement, and as a condition thereof, the Registry Agent submitted to the GOA an application form and related documentation.

Agreement

1.1 In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

The Preamble is part of this Agreement.

Definitions

2.1 In this Agreement:

“**Affiliate**” means:

- (a) if one body corporate is a subsidiary of the other or both are subsidiaries of the same body corporate or each of them is controlled by the same Controlling Shareholder, and
- (b) if two bodies corporate are affiliated with the same body corporate at the same time;

“**Agreement**” means:

- (a) this Agreement, including any and all Schedules and Appendices attached hereto;
- (b) all Policies that have been, or will be issued by the GOA in respect to the provision of the Services; and
- (c) the Application;

“**AOTDR**” means the Alberta Organ and Tissue Donation Registry

“**AOTDR Registration Services**” means the Services performed by the Registry Agent respecting:

- (a) general inquiries; and/or
- (b) registration of intent and consent of individuals for organ and tissue donation;

as further detailed in Policies and in accordance with Schedule “C.”

“**Application**” means the application form and related material submitted by the Registry Agent to the GOA and appended hereto as Appendix “A”;

“**Business Day**” means any day except Saturdays, Sundays or any holiday observed by the GOA;

“**Code of Conduct and Ethics**” means a code of conduct and ethics regarding performance of the Services and protection of Personal Information which Registry Agent Personnel must accept or sign, and which forms part of the Policies issued by the GOA, as may be amended from time to time;

“**Controlled Inventory**” means inventory provided to the Registry Agent by the GOA and distributed by a supplier hired by the GOA, that the GOA tracks through the Registry, and includes, but is not limited to, forms, license plates and validation tabs that are listed in the Policies as amended from time to time;

“**Controlling Shareholder**” means a person who:

- (a) owns over 50% of issued shares in the Registry Agent;
- (b) owns the largest proportion of issued shares in the Registry Agent; or
- (c) owns any amount of issued shares in the Registry Agent and exercises regular management functions in relation to the Registry Agent or the provision of the Services.

“**Driver Examiner**” has the meaning set out in the Driver Training and Driver Examination Regulation, A.R. 316/2002, as amended from time to time;

“**Driver Training School**” has the meaning set out in the Driver Training and Driver Examination Regulation, A.R. 316/2002, as amended from time to time;

“**Due Date**” means the date on which the Registry Agent shall pay any GOA Funds owing to the GOA and includes the applicable dates set out in Policies issued by the GOA;

“**Event of Default**” means any event described in 36;

“**GOA**” means Her Majesty the Queen in right of Alberta as represented by the Minister responsible for Alberta Registries;

“**GOA Equipment**” means equipment that the GOA or any other government department provides to the Registry Agent for its use during the life of this Agreement including, but not limited to, computers, hardware and software, as listed in the Policies, including SuperNet connectivity;

“**GOA Equipment Supplier**” means any supplier of goods and related services that the GOA hires to provide maintenance and repair services to the GOA Equipment installed in the Premises;

“**GOA Funds**” means any funds collected, or authorized by any applicable legislation to be collected, by the Registry Agent on behalf of the GOA as the GOA’s trustee and for the GOA’s sole benefit, as the fee for the Service(s) as prescribed in the Product Catalogue, and as must be remitted to the GOA;

“**GOA Records**” means all Records transferred, or made accessible, to the Registry Agent by the GOA or collected, created, maintained or stored by the Registry Agent in the performance of the Services under this Agreement, except for the Registry Agent’s and Registry Agent’s Affiliates’ administrative, accounting, legal, technical and human resource Records;

“**IT Service Provider**” means any contracted IT service provider or other person who provides IT support to maintain Registry Agent owned IT equipment, either on the Premises or through remote access technologies as defined in Policies;

“**Non-controlled Inventory**” means inventory that the GOA provides to the Registry Agent for the provision of the Services other than Controlled Inventory;

“**Parties**” mean the GOA and the Registry Agent and Party means either one of them;

“**Performance Standards**” means those standards to which the Services are to be performed by the Registry Agent, as set out in Policies and as the GOA measures and reports to the Registry Agent;

“**Personal Information**” means personal information as defined in the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25 (“FOIP”) as amended from time to time, and includes personal driving and motor vehicle information as defined in the *Traffic Safety Act*, R.S.A. 2000, c. T-6, as amended from time to time. Where the Registry Agent provides AOTDR Registration Services, Personal Information also includes health information as defined in the *Health Information Act*, R.S.A. 2000, c. H-5, as amended from time to time;

“**Policies**” means the *Registry Agent General Administration Manual*, the *Product Catalogue*, the AOTDR Administration Manual and the Code of Conduct and Ethics and other Registry policies issued by the GOA, and as may be amended from time to time;

“**Premises**” means the Registry Agent facility, located at a designated site, at which the Registry Agent and its Registry Agent Personnel perform the Services;

“**Product Catalogue**” means the catalogue listing the products and services available to the public through a Registry Agent;

“**Record**” means a record as defined in the *Freedom of Information and Protection of Privacy Act* R.S.A. 2000, c. F-25, as amended from time to time and includes a record of health information, as defined in the *Health Information Act*, R.S.A. 2000, c. H-5, as amended from time to time;

“**Registry**” means registry as defined in the *Government Organization Act*, Schedule 12, R.S.A. 2000 c. G-10 as amended from time to time, and includes any manual or electronic systems capable of collecting, recording, maintaining and retrieving information from the registry;

“**Registry Agent**” means the person that enters into this Agreement with the GOA for the provision of the Services;

“**Registry Agent Equipment**” means equipment that the Registry Agent provides for the performance of the Services, that remains the property of the Registry Agent, that includes but is not limited to, the items listed in Policies;

“**Registry Agent Personnel**” means a director, officer, shareholder of the Registry Agent or any person employed or contracted by the Registry Agent, who accesses the Registry or has physical or electronic access to information from any Registry;

“**Service Charge**” means the portion of a fee charged for a Service, as detailed in the Product Catalogue, that a Registry Agent may retain as revenue for performing the Service;

“**Services**” means Services as stated in clause 5 and further described in Schedule “A” attached hereto and forming an integral part of this Agreement;

“**Spouse**” means spouse as defined in the *Interpretation Act*, R.S.A. 2000, c. I-8 as amended from time to time, and includes an individual who has cohabitated with a Controlling Shareholder of the Registry Agent as a common law spouse for a minimum of one year, and includes an adult interdependent partner as defined in the *Adult Interdependent Relationships Act*, R.S.A., 2000, c. A-4.5, as amended from time to time;

“**Supervisory Personnel**” means one or more Registry Agent Personnel who perform supervisory, administrative, oversight and training functions in the implementation and performance of the Services; and

“User ID” means user identification to enable any Registry Agent Personnel to have access to the GOA Equipment, Registry or GOA Records and may include, but is not limited to passwords, tokens, cards or biometrics as administered by the GOA.

Schedules and Appendices

3.1 The following Schedules and Appendices are appended hereto and form an integral part of this Agreement:

Schedule “A” – Services
Schedule “B” – Premises 3
Schedule “C” – AOTDR Registration Services
Appendix “A” - Application

Letter of Credit or Guarantee

4.1 The Registry Agent shall immediately provide the GOA with an Irrevocable Letter of Credit or Letter of Guarantee in the amount of \$ _____ dollars, payable to the GOA, in a form and from a financial institution acceptable to the GOA, acting reasonably. Unless the GOA subsequently agrees to release the Letter of Credit or Letter of Guarantee it shall continue in place for 6 months after this Agreement is terminated. A release of a Letter of Credit or Letter of Guarantee does not preclude the GOA, acting reasonably, from subsequently requiring the Registry Agent to provide a new Letter of Credit or Letter of Guarantee.

Performance of Services

Description of the Services

5.1 The Registry Agent shall perform the Services, including but not limited to the following, to the satisfaction of the GOA, acting reasonably:

- (a) performing the Services in a professional and competent manner;
- (b) operating, managing and maintaining the Premises such that the Services may be performed and that the Premises are tidy and business-like;
- (c) hiring, training and managing Registry Agent Personnel to perform the Services;
- (d) ensuring that all GOA Equipment and Registry Agent Equipment is maintained for the ongoing performance of the Services;
- (e) maintaining the security of the Premises, GOA Equipment, Controlled Inventory and Non-controlled Inventory;
- (f) maintaining the security and confidentiality of any Personal Information;

- (g) fulfilling all contractual obligations of the Registry Agent in this Agreement; and
- (h) subject to clause 5.2, ensuring that all the Services are available to the public at the Premises.

Notification of Unavailable Services

- 5.2 If, for any reason unless such reason results from an action of the GOA or the GOA is already aware of such reason, the Registry Agent is unable to provide all the Services set out in Schedule “A” as required pursuant to this Agreement in excess of 4 Business Days, the Registry Agent must immediately notify the GOA, in writing, of the reason for the inability to provide the Services, the expected time frame of the unavailability of the Services and any other pertinent information. The Parties will take all commercially reasonable efforts to make all the Services available to the public as quickly as possible.

Prohibition of Unauthorized Services

- 5.3 The Registry Agent shall not provide any services that require access to the GOA Records, Registry or use of GOA Equipment, Controlled Inventory or Non-Controlled Inventory other than the Services permitted under this Agreement.

Performance of Services in Accordance with Law

- 5.4 The Registry Agent shall perform the Services in compliance with the following:
- (a) this Agreement;
 - (b) all Policies;
 - (c) all applicable statutes and regulations; and
 - (d) all directions or orders of any lawful authority acting pursuant to applicable legislation.

Impartial and Courteous Performance of the Services

- 5.5 As an authorized agent of the GOA, Registry Agents shall serve the public impartially, and in a manner consistent with the GOA’s desire to maintain courtesy and respect in dealings with the public.

Public Complaints

- 5.6 Any public complaints received with respect to the Registry Agent or its performance of the Services are to be addressed by the Registry Agent in accordance with the Policies. The Registry Agent, Registry Agent Personnel or any other employees shall co-operate with the GOA and, to the extent that any complaints are received by the Office of the

Ombudsman or the Office of the Information and Privacy Commissioner, with those Offices, in the review and resolution of any complaints.

Performance of Services Not Exclusive

5.7 Any rights granted to the Registry Agent under this Agreement are not exclusive. The GOA retains the right to perform the Services or similar or alternative services, or to arrange with third parties for performance of the Services or of similar or alternate services, at other sites and/or through other delivery channels regardless of the proximity to the Premises.

Monitoring of Registry Agent Performance

- 6.1 The Parties agree and acknowledge that statistics and other relevant information, as detailed in Policies, regarding the Registry Agent's performance of the Services shall be collected, measured, recorded and reported to the Registry Agent by the GOA and the Registry Agent agrees that it will participate in any such monitoring by the GOA.
- 6.2 The GOA shall submit reports on the Registry Agent's performance to the Registry Agent at least quarterly and may submit other reports on a regular or intermittent basis.
- 6.3 If the Registry Agent fails or neglects to satisfactorily perform any or all of the Services, in accordance with Policies, the GOA may, acting reasonably, take any or all of the following remedial actions:
- (a) telephone coaching;
 - (b) in-person coaching;
 - (c) warning letters;
 - (d) increased monitoring of transactions by another Registry Agent Personnel at the sole cost of the Registry Agent;
 - (e) mandatory additional training for any or all Registry Agent Personnel at the sole cost of the Registry Agent;
 - (f) increased monitoring by the GOA including monthly reports and special compliance and accountability audits; or
 - (g) on-site supervision by the GOA in accordance with clause 21 herein.

Closure of Premises

7.1 The Registry Agent shall not close the Premises for business for any period of time in excess of 4 consecutive Business Days unless authorized by the GOA in writing, which will not be unreasonably withheld.

- 7.2 In the event of a closure of the Premises, the Registry Agent shall post notice of closure in a conspicuous position on the Premises.
- 7.3 The Registry Agent shall, as soon as reasonably practicable, notify the GOA of any unscheduled closure of the Premises for any reason.

Trust in Favour of the GOA and Registry Agent Fiduciary Relationship

- 8.1 The Registry Agent acknowledges that in entering into this Agreement and carrying out the Services it is in a fiduciary relationship with the GOA and has fiduciary obligations to act in an honest and forthright manner and in the GOA's best interest at all times with respect to the performance of the Services and this Agreement, and their actions as an agent of the GOA.
- 8.2 The Registry Agent is a trustee for the GOA's sole benefit of all GOA Funds collected from, or GOA Funds owing by, the Registry Agent's clients until such time that the Registry Agent pays to the GOA any amounts owing by the Registry Agent to the GOA for any of the Services.
- 8.3 The Registry Agent is a trustee for the GOA's sole benefit of all Controlled Inventory and GOA Equipment provided to the Registry Agent.

Remittance of GOA Funds and Registry Agent Service Charges

Public Charge for Service

- 9.1 The Registry Agent shall charge its client for the Services within the fee structure set out in the Policies and the Registry Service Charges Regulation (A.R. 183/2005), and any other applicable legislation or policy.

Remittance of GOA Funds to the GOA

- 9.2 The Registry Agent shall remit to the GOA the GOA Funds arising from the provision of the Services as follows:
- (a) for Motor Vehicle Services as defined in the Policies, each day by way of electronic funds transfer, or as otherwise directed in Policies; and
 - (b) for all other Services within 30 days of the date on the invoice issued by the GOA to the Registry Agent, or as otherwise directed in Policies. The Registry Agent shall send any remittances to the GOA as directed on the invoice.

Notification Regarding Discrepancies

- 9.3 The Parties must, within 5 Business Days from the transfer of funds electronically to the GOA, or if an invoice is issued, within 5 Business Days from the receipt of that invoice

by the Registry Agent, notify the other Party, if the notifying Party is aware of any miscalculation of GOA Funds. The notifying Party must, within 5 Business Days of notifying the other Party of any miscalculation, provide the other Party, in writing, with any information that the notifying Party may have in regards thereto.

Dispute over GOA Funds Calculation

9.4 In the event of a dispute over the calculation of GOA Funds, the Registry Agent agrees to remit the amount the GOA has calculated as owing pending resolution of the dispute pursuant to clause 41.

Interest

9.5 The GOA may charge the Registry Agent interest on any remittances received after the Due Date at the rate of interest set by Treasury Board. The GOA shall apply any remittance first to interest and then to principal.

9.6 In the event of a dispute under clause 9.4, if it is determined that the Registry Agent has remitted funds in excess of the GOA Funds properly payable, the GOA will reimburse the Registry Agent, within a reasonable time, the overpaid amount plus interest at the rate of interest set by Treasury Board.

Suspension of GOA Records, Registry, Controlled Inventory and Non-controlled Inventory

9.7 The GOA may, on reasonable grounds, limit or suspend the Registry Agent's access to the GOA Records and Registry or may prohibit the Registry Agent from ordering Controlled Inventory and Non-controlled Inventory if any GOA Funds are not paid in full on the applicable Due Date.

Registry Agent Service Charges

9.8 The Registry Agent may retain the Service Charges.

Lost or Stolen GOA Funds

10.1 The Registry Agent shall be fully responsible, and shall fully reimburse the GOA, for any lost, stolen or missing GOA Funds, unless the loss or theft is due to an act or omission of the GOA.

10.2 The Registry Agent shall not withhold payment of any amounts due under this Agreement, including without limitation the remittance of any GOA Funds regardless of any alleged non-performance of the GOA's obligations under this Agreement.

Business Risk

11.1 The Registry Agent acknowledges and agrees as follows:

- (a) the business contemplated in this Agreement involves business risks. By entering into this Agreement, the Registry Agent voluntarily accepts all risks associated with the commitments made, and costs incurred, by the Registry Agent in connection with this Agreement, including the possibility that, in accordance with the termination provisions of this Agreement, the GOA may terminate this Agreement before the Registry Agent has had an opportunity to recover all of the Registry Agent's investment and costs;
- (b) the Registry Agent has not received from the GOA, directly or indirectly, any inducements, representations, warranties, promises, assurances, undertakings, agreements or commitments, whether direct, indirect or collateral, express or implied, oral or otherwise, except as expressly set out in this Agreement. The Registry Agent specifically acknowledges that no representation, promise, guarantee or warranty concerning the result or profits to be derived from the performance of the Services has been made to induce the Registry Agent to execute this Agreement; and
- (c) the Registry Agent has conducted an independent review of, or has been advised by advisors of the Registry Agent's own choosing with respect to, all pertinent aspects of the business venture and relationship with the GOA contemplated in this Agreement.

Conflicting Business or Activities

- 12.1 The Registry Agent shall, and shall ensure that its employees, Controlling Shareholders, directors, officers shall not engage in, nor shall the Registry Agent, nor its Controlling Shareholders, directors, officers or employees, be a shareholder, officer, director or partner in any privately held corporations, partnerships, or joint ventures engaged in any business or activities related to:
- (a) civil enforcement;
 - (b) any business engaged in the buying or selling of Motor Vehicles;
 - (c) information brokerage/re-sellers of information;
 - (d) debt collection;
 - (e) private investigation;
 - (f) direct marketing or market research;
 - (g) licensed driver trainer or licensed driver examiner;
 - (h) marriage commissioners;

- (i) process servers; or
- (j) any other business activity or undertaking which, in the GOA's opinion, acting reasonably, is detrimental to, or incompatible with:
 - i. the proper and impartial performance of the Services in accordance with the provisions of this Agreement, the Policies and any applicable legislation;
 - ii. public safety;
 - iii. public confidence in the GOA or the GOA's registry agents, notwithstanding, however, that this factor is not to be applied to Registry Agent employees;
 - iv. the security of GOA Funds, GOA Equipment, Controlled Inventory or Non-controlled Inventory or any other property of the GOA; or
 - v. the confidentiality, security or integrity of GOA Records or Personal Information.

Exemption Process

- 12.2 Notwithstanding clause 12.1, the Registry Agent may request, in writing, prior approval to engage in or to permit any of its Controlling Shareholders, directors, officers or employees to engage in any of the businesses or activities listed in clause 12.1, which approval will not be unreasonably withheld.
- 12.3 The GOA may attach reasonable conditions to any approval granted pursuant to clause 12.2.

Application to Spouses

- 12.4 The Registry Agent hereby accepts and acknowledges that clauses 12.1, 12.2 and 12.3 apply equally to the Spouses of all Controlling Shareholders of the Registry Agent.

Designation of Premises

- 13.1 The Registry Agent and its employees shall be physically present at the Premises listed in Schedule "B" for the provision of the Services. The Registry Agent must receive prior written approval from the GOA to change the location of the Premises or to provide any Services from any other location, which approval will not be unreasonably withheld and provided in a timely manner.
- 13.2 The Premises must meet, and continue to meet at all times, the standards as set out in Policies and applicable legislation.

Co-location of Registry Agent Office

- 14.1 The Registry Agent's Premises shall be deemed to be co-located with another business or undertaking where:

- (a) the Premises and the premises of such other business or undertaking share any common area, such as, but not limited to, an entrance, exit, reception area, stairs, lunchroom, office space or washroom, unless that area is also entirely accessible to the public;
 - (b) the Premises and the other business or undertaking share exterior or interior signage; or
 - (c) the Registry Agent employees are also employees for the other business, or conduct any type of function or duty for the other business, or if employees of the other business conduct any type of function or duty for the Registry Agent.
- 14.2 The Registry Agent shall not co-locate with any other business or undertaking.
- 14.3 Notwithstanding clause 14.2, the Registry Agent may request, in writing, prior approval to co-locate with another business or undertaking, which approval shall not be unreasonably withheld.
- 14.4 The GOA may attach reasonable conditions to any approval granted pursuant to clause 14.3.

Obligations Regarding Corporate Status of the Registry Agent

- 15.1 The Registry Agent shall ensure that:
- (a) copies of any amendments of the articles of incorporation, bylaws and other governing documents, which may affect the Registry Agent's obligations under clauses 12, 14, 16 or 17, or which modify the types of activities that the corporation is authorized to conduct, shall be promptly submitted to the GOA;
 - (b) immediately upon request by the GOA, in a form acceptable to the GOA, the Registry Agent shall deliver to the GOA a certificate certifying as to then current shareholders, directors, officers or members, as the case may be, of the Registry Agent; and
 - (c) the Registry Agent shall ensure that its articles of incorporation include a statement that the shares in the corporation are subject to this Agreement and that there are restrictions on the transfer, sale, assignment, pledge, mortgage, hypothecation, other encumbrance or other dealings with the shares.

Change in Share Ownership of Registry Agent

Change of Share Ownership Not Resulting from Death of Shareholder

- 16.1 If the legal or beneficial ownership of the Registry Agent, at any time during the life of this Agreement changes or is expected to change,
- (a) by the issuance, sale or disposition of any Registry Agent shares (of whatever class) or securities of whatever nature;
 - (b) by an amalgamation or other form of corporate reorganization; or
 - (c) by any other direct or indirect means,
- but not by the death of a shareholder, the Registry Agent must, in writing, provide at least 90 days written notice to the GOA and provide a description of the proposed change. Any change in the legal or beneficial ownership of the Registry Agent requires the GOA's prior written consent.
- 16.2 The GOA must provide the Registry Agent with its decision within 90 days of receipt of the written notice in clause 16.1.
- 16.3 The GOA may enter into a new agreement with the Registry Agent upon the GOA's approval of the new share ownership structure, which approval is in the GOA's unfettered discretion.
- 16.4 The legal owners of all of the shares of the Registry Agent must, at all times, also be the beneficial owners of those shares. Any trust or other form of agreement or arrangement that results in another party obtaining any form of legal or beneficial ownership in the Registry Agent is prohibited without the GOA's prior written consent.
- 16.5 If any shareholder of the Registry Agent is a corporation, then the Registry Agent shall ensure that the corporate shareholder complies with the requirements in clauses 15 and 16.1.

Death of Shareholder

- 16.6 The GOA deems the death of a shareholder, or dissolution of a corporate shareholder, to be a change of ownership of a Registry Agent for the purposes of this Agreement.
- 16.7 The Registry Agent must immediately, upon the death of a shareholder or dissolution of a corporate shareholder, provide notice of the death or dissolution.
- 16.8 The Registry Agent must, in writing, provide the GOA with a description of the proposed distribution of the deceased shareholder's or dissolved corporate shareholder's shares as

soon as reasonably possible after the death of the shareholder or the dissolution of the corporate shareholder.

- 16.9 The GOA must provide the Registry Agent with its decision within 90 days of receipt of the written notice in clause 16.7.
- 16.10 The GOA retains the right, in its unfettered discretion, to terminate the Agreement as a result of the change of ownership due to the death of the shareholder, dissolution of a corporate shareholder or if there is any dispute as to the final ownership of the shares in the Registry Agent as a result of the death of the shareholder or the dissolution of the corporate shareholder.
- 16.11 The GOA may enter into a new agreement with the Registry Agent upon the GOA's approval of the new shareholder, which approval is in the GOA's unfettered discretion.

Disposition of Registry Agent Assets

- 17.1 The Registry Agent shall give the GOA 90 days written notice if the Registry Agent decides to dispose of sufficient assets to impact the provision of the Services by the Registry Agent. The GOA, acting reasonably, may determine, whether the provision of the Services will be impacted in the circumstances.
- 17.2 The GOA retains the right, in its unfettered discretion, to terminate the Agreement as a result of the Registry Agent disposing of sufficient assets to impact the provision of Services by the Registry Agent.
- 17.3 The GOA may enter into a new agreement with the purchaser of the assets upon the GOA's approval of the purchaser, which approval is in the GOA's unfettered discretion.

Designated Representative

- 18.1 The Registry Agent shall designate in writing a designated representative for the purposes of the administration of this Agreement and to act as a liaison with the GOA.
- 18.2 The Registry Agent acknowledges that its designated representative is authorized to act on the Registry Agent's behalf on all matters in relation to the administration of this Agreement.
- 18.3 The Registry Agent must ensure that the designated representative is kept aware of the operations of the Registry Agent, the provisions of Services of the Registry Agent and the activities at the Premises.
- 18.4 The GOA shall name its designated representative(s) in Policies for the purposes of the administration of this Agreement and to act as a liaison with the Registry Agent.

Supervisory Personnel

- 19.1 The Registry Agent shall:
- (a) designate Registry Agent Personnel who shall conduct supervisory functions;
 - (b) ensure that all Supervisory Personnel have any training, designations and credentials required by the Policies and applicable legislation;
 - (c) cause the Supervisory Personnel to devote all time, efforts and attention necessary for the operation of the Premises and provision of the Services; and
 - (d) provide the GOA with a list identifying all Supervisory Personnel by name and providing business contact information for those Supervisory Personnel. The Registry Agent shall promptly provide the GOA with an updated list reflecting any changes made to the Supervisory Personnel or their business contact information.
- 19.2 The Registry Agent may designate the same individual as the Designated Representative and as a Supervisory Personnel.

Registry Agent Personnel

- 20.1 The Registry Agent shall hire, at its own expense, all Registry Agent Personnel required to provide the Services. The Registry Agent shall ensure that all Registry Agent Personnel have any training and accreditation required by the Policies and any applicable legislation.
- 20.2 The Registry Agent shall ensure that all Registry Agent Personnel:
- (a) consent to and undergo police information checks throughout the term of the Registry Agent Personnel's employment with the Registry Agent;
 - (b) read and sign a Code of Conduct and Ethics as required by the GOA; and
 - (c) meet any and all requirements set out in regulation or Policies.

Operating Assistance by GOA

- 21.1 The GOA shall give the Registry Agent such continuing advice and guidance as the GOA considers reasonably necessary for the satisfactory performance of the Services.
- 21.2 If the Parties determine the Registry Agent requires the GOA's assistance in performing the Services, either the GOA or a third party mutually acceptable to the Parties may provide such assistance.
- 21.3 If, pursuant to clauses 21.1 or 21.2, the GOA provides the assistance or if the GOA contracts with a mutually acceptable third party to provide the assistance, the GOA may

charge the Registry Agent a reasonable charge, determined by the GOA, to cover the cost of providing such assistance. The Registry Agent shall pay such charge to the GOA, immediately upon receipt of the applicable invoice.

Registry Agent Equipment

- 22.1 The Registry Agent shall provide, at its own expense, all Registry Agent Equipment necessary to perform the Services, as listed in the Policies, including but not limited to, office space, office supplies, hardware and software.
- 22.2 The Registry Agent shall ensure that all Registry Agent Equipment meets, and continues to meet, the minimum standards set out in the Policies.
- 22.3 The Registry Agent shall ensure that any IT Service Provider has the prior approval of the GOA, which approval will not be unreasonably withheld, and meets all the requirements of the IT Service Provider as set out in the Policies.
- 22.4 The Registry Agent shall not permit any unauthorized devices to be attached or connected in any manner to the GOA Equipment or have access to GOA Equipment, Registries or GOA Records other than as expressly permitted in the Policies.

Provision of GOA Equipment and GOA Equipment Supplier

- 23.1 The GOA shall provide the Registry Agent with GOA Equipment as listed in the Policies at the Premises.
- 23.2 The GOA is, and shall remain throughout the life of this Agreement, the owner of all GOA Equipment.
- 23.3 The Registry Agent shall not acquire any proprietary rights, including copyright or any other intellectual property rights, to any GOA Equipment.
- 23.4 The Registry Agent shall only use GOA Equipment for the purpose of providing the Services in accordance with this Agreement and the Policies, unless expressly authorized by the GOA.
- 23.5 The GOA shall reasonably maintain and repair the GOA Equipment in a timely manner and to enable the continued provision of the Services.
- 23.6 The Registry Agent shall be responsible for any loss of or damage to GOA Equipment in its care and custody or the care and custody of Registry Agent Personnel. The Registry Agent must immediately report any loss of or damage to the GOA Equipment to the GOA.
- 23.7 The Registry Agent is responsible for, and shall reimburse the GOA for, any and all loss or damage to GOA Equipment including, but not limited to, loss or damage caused by

negligence or willful conduct, unless such loss or damage is caused by the act or omission of the GOA or a GOA Equipment Supplier.

GOA Equipment Supplier for GOA Equipment

23.8 The GOA shall hire GOA Equipment Suppliers to deliver and install the GOA Equipment at the Premises and to provide ongoing maintenance, support and repair of the GOA Equipment during the life of this Agreement. The GOA may substitute GOA Equipment Suppliers whenever the GOA determines that is appropriate.

GOA Equipment Supplier Access to Premises

23.9 The Registry Agent also grants the GOA Equipment Supplier reasonable access to and from the Premises as the GOA Equipment Supplier requires to perform its obligations with the GOA. The Registry Agent permits the GOA Equipment Supplier to install any GOA Equipment required for the provision of the Services on the Premises.

Controlled Inventory

24.1 The GOA shall provide the Registry Agent with the Controlled Inventory listed in the Policies at the request of the Registry Agent in accordance with Policies.

24.2 The Registry Agent shall be responsible for any missing Controlled Inventory or missing voided Controlled Inventory in the care and custody of the Registry Agent or Registry Agent Personnel. The Registry Agent must immediately report any missing Controlled Inventory or missing voided Controlled Inventory to the GOA.

24.3 Subject to clause 24.4, the Registry Agent shall be responsible, and shall reimburse the GOA for any missing Controlled Inventory or missing voided Controlled Inventory regardless of the manner in which the Controlled Inventory or the voided Controlled Inventory went missing, including but not limited to, negligence and willful conduct of the Registry Agent or Registry Agent Personnel.

24.4 The Registry Agent shall be responsible, and shall reimburse the GOA for any missing Controlled Inventory or missing voided Controlled Inventory through any alleged intentional wrongful act of a third party unless all of the following conditions have been met:

- (a) the Registry Agent has complied with this Agreement and the Policies concerning the acceptance, handling and remittance of Controlled Inventory or voided Controlled Inventory;
- (b) a report of the occurrence of the alleged intentional wrongdoing has been made to the local law enforcement agency and a resulting police occurrence report is provided to the GOA by the Registry Agent; and

- (c) the missing Controlled Inventory or missing voided Controlled Inventory is not in any way attributable to any intentional wrongdoing or negligent act or omission by the Registry Agent, Registry Agent Personnel or other employees.
- 24.5 The Registry Agent is responsible for reimbursing the GOA for any missing Controlled Inventory or missing voided Controlled Inventory at the government fee established in the Policies.

Non-controlled Inventory

- 25.1 The GOA shall provide the Registry Agent with a reasonable amount of Non-controlled Inventory at the request of the Registry Agent in accordance with Policies.

Access to Registry

- 26.1 The GOA may provide eligible Registry Agent Personnel with a User ID to allow such Registry Agent Personnel access to GOA Equipment, Registry and GOA Records necessary for the performance of the Services.
- 26.2 The Registry Agent shall, and shall ensure that Registry Agent Personnel, comply with all Policies in relation to User ID's.
- 26.3 The Registry Agent shall not and shall ensure that Registry Agent Personnel shall not:
- (a) permit or direct any other person to use or have knowledge of their User ID;
 - (b) use the User ID of any other Registry Agent Personnel;
 - (c) permit access to GOA Equipment, Registry or GOA Records by any person in respect to whom the GOA has advised the Registry Agent that access is not permitted;
 - (d) permit or direct any person to use an User ID that was assigned to some other person;
 - (e) attempt to access for the purpose of modifying, reverse engineering or making unauthorized copies of the Registry or computer programs made available to the Registry Agent by the GOA;
 - (f) test, examine or challenge the security arrangements or reveal details of any security mechanism included in the hardware, Registry or computer programs made available to the Registry Agent by the GOA;
 - (g) take any action which is, in the opinion of the GOA, acting reasonably, detrimental to GOA Equipment;

- (h) attempt to copy or replicate any Registry or GOA Record except as required for the provision of the Services or other authorized or approved use; and
 - (i) alter the format or content of a print or display of GOA Equipment.
- 26.4 Subject to clauses 22 and 23.9, the Registry Agent shall take all reasonable precautions and follow all directions in the Policies to prevent access by any third party to GOA Equipment.

Security

- 27.1 The Registry Agent shall take all reasonable precautions, and shall follow all Policies, including the installation and maintenance, at the Registry Agent's own cost, of security devices, to ensure the security of the Premises including, without limitation, the protection of GOA Funds, GOA Equipment, Controlled Inventory and Non-controlled Inventory, GOA Records and Personal Information.
- 27.2 Should any breach of security occur with respect to the Premises or the Services, the Registry Agent shall immediately notify the local law enforcement agencies and the GOA.

Police Information Checks

- 28.1 The Registry Agent shall require, in accordance with the Policies, police information checks of all Registry Agent Personnel and IT Service Providers.
- 28.2 In no event shall the GOA pay or be responsible for any costs associated with obtaining a police information check.

Inspection and Audit

- 29.1 Clause 29 does not apply to criminal investigations and does not in any way derogate from an individual's rights with respect to a criminal investigation, including those in the Charter of Rights of Freedoms.
- 29.2 When conducting an audit or inspection relating to any Policy, contractual or regulatory matter, the GOA auditor or inspector shall comply with all Policies and applicable legislation and shall advise the Registry Agent or the Registry Agent's shareholders, officers, directors or employees, as the case may be, of their rights and obligations with respect to the audit or inspection.
- 29.3 The GOA shall have the right at any reasonable time, without notice, to inspect and audit the Registry Agent, its shareholders, officers, directors or employees in regards to:
- (a) performance of the Services;

- (b) administration of and compliance with this Agreement and the Policies;
 - (c) compliance with any applicable legislation;
 - (d) conduct that may, in the GOA's reasonable discretion, affect the security of the Registry, GOA Records, or GOA Equipment or
 - (e) any allegation of misconduct which is detrimental to:
 - i. the proper and impartial performance of the Services;
 - ii. public safety;
 - iii. public confidence in the GOA or the GOA's registry agents;
 - iv. the security of GOA Funds, GOA Equipment, Controlled Inventory or Non-controlled Inventory or any other property of the GOA; or
 - v. the confidentiality, security or integrity of GOA Records or Personal Information.
- 29.4 The GOA shall have the right, without notice, warrant or court order, at any reasonable time, to
- (a) enter, inspect and audit the Premises of the Registry Agent and any other premises, other than a private dwelling, used by the Registry Agent to store Records that relate to or are required to be kept for the provision of the Services or the administration of this Agreement;
 - (b) require the production of any Records referred to in clause (a),
 - (c) make copies of or take extracts from any Records referred to in clause (a),
 - (d) use any GOA Equipment, Registry Agent Equipment, the Registry or other computer system at the Premises to examine any data contained in or available on the GOA Equipment, the Registry Agent Equipment, the Registry or any other computer system;
 - (e) interview the Registry Agent, its shareholders, officers, directors, Registry Agent Personnel, Designated Representative or employees, or
 - (f) remove any Records referred to in clause (a) for the purpose of examining them and making copies.
- 29.5 On entering Premises, the GOA shall, on request, produce identification.
- 29.6 When the GOA removes any Records pursuant to clause 29.3, the GOA must
- (a) give to the Registry Agent a receipt for those Records within a reasonable period after removing them,

- (b) return those Records to the Registry Agent after they have served the purpose for which they were taken; and
 - (c) keep confidential and not disclose those Records to any person, unless it is in accordance with FOIP.
- 29.7 The Registry Agent shall, and shall cause all Registry Agent shareholders, officers, directors, Registry Agent Personnel, Designated Representatives and employees to provide any reasonable assistance requested by the GOA, to permit the GOA to inspect or audit and take copies and extracts of any Records from any location including, without limitation, the Premises and locations remote from the Premises.
- 29.8 Subject to the requirements of confidentiality under the *Bank Act* (Canada) and the *Insurance Act* (Alberta), the Registry Agent shall, if the GOA, on reasonable grounds, determines there is a need in order to adequately inspect and audit the Registry Agent's performance of the Services and this Agreement, make available to the GOA the GOA Records, financial books, bookkeeping and accounting documents of any corporation which is an Affiliate of the Registry Agent.

Registry Agent Obligations Resulting from an Inspection or Audit

- 29.9 In the event that:
- (a) any inspection or audit is made necessary by the failure of the Registry Agent to submit reports, financial statements or any other documentation as reasonably required by the GOA; or
 - (b) it is determined by any inspection or audit that:
 - i. the Registry Agent has failed in the performance of the Services in accordance with this Agreement;
 - ii. the Registry Agent's records and procedures were insufficient to permit a proper determination of GOA Funds or other payments to be remitted by the Registry Agent under this Agreement;
 - iii. GOA Funds for the period in question were understated by the Registry Agent or the Registry Agent failed to remit any GOA Funds or other payments as required by this Agreement;
 - iv. the Registry Agent charged the public or retained Service Charges in excess of the Service Charges permitted under clause 9 and the Policies;
 - v. any GOA Equipment or Controlled Inventory was damaged, lost or stolen while in the custody or care of the Registry Agent, where the Registry Agent failed to comply with any security obligations and procedures contained in the Policies or this Agreement or where the damage, loss or theft was attributable to any intentional wrongdoing

- or negligent act or omission of the Registry Agent or any person that the Registry Agent is legally responsible for; or
- vi. the Registry Agent failed to comply with any of the provisions of this Agreement, the Policies or any applicable legislation;

the Registry Agent shall comply with the provisions of clause 29.10.

- 29.10 The Registry Agent shall, in accordance with the timelines in the inspection or audit report:
- (a) take such steps as may be necessary to remedy any default in accordance with the directions of the GOA;
 - (b) reimburse the GOA for any outstanding GOA Funds or other payments as required by this Agreement, as well as any amounts charged or retained as Service Charges in excess of the Service Charges permitted under clause 9 herein and the Policies; or
 - (c) reimburse the GOA for the repair or replacement cost of GOA Equipment or the government fee for any missing Controlled Inventory.
- 29.11 The GOA may charge the Registry Agent interest on any amount owing beyond the date specified on the invoice at the rate of interest set by Treasury Board.
- 29.12 The GOA may limit or suspend the Registry Agent's access to the GOA Records or the Registry or from ordering Controlled Inventory or Non-controlled Inventory if any amount owing pursuant to an inspection or audit is not paid in full in accordance with the timelines in the inspection or audit report.
- 29.13 Nothing in clauses 29.9, 29.10, 29.11 and 29.12 limits or restricts any rights or remedies the Parties may have under this Agreement, at law or in equity.

Protection of Personal Information

- 30.1 The Registry Agent acknowledges and agrees that nothing in this Agreement derogates from its obligation to comply with any and all privacy legislation that may apply to it and to any Personal Information it collects, uses, releases or discloses in the performance of the Services and the administration of this Agreement.
- 30.2 All GOA Records remain under the control of the GOA and may be subject to privacy legislation, including but not limited to the *Freedom of Information and Protection of Privacy Act* ("FOIP"), the *Health Information Act* ("HIA") and the Access to Motor Vehicle Information Regulation, A.R. 140/2003 ("AMVIR").

Restriction of access to Personal Information

- 30.3 The Registry Agent shall restrict access to GOA Records and the Registry to only those Registry Agent Personnel who need such access for the performance of this Agreement,

and the Services herein. Access by those Registry Agent Personnel shall be limited to the types of Personal Information necessary for the performance of the Services.

Registry Agent Responsible for Registry Agent Personnel and Employees

- 30.4 The Registry Agent is responsible for the actions of the Registry Agent Personnel, employees, or approved subcontractors in performance of the Services under this Agreement. The GOA's acceptance of a subcontractor does not relieve the Registry Agent of the Registry Agent's responsibilities under this clause.
- 30.5 The Registry Agent agrees to notify any Registry Agent Personnel, employee or approved subcontractor who may see or obtain access to the Personal Information of their duties and responsibilities to act in a manner consistent with the provisions of all applicable privacy legislation and of any specific processes or duties specified in this Agreement.

Code of Conduct and Ethics

- 30.6 The Registry Agent must ensure that, before allowing any Registry Agent Personnel to have access to Personal Information, each such Registry Agent Personnel electronically accepts, or signs, a Code of Conduct and Ethics. The Code of Conduct and Ethics applies to all Personal Information that Registry Agent Personnel may become aware of in carrying out their functions under this Agreement. The Registry Agent must maintain any signed copies of the Code of Conduct and Ethics on file for the duration of this Agreement and for 3 years after the Registry Agent Personnel has left the employ of the Registry Agent unless otherwise specified in writing by the GOA.

Use or Disclosure of Personal Information Solely for Services

- 30.7 The Registry Agent shall not, and shall ensure that its Registry Agent Personnel shall not, use or disclose Personal Information received from or collected, created, maintained or stored for the GOA except as necessary for the purpose of performing the Services. Any use or disclosure for any purpose other than the provision of the Services must have prior express written authorization from the GOA. This prohibition survives this Agreement.

Notification of Breach of Privacy of Personal Information

- 30.8 In the event that the Registry Agent suspects a breach or becomes aware of a breach of privacy, including improper collection, release, disclosure or use relating to Personal Information under this Agreement, or receives a complaint thereof, however and by whomever the breach is caused or the complaint is received, the Registry Agent must immediately notify the GOA of the following as known by the Registry Agent:
- (a) the nature of the information that was breached [type and date of the information, name(s) of the person(s) whose information is affected];
 - (b) when the breach occurred;

- (c) how the breach occurred;
- (d) who was responsible for the breach;
- (e) what steps the Registry Agent has taken to mitigate the matter; and
- (f) what measures the Registry Agent has taken to prevent reoccurrence.

Collection and Use of Personal Information only for Services

- 30.9 Unless otherwise authorized by privacy legislation, the Registry Agent may only collect and use Personal Information for the sole purpose of performing the Services authorized under this Agreement.
- 30.10 Each Party agrees that it will keep secret and confidential and not disclose any business information received from the other Party relating to each Party's business methods, plans, designs, costs, prices and names, finances, marketing plans, business opportunities, technologies, research and development.
- 30.11 The obligations imposed on a Party (the "Recipient") by clause 30.10 shall not apply to business information which:
- (a) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement;
 - (b) was not acquired under the obligation of confidence;
 - (c) was known to the Recipient on a non-confidential basis prior to its disclosure; or
 - (d) is required by law to disclose.

Records Retention and Disposition

Creation and Management of Records

- 31.1 The Registry Agent shall keep complete and accurate Records, relating to the provision of the Services and the administration of this Agreement. Records must be managed in accordance with policies and procedures established by Service Alberta under the provision of the Records Management Regulation (AR 224/2001) or otherwise established through the Policies.

Retention of Records

- 31.2 The Registry Agent shall comply with record retention practices outlined in the Policies.

Destruction of GOA Records

31.3 The Registry Agent shall not destroy any GOA Records relating to the Services and the administration of this Agreement, except in accordance with Policies or with the prior consent of the GOA.

Return of GOA Records

31.4 Upon the termination of this Agreement, or at any time as the GOA may direct, the Registry Agent must do any or all of the following with respect to the GOA Records, as specified by the GOA:

- (a) return to the GOA all original GOA Records;
- (b) destroy all copies, including electronic copies, of the GOA Records in a manner specified by the GOA, in a manner consistent with GOA's own practices with respect to such matters, and provide confirmation of the destruction to the GOA in a manner specified by the GOA;
- (c) wipe the hard drive used for the storage of information in electronic format in a manner specified by the GOA, and provide confirmation of the destruction to the GOA in a manner specified by the GOA and to the GOA's satisfaction; or
- (d) allow in-person or remote network access to GOA Equipment and Registry Agent Equipment for the removal of GOA data, records and programs.

31.5 In the event that any GOA Record or part of a GOA Record is located at a future date, the Registry Agent must immediately notify the GOA that a GOA Record or part thereof has been found and return, destroy or dispose of the GOA Record or part thereof in a manner specified by the GOA.

Financial Documents

32.1 The Registry Agent shall keep accurate financial books and documents in accordance with generally accepted accounting principles. In addition, the Registry Agent is obligated to maintain such books and records sufficient to enable the GOA to determine:

- (a) the exact amount of GOA Funds held by the Registry Agent as a trustee for the GOA; and
- (b) the exact amount of those GOA Funds which are included in amounts owing to the Registry Agent by the Registry Agent's clients which represent the amount of GOA Funds that the Registry Agent will hold as a trustee for the GOA on receipt of the GOA Funds from the Registry Agent's client.

Hold Harmless

- 33.1 The Registry Agent shall indemnify and hold harmless the GOA, the GOA's employees and agents from any and all third-party claims, demands, actions and costs that may arise directly or indirectly, out of any error, omission, negligent or unlawful act of the Registry Agent or persons for whom the Registry Agent is legally responsible.
- 33.2 The Registry Agent shall not, in respect of any third-party claims, actions or demands, in respect to the provision of the Services by the Registry Agent, admit liability to a third party or assume any obligation or incur any expenses without the prior notification and approval of the GOA. The Registry Agent has no authority to bind the GOA in any way in respect to the settlement of third-party claims, actions or demands respecting the provision of the Services.
- 33.3 The GOA shall indemnify and hold harmless the Registry Agent, the Registry Agent's employees and agents, from any and all third-party claims, demands, actions and costs to the extent that a court of competent jurisdiction, an adjudicator or Commissioner under FOIPP, or a director, commissioner, or panel under the *Alberta Human Rights Act*, R.S.A. 2000, c. A-25.5, determines that the claims, demands, actions or costs directly result from an error, omission, negligence, willful act or a material breach of this Agreement by the GOA. Notwithstanding the foregoing, if the third-party claim, demand, action or costs relate solely to incorrect information in a printed search result which the Registry Agent provided to its customer(s) in the normal course of carrying out the Services, the GOA's obligation shall only apply if the information, provided to the Registry Agent's customer(s), is in exactly the same format as was provided to the Registry Agent by the GOA through computer access to the Registry and the Registry Agent is not in breach of clause 33.2 above.

Limitation of Liability

- 34.1 Unless the GOA is negligent, the GOA shall not be liable to the Registry Agent, and the Registry Agent shall not make any claim against the GOA, in respect of any advice, documents, or GOA Equipment given or disclosed by the GOA to the Registry Agent regarding any matter relating, directly or indirectly, to the Services or this Agreement, or any errors, omissions, incompleteness or inaccuracy of such advice, documents, or GOA Equipment.

Insurance

- 35.1 The Registry Agent shall, at its own expense and without limiting its liabilities herein, provide and maintain throughout the term of this Agreement (or for a longer term where expressly indicated below) the following insurance, in accordance with the *Alberta Insurance Act*, R.S.A. 2000, c. I-3:
- (a) commercial general liability insurance, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and

- property damage including loss of use thereof. Such insurance shall include blanket contractual liability;
- (b) property insurance on an “all risks” basis, covering the GOA Equipment while such property is in the Registry Agent’s care, custody or control. Such insurance shall be written on a replacement cost basis, and shall note the interest of the GOA as loss payee, as its interest may appear;
 - (c) comprehensive crime insurance or fidelity bond in an amount not less than \$10,000 for any one loss, covering the dishonest acts of employees, officers, and directors who perform the duties of employees. Such coverage shall extend to provide coverage for damage and destruction of all monies and property entrusted to the Registry Agent and any monies or property for which the Registry Agent may be legally liable; and
 - (d) errors and omissions liability insurance in an amount not less than \$1,000,000 insuring the Registry Agent’s liability resulting from errors and omissions in the performance of the Services under this Agreement. Such insurance shall be maintained throughout the term of this Agreement and for a period of 12 months following the termination of this Agreement. In the event that the Registry Agent’s policy provides coverage on a claims made basis and subsequently switches to a coverage provided on an occurrence basis, the claims made policy must be endorsed to provide a 12-month extended discovery period.
- 35.2 All insurance called for under this Agreement shall be endorsed to provide the GOA with 30 days advance written notice of cancellation or material change that reduces or eliminates any of the coverages stipulated in clause 35.1.
- 35.3 The Registry Agent shall provide the GOA with evidence of all required insurance in the form of a detailed certificate of insurance:
- (a) no later than 30 days prior to the expiry date of any of the insurance policies obtained in compliance with clause 35.1; or
 - (b) at any time requested by the GOA.
- 35.4 The Registry Agent shall provide certified copies of all required insurance policies at any time requested by the GOA.
- 35.5 Should the Registry Agent fail to take out or keep in force any insurance as required under this clause, and should the Registry Agent not rectify such failure within 7 Business Days after notice is given to the Registry Agent by the GOA, the GOA shall have the right, but not the obligation, to affect such insurance at the sole cost of the Registry Agent and without prejudice to any other rights and remedies of the GOA under this Agreement.

35.6 The Registry Agent shall promptly report all claims against the Registry Agent or the GOA to the Registry Agent's insurers and the GOA.

Default and Remedies

36.1 The Registry Agent shall be in default under this Agreement if any of the following shall occur:

- (a) any representation(s) by the Registry Agent, shareholders, directors or officers in the Application are later shown to be false;
- (b) at any time, the legal or beneficial ownership of the Registry Agent, or, if any shareholder is a corporation, the legal or beneficial ownership of that corporation, changes without the prior written approval of the GOA;
- (c) a shareholder dies or, if the shareholder is a corporate entity, is dissolved, and the Registry Agent fails to provide notice or obtain the approval of the GOA as required under clause 16;
- (d) the Registry Agent fails to secure title to, or a leasehold interest in, the Premises or, defaults under any lease agreement pertaining to the Premises and fails to cure such default within the curative period specified in the lease agreement, or otherwise loses the right to occupy the Premises for any reason whatsoever;
- (e) the Registry Agent:
 - i. fails to remit any GOA Funds or any other payment that is due and owing to the GOA in such amount, and at such times, as required under this Agreement;
 - ii. fails to maintain its Records in a manner which permits a determination of GOA Funds, understates GOA Funds on such report, or distorts any other material information pertaining to the GOA Funds, unless the Registry Agent establishes to the satisfaction of the GOA that it had no knowledge of such understatement or distortion; or
 - iii. collects Service Charges in excess of the permitted amount;
- (f) the Registry Agent fails to maintain its Records in a manner as required under this Agreement or distorts any other material information required to be reported to the GOA under this Agreement, unless the Registry Agent establishes to the satisfaction of the GOA that it had no knowledge of such misstatement or distortion;
- (g) the Registry Agent or any of its shareholders, officers, directors, or Registry Agent Personnel has been convicted of a criminal offence for which a pardon has not been granted under the *Criminal Records Act* (Canada) and commences or continues performing the Services, without the consent of the GOA to perform or continue to perform the Services;

- (h) the Registry Agent knowingly fails to disclose a charge of a criminal offence against the Registry Agent or any of its shareholders, officers, directors or Registry Agent Personnel;
- (i) the Registry Agent fails to maintain in full force and effect any insurance policy in accordance with the requirements of clause 35;
- (j) the Registry Agent subcontracts any of the Services contrary to clause 42;
- (k) the Registry Agent fails to provide the Services at the Premises contrary to clause 7 on 2 occasions during any consecutive 24-month period;
- (l) the Registry Agent, for 4 consecutive quarters, fails to achieve a satisfactory evaluation in performance monitoring, or fails to achieve a satisfactory evaluation in performance monitoring for 5 quarters out of any 8 consecutive reported quarters;
- (l.1) the Registry Agent fails to meet any required Service Levels 4 times in any given 12 month period.
- (m) the Registry Agent takes any of the following steps which may materially impact the Registry Agent's financial or corporate status:
 - i. ceasing or taking steps to cease to carry on business, or taking any action to liquidate its assets, or not making payments in the usual course of business;
 - ii. defaulting on a general assignment for the benefit of creditors;
 - iii. selling sufficient assets to preclude or materially impede provision of the Services;
 - iv. initiating any corporate proceedings to allow the Registry Agent to dissolve, wind-up, or liquidate; or
 - v. being dissolved or losing its entitlement to carry on business as a corporation under any legislation, by expiration, forfeiture or otherwise;
- (n) the Registry Agent is subject to any of the following proceedings:
 - i. any proceeding under any statute relating to insolvency or bankruptcy;
 - ii. a receiver, manager or any other person with like powers is appointed to take charge of all or any part of the Registry Agent's undertaking, business, property or assets;
 - iii. any lessor or encumbrancer or any other person, corporation or entity lawfully entitled taking possession of any of the undertaking, business, property or assets of the Registry Agent;
 - iv. an order being made or a resolution passed for the dissolution, winding up, liquidation or suspension of operations of the Registry Agent;
 - v. being dissolved or losing its entitlement to carry on business as a corporation under any legislation, by expiration, forfeiture or otherwise;

- vi. commencement of any proceedings under the *Companies' Creditors Arrangement Act* (Canada);
 - vii. a distress, execution or analogous process being issued or filed against any of the undertaking, business, property or assets of the Registry Agent and not discharged, varied or stayed;
- (o) the Registry Agent fails to disclose the occurrence of any of the events stated in subclauses 36(m) and (n);
- (p) there is, in the reasonable opinion of the GOA, a material breach of this Agreement by the Registry Agent including, but not limited to, a history of exhibiting poor stewardship by the Registry Agent, significant breaches of the Code of Conduct by Registry Agent Personnel or inspections revealing significant breaches of the Policies;
- (q) there is a breach or an alleged breach, by the Registry Agent, of any legislation which, in the reasonable opinion of the GOA makes it inappropriate or impractical for the Registry Agent to continue performing the Services; or
- 36.2 If the GOA, reasonably determines that an Event of Default has occurred, the GOA may, upon notice, declare the Registry Agent to be in default and do any or all of the following:
- (a) remedy, attempt to remedy or directs the Registry Agent to remedy the Registry Agent's default, or after having commenced to remedy or attempted to remedy such default, to continue to do so. All reasonable costs incurred by the GOA in remedying or attempting to remedy the default, shall be payable by the Registry Agent to the GOA immediately upon receipt of the relevant invoice. No such action by the GOA shall be deemed to be a termination of this Agreement, and the GOA shall not incur any liability to the Registry Agent for any act or omission of the GOA or any other party in the course of remedying or attempting to remedy any default by the Registry Agent;
 - (b) appoint a representative to the Premises, at the Registry Agent's sole cost, to monitor and advise the day-to-day operations of the Premises and the provision of the Services. Such appointment shall remain in effect until such time as the GOA is satisfied that, in its reasonable discretion, the Premises are operated and the Services are provided in compliance with this Agreement. Upon receipt by the Registry Agent of an invoice for the costs of such steps, the Registry Agent shall immediately reimburse the GOA for all reasonable costs incurred in connection with such appointment including, without limitation, travel expenses, room, board and compensation of employees and agents of the GOA;
 - (c) seek specific performance, injunction or other equitable remedies;
 - (d) withhold, or set off against, any payment to the Registry Agent;

- (e) seek to recover any amounts due and payable under this Agreement and, in connection with such recovery, exercise any recourse generally available for the recovery of damages or debt;
 - (f) exercise any of its other rights and remedies provided for in this Agreement or to which the GOA is otherwise entitled by law; or
 - (g) terminate this Agreement.
- 36.3 Failure of the GOA to exercise any rights or remedies to which it is entitled upon the happening of any Event of Default shall not be deemed to be a waiver of, or otherwise affect, impair or prevent the GOA from exercising, any rights or remedies to which it may be entitled, arising either from the happening of an Event of Default, or as a result of the subsequent happening of the same or any other Event of Default.
- 36.4 The acceptance by the GOA of any amount payable by the Registry Agent after the happening of any Event of Default shall not be deemed to be a waiver by the GOA of any rights and remedies to which it may be entitled, regardless of the GOA's knowledge of the happening of such preceding Event of Default at the time of acceptance of such payment.
- 36.5 No waiver by the GOA of an Event of Default shall be effective unless such waiver is in writing.
- 36.6 Any determination of whether an Event of Default has occurred under this section must be made by the Assistant Deputy Minister of Registries.

Not Liable for Loss in Enforcement of Rights

- 37.1 Neither Party shall be liable to the other, the other Party's agents or employees, or any third party for any loss, loss of profit or damages of any nature whatsoever, arising from the Party's enforcement of any of its rights under this Agreement.

Termination Without Cause

- 38.1 The GOA may terminate this Agreement without cause upon 365 days' written notice to the Registry Agent.
- 38.2 The Registry Agent may terminate this Agreement without cause upon 90 days' written notice to the GOA.

Amendment to Agreement

- 39.1 The Parties may amend this Agreement in writing by mutual consent.

39.2 Notwithstanding any other provision in this Agreement, the GOA may amend any Policies that apply to the provision of the Services and the administration of this Agreement by giving the Registry Agent reasonable written notice in accordance with clause 45 or by posting electronically as determined by Policies.

Registry Agent Obligations upon Termination of Agreement

40.1 Upon the termination of this Agreement, the Registry Agent shall, at the written direction of the GOA:

- (a) immediately, at the Registry Agent's expense, deliver to the GOA, the GOA Equipment, GOA Records, Controlled Inventory and Non-Controlled Inventory;
- (b) permit the GOA, without further notice, to enter the Premises and remove the GOA Equipment, GOA Records, Controlled Inventory and Non-Controlled Inventory, and retain same; or
- (c) dispose or handle GOA Records, GOA Equipment, Controlled Inventory or Non-Controlled Inventory.

40.2 Notwithstanding clause 40.1, if the GOA terminates this Agreement without cause pursuant to clause 38.1, the GOA shall bear the costs of the removal of any GOA Equipment, Controlled Inventory, Non-controlled Inventory, or GOA Records.

Decision Review Process

41.1 Any dispute arising from the evaluation of either Party's performance, inadequate performance or non-performance of any obligation, or either Party's decision arising from the following clauses will be subject, at either Party's written request, to a decision review process:

	Clause number	Contract Heading	Reviewable issue
(a)	5.1	Description of Services	Has the Registry Agent performed the Services as required by this clause?
(b)	5.2	Notification of Unavailable Services	What steps are commercially reasonable?
(c)	5.3	Prohibition of Unauthorized Services	Has the Registry Agent accessed the GOA Records, Registry or used GOA Equipment, Controlled Inventory or Non-Controlled Inventory for purposes other than the provision of Services?

	Clause number	Contract Heading	Reviewable issue
(d)	5.5	Impartial and Courteous Performance of the Services	Has the Registry Agent met the standard required under this clause?
(e)	5.6	Public Complaints	Has the Registry Agent addressed complaints as required by this clause?
(f)	6 (Policy re: performance measures)	Monitoring of Registry Agent Performance	Review of the results attained by the Registry Agent on the performance measures.
(g)	6.3	Monitoring of Registry Agent Performance	Review of the remedial action taken by the GOA.
(h)	9.4	Discrepancies in Remittance of GOA Funds	Accuracy of remittable amount of GOA funds.
(i)	10.1	Lost or Stolen GOA Funds	Whether the GOA is responsible for the loss or theft.
(j)	12.2 (current agents)	Conflicting Business or Activities	Review of GOA decision to not permit conflict of interest and any conditions attached thereto.
(k)	12.2 (new agents)	Conflicting Business or Activities	Review of GOA decision with respect to the disclosed conflict of interest.
(l)	12.3 (new agents)	Conflicting Business or Activities	Review of any conditions attached
(m)	14.3 (current agents)	Co-location of Registry Agent Office	Review of GOA decision to not permit co-location and any conditions attached thereto
(n)	14.3 (new agents)	Co-location of Registry Agent Office	Review of GOA decision to permit or not permit
(o)	14.4 (where applicable)	Co-location of Registry Agent Office	Review of any conditions attached
(p)	23.1 & 23.5	Provision of GOA Equipment and GOA Equipment Supplier	Has the GOA provided, maintained and repaired GOA Equipment in accordance with these clauses?
(q)	23.4, 23.6 & 23.7	Provision of GOA Equipment and GOA Equipment Supplier	Has the Registry Agent used of the GOA Equipment in accordance with these clauses?
(r)	24.1	Controlled Inventory	Has the GOA provided

	Clause number	Contract Heading	Reviewable issue
			Controlled Inventory in accordance with this clause?
(s)	24.2, 24.3 & 24.4	Controlled Inventory	Is the Registry Agent is responsible for reimbursing the GOA for loss of Controlled Inventory?
(t)	Policy pursuant to clause 28	Police Information Checks	Whether GOA's decision to disallow or cancel access to Registry based on the results of a Police Information Check is reasonable?
(u)	36.1(e)(ii)	Default and Remedies	Whether the Registry Agent had knowledge of an understatement or distortion?
(v)	36.1(f)	Default and Remedies	Whether the Registry Agent had knowledge of misstatement or distortion?
(w)	36.1(m)(i)	Default and Remedies	Has the Registry Agent taken any steps to cease to carry on business, liquidate assets or not make payments in the usual course of business?
(x)	36.1(m)(iii)	Default and Remedies	Has the Registry Agent sold sufficient assets?
(y)	36.1(p)	Default and Remedies	Has there been a material breach of the Agreement?
(z)	36.1(q)	Default and Remedies	Has there been a breach or alleged breach of legislation?
(aa)	36.2 (a) or (b)	Default and Remedies	Whether the remedy selected by the GOA is practicable in the circumstances?
(bb)	Schedule C, clause 4	Dispute over AOTDR Registration Services Service Charge Calculation	What is the amount owing to the Registry Agent for AOTDR Registration Services?

41.2 The decision review process shall be set out in the Policies.

41.3 When a decision review process has been initiated with to respect to a matter under clause 36.1 and if, in the GOA's reasonable opinion, there is a risk to the security or

confidentiality of Personal Information or to the security of GOA Records or Controlled Inventory, the GOA may, until the conclusion of the decision review process, suspend the Registry Agent or the Registry Agent Personnel's access to the Registry, and remove GOA Records or Controlled Inventory from the Premises.

- 41.4 If upon the conclusion of the decision review process, the Registry Agent shall be continuing operations, the GOA shall forthwith reinstate access to the Registry and return and replace GOA Records or Controlled Inventory to the Premises.

Prohibition on Subcontracting

- 42.1 The Registry Agent shall not subcontract any of the Services without the prior, written approval of the GOA, which consent will not be unreasonably withheld.
- 42.2 Nothing in this Agreement creates any contractual relationship between the GOA and any approved subcontractor of the Registry Agent for the provisions of the Services. Notwithstanding the foregoing, the GOA may require that any approved subcontractor enter into an acknowledgment and agreement with the GOA, in form and substance acceptable to the GOA, by which the approved subcontractor agrees to be liable directly to the GOA for any breach by the approved subcontractor of this Agreement.

Relationship Between Registry Agent and GOA

- 43.1 The Registry Agent is an agent of the GOA for the provision of the Services but is not an agent of the GOA for any other purpose.
- 43.2 The Registry Agent is an independent contractor for the purposes of this Agreement and nothing in this Agreement is intended to create an employment relationship, joint venture or partnership between the Parties.

Force Majeure

- 44.1 Neither Party shall be deemed to be in default of its obligations under this Agreement if and for as long as any delay or non-performance is directly or indirectly caused by or results from events of Force Majeure beyond the control of that Party. These events shall include, but not be limited to, strikes, civil disturbances, war, fires, acts of God, and acts of any government or branch or agency thereof other than any Party hereto.

Notices

- 45.1 Any notice to be made under this Agreement shall be deemed given to the other Party if in writing and personally delivered, sent by pre-paid registered mail, sent by facsimile transmission, or electronic transmission addressed as follows:

The GOA: Service Alberta
 Alberta Registries
 3rd Floor, John E. Brownlee Building
 10365 - 97th Street
 Edmonton, AB
 T5J 3W7

Attention: Contract Administrator
 Fax: (780) 644-2613
 Email: sa-racontractadmin.m@gov.ab.ca

The Registry Agent: Generic Registry Agent Ltd.
 Main Street, Anywhere AB
 T0X 0X0

Designated Representative:
 Fax:
 Email:

- 45.2 The address of either Party may be changed to any other address in Alberta and the Designated Representative may be changed to another Designated Representative by notice in writing to the other Party. Personal service or facsimile transmission shall be deemed received when actually delivered or transmitted, if delivery or transmission is on a Business Day between 8:15 a.m. to 4:30 p.m. local time or if it is not, then it will be deemed to be received on the next Business Day. All notices sent by pre-paid registered mail shall be deemed to be received on the fourth Business Day following mailing in any Post Office in Canada, except in the case of postal disruption, then any notice shall be given by facsimile transmission or personally served.

Survival of Terms

- 46.1 The following clauses survive the termination of this Agreement:

Trust in Favour of the GOA and Registry Agent Fiduciary Relationship–	clause 8;
Inspection and Audit	– clause 29;
Protection of Personal Information	– clause 30;
Records Retention and Disposition	– clause 31;
Hold Harmless	– clause 33;
Limitation of Liability	– clause 34;
Insurance	– clause 35;

Not Liable for Loss in Enforcement of Rights – clause 37; and
Registry Agent Obligations upon Termination of Agreement – clause 40.

- 46.2 Notwithstanding the termination of this Agreement, all covenants and agreements to be performed or observed by the Parties under this Agreement which by their nature survive the termination of this Agreement, remain binding and enforceable on the Parties. Termination of this Agreement shall not release the Parties from any liability which has arisen during the life of this Agreement.

Waiver

- 47.1 A waiver of any breach of any term, condition or covenant of this Agreement shall not be binding upon a Party unless the waiver is in writing and delivered in accordance with the terms of this Agreement. Such a waiver shall not affect the rights of any Party in respect of any other breach of any term, condition or covenant of this Agreement.
- 47.2 No approval or consent shall be presumed by any act or omission of the GOA, or by the GOA's failure to respond to any request for consent, or by the GOA's accepting any payment from any party other than the Registry Agent.
- 47.3 A Party's failure at any time to require the performance by the other Party of any term, condition or covenant provided for under this Agreement shall in no way affect that Party's right thereafter to enforce such term, condition or covenant nor shall such failure of the Party be considered at any time a waiver of the performance of the same or any other term, condition or covenant in this Agreement.

General

- 48.1 Time is of the essence of this Agreement.
- 48.2 Subject to clause 42, the Registry Agent may not assign or transfer this Agreement, or any right or benefit conveyed by this Agreement, under any circumstances.
- 48.3 This Agreement contains the entire agreement of the Parties concerning the subject matter of this Agreement and no other understandings or agreements verbal or otherwise exist between the Parties.
- 48.4 The GOA's rights, remedies and privileges under this Agreement are cumulative and any one or more may be exercised.
- 48.5 This Agreement shall be construed, interpreted and applied in accordance with the laws and in the courts of the Province of Alberta.
- 48.6 Each Party shall perform the acts, execute and deliver the writings, and give the assurances necessary to give full effect to this Agreement.

- 48.7 The headings in this document have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this document or any part of it.
- 48.8 In this Agreement words in the singular include the plural and words in the plural include the singular. In this Agreement, the words in the masculine include the feminine and words in the feminine include the masculine.

This Agreement may be executed in any number of counterparts or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT.

WITNESS

REGISTRY AGENT

Signature

Signature

Name

Name

Date

Date

HER MAJESTY THE QUEEN
in Right of Alberta as Represented by the
Minister responsible for Alberta Registries

Signature

STEVE BURFORD
Executive Director,
Motor Vehicles & Agent Support

Date

Schedule “A” - List of Services For P_____

This Schedule indicates the Services which are mandatory and which must be delivered by the Registry Agent. The Registry Agent must ensure it has Registry Agent Personnel with the appropriate levels of training and accreditation to conduct mandatory Services. This Schedule also indicates the Services which are optional. Optional Services are those which the Registry Agent should deliver if it has Registry Agent Personnel with the appropriate levels of training and accreditation to conduct those Services.

Driver Related Products	
Mandatory	Optional
Operator licence - first application or renewal (1-5 year)	
Duplicate or exchange operator licence	
Reclassification of operator licence	
Condition code maintenance	
Reinstatement for an alcohol suspension	
Reinstatement non-alcohol suspension	
Identification card – first application or renewal (1-5 year)	
Duplicate identification card	
Road test for areas designated as testing centres by GOA prior to 1993	
Knowledge test (also in languages other than English)	
Driver training school licence	
Driver instructor licence, 2-year term	
Translated knowledge tests & English audio tests	
Restricted drivers licence application	
Ignition interlock application	
Application for hearing – Administrative Licence Suspension:	
Application for hearing – GDL Zero Alcohol Tolerance Suspension	
Application for hearing – Transportation Safety Board	
Application for hearing – Immediate Roadside Sanction	
Application for hearing – Alberta Ignition Interlock Appeals	
Operator information search	

Driver Related Products	
Mandatory	Optional
Operator "Not Found" report	
Operator historical search	
Court certificates	
Abstract of driving record	
Verification of suspension	
Photocopy of document	
Certified copy of documents	
Copy of medical report	
Payment of overdue fines	
Payment of current fines	
Disabled placard issue	
Disabled placard replacement	
Operator information search for government organizations	
Operator "Not Found" report for government organizations	
Operator historical search for government organizations	
Abstract of driving record for government organizations	
Certified copy or photocopy of documents for government organizations	
Licence or identification card return	
Licence or identification card cancel	
Update reinstatement conditions	
Merit course entry	
CCMTA operator licence close out	

Vehicle Related Products	
Mandatory	Optional
Passenger vehicles - first application or renewal	
Veterans plates – first application or renewal	
Motorcycles, etc. - first application or renewal	
Dealer plates - first application or renewal	
Isolated areas plates – first application or renewal	
Plates for charity organization - first application or renewal	
Antique motor vehicles - one-time fee	
Trailer pulled by licensed vehicle - one-time fee	
Government plates (one-time fee/transfer/replacement)	
Commercial trailers by weight first application or renewal	
Transfer plates and registration including vehicle ownership transfer	<input type="checkbox"/> Prorate: Transfer plates and registration including vehicle ownership transfer
Licence plate exchange	<input type="checkbox"/> Prorate: Licence plate exchange
Ham plate replacement	
Change registration (weight increase or decrease, change class)	
Duplicate registration certificate	<input type="checkbox"/> Prorate: Duplicate registration certificate
In-transit permit	
Registration for Class 2 public vehicle first application or renewal	
Class 1 or 3 public vehicle first application or renewal	<input type="checkbox"/> Prorate: Class 1 or 3 public vehicle first app/renewal
First application or renewal for:	
- Registration privately owned off-highway vehicle	
- Registration drive-yourself off-highway vehicle	
- Registration off-highway dealer	
- Registration off-highway vehicle by government	
Class 1 School Bus, first application or renewal	
Exchange plate for new classification	<input type="checkbox"/> Prorate: Exchange plate for new classification
Replace validation tab	
Operate a Class 1 public vehicle as a public service bus, first application or renewal	<input type="checkbox"/> Prorate: Operate a Class 1 public vehicle as a public service bus, first application or renewal

Vehicle Related Products	
Mandatory	Optional
Public vehicle rented term less than 30 days, vehicle used in livery, or primarily for funeral services, carriage used in urban areas, or within 10 km of urban areas, first application or renewal	
Public vehicle used for a drive-away or tow-away operation, first application or renewal	
Public vehicle used as a rental, motorcycle or moped not used more than 30 days, first application or renewal	
Specialty Plates	
Personalized plates (includes Veterans plates)	
Replace personalized plates (includes Veterans plates)	
Sample plate or tab to collectors	
Prepaid intransit permit books	
Vehicle information report	
Vehicle registration search (current record)	<input type="checkbox"/> Courtesy Letters - Towing
Vehicle index search (current record)	
Plate index search (current record)	
Vehicle "Not Found" report	
Vehicle historical search (includes confirmation letter)	
Pre-Court search (current record)	
Historical Pre-Court search	
Court certificate	
Temporary safety fitness certificates and application package	
Vehicle registration search for government organizations	
Vehicle index search for government organizations	
Plate index search for government organizations	
Vehicle "Not Found" report for government organizations	
Vehicle historical search for government organizations	
Pre-Court search for government organizations	
Historical Pre-Court search for government organizations	
Replacement vehicle registration	
Client add/modify	
Cancel vehicle registration	

Vehicle Related Products	
Mandatory	Optional
Cancel personalized plate	
Cancel personalized plate without cancelling ownership	
Declare plates lost or stolen or returned	
Full refund	
Cancel fleet	
Vehicle park	
Modify vehicle registration	
Payment on account	
Record unapplied money (MTS service, Code F, etc.)	
CCMTA vehicle close out	
Vehicle creation (the vehicle's last registration was in another jurisdiction)	
Application for hearing – Vehicle Seizure	

Land Titles Related Products	
Mandatory	Optional
Land Title Search	<input type="checkbox"/> Plan Search
Certified Current Title	<input type="checkbox"/> Survey & Township Plan and Field Notes
Certified Current Historical Title	<input type="checkbox"/> Alberta Survey Control Markers
Certified Cancelled Title	<input type="checkbox"/> Soil Classification
Online View of Full Certified Title	<input type="checkbox"/> Map Print via SPIN 2 system
Fax Certified Title	<input type="checkbox"/> Cemeteries Search
On-Line Document Search	
Delivered via Download/Email/Courier/Mail/Call Box	
Delivered via Fax	
Document Registration or Rejection Notice	

SAMPLE

Corporate Registry Related Products	
Mandatory	Optional
Business Corporations Act:	Level 1 Accreditation Services for Alberta and Extra Provincial Corporations
Corporation/Non-Profit Search	<input type="checkbox"/> Annual Return
Historical Corporation/Non-Profit Search	<input type="checkbox"/> Change/Update Director/Shareholder
Certificate of status	<input type="checkbox"/> Change Address-Alberta Corporation
Historical Certificate of status	<input type="checkbox"/> Change Head Office Address-Extra Provincial Corporation
Certification	<input type="checkbox"/> Change/Update Attorney-Extra-Provincial Corporation
Order Microfilm Attachment-Legal Entity	Level 2 Accreditation Services for Alberta Corporations
	<input type="checkbox"/> Incorporate Alberta Corporation
	<input type="checkbox"/> Continuance into Alberta
	<input type="checkbox"/> Request to Continue to another jurisdiction
	<input type="checkbox"/> Complete Continuance to another jurisdiction
	<input type="checkbox"/> Name Change
	<input type="checkbox"/> Dissolution
	<input type="checkbox"/> Add/update Record Keeper
	<input type="checkbox"/> Enter Intent to Dissolve
	<input type="checkbox"/> Revoke Intent to Dissolve
	<input type="checkbox"/> Enter Bankruptcy
	<input type="checkbox"/> Appoint Receiver
	<input type="checkbox"/> Discharge Receiver
	<input type="checkbox"/> Add/Change Receiver
	<input type="checkbox"/> Receivership Statement
	<input type="checkbox"/> Initiate Revival of Alberta Corporation /Level 2 only
	<input type="checkbox"/> Complete Revival of Alberta Corporation/Level 2 only
	Level 2 Accreditation Services for Extra Provincial Corporations
	<input type="checkbox"/> Register Extra-Provincial Profit/Non-Profit Corporation
	<input type="checkbox"/> Name Change
	<input type="checkbox"/> Name/Structure/Jurisdiction Change/level 2 amend only
	<input type="checkbox"/> Change Status of Merged Legal Entity/level 2 mergers only

Corporate Registry Related Products	
Mandatory	Optional
	<input type="checkbox"/> Merge Multiple Legal Entities/Level 2 Mergers only
	<input type="checkbox"/> Request to Cancel Registration
	<input type="checkbox"/> Revoke Cancellation
	<input type="checkbox"/> Reinstate Extra-Provincial/Registration
	Level 3 Accreditation
	Services for Alberta Corporations
	<input type="checkbox"/> Name/Structure Change Alberta Corporation
	<input type="checkbox"/> Amalgamate Alberta Corporation
	<input type="checkbox"/> Initiate Revival for Alberta Corporation/Level 2 and 3
	<input type="checkbox"/> Complete Revival Alberta Corporation/Level 2 and 3
	Services for Extra- Provincial Corporations
	<input type="checkbox"/> Name/Structure/Jurisdiction Change Extra-Provincial/Level 2 and 3
	<input type="checkbox"/> Register Extra-Provincial Amalgamation
	<input type="checkbox"/> Change Status of Merged Legal Entity/Level 2 and 3
	<input type="checkbox"/> Merge Multiple Legal Entities/Level 2 and 3
Partnership Act	Level 1 Accreditation
	Services for Trade Names, Partnerships, Limited Partnerships, and Limited Liability Partnerships
Trade Name/Partnership Search	<input type="checkbox"/> Register Trade Name
Historical Trade Name/Partnership Search	<input type="checkbox"/> Register Partnership
Certification	<input type="checkbox"/> Update Name/Address for Declarants/Partners
Order Microfilm Attachment-Trade Name/Partnership	<input type="checkbox"/> Partnership Amendment
	<input type="checkbox"/> Limited Liability Partnership (LLP) Amendment
	<input type="checkbox"/> Limited Liability Partnership (LLP) Annual Report
	<input type="checkbox"/> Dissolve Trade Name or Partnership
	<input type="checkbox"/> Cancel Limited Liability Partnership (LLP) Registration
	Level 2 Accreditation
	<input type="checkbox"/> Register Limited Partnership (LP)
	<input type="checkbox"/> Register Limited Liability Partnership (LLP)
	<input type="checkbox"/> Amend Limited Partnership (LP)
	<input type="checkbox"/> Dissolve/Cancel Limited Partnership (LP)

Personal Property Related Products	
Mandatory	Optional
<input type="checkbox"/>	<input type="checkbox"/> Registrations
Search Requests:	<input type="checkbox"/> Security agreement under Personal Property Security Act
Debtor name (individual or business name)	<input type="checkbox"/> Registration under Sale of Goods Act or the Factors Act
Serial number	<input type="checkbox"/> Registrations – Other Acts: Writ of Enforcement, Writ of Seizure and Sale (Federal Writ), Attachment Order (infinity), Garage Keepers’ Lien (six months), Receiver’s Report (infinity), Maintenance Enforcement Order (infinity), Matrimonial Property Order (infinity), Court or Statutory Order (infinity), Land Charge (infinity), Crown Charge (infinity), Statutory Charge (infinity)
Registration number	<input type="checkbox"/> Renewals/Status Report:
Distribution seizure	A renewal of a registration relating to a security agreement under the Personal Property Security Act:
Certificate of Discharged or Expired Registration #	Renewal of registration under Sale of Goods/Factors Act
	<input type="checkbox"/> Renewals – Other Acts:
	Writ of Enforcement, Garage Keepers’ Lien
	<input type="checkbox"/> Writ of Seizure and Sale (Federal Writ)
	<input type="checkbox"/> Amendment and Renewal
	Registration relating to a security agreement under the Personal Property Security Act
	Registration relating to a Sale of Goods/Factors Act
	<input type="checkbox"/> Amendment and Renewal – Other Acts:
	Writ of Enforcement, Writ of Seizure and Sale (Federal Writ), Garage Keepers’ Lien
	<input type="checkbox"/> Miscellaneous:
	Photocopy of a document
	Additional charge to certify a copy of above item
	Periodic reports
	<input type="checkbox"/> Amendments:
	Amendment of a registration relating to a security agreement under the Personal Property Security Act
	Amendment of a registration under Sale of Goods/Factors Act

Personal Property Related Products	
Mandatory	Optional
	<input type="checkbox"/> Amendments - Other Acts: Writ of Enforcement, Writ of Seizure and Sale (Federal Writ), Attachment Order, Garage Keepers' Lien, Receiver's Report, Maintenance Enforcement Order, Railway Rolling Stock, Matrimonial Property Order, Court or Statutory Order, Crown Charge, Land Charge, Statutory Charge
	<input type="checkbox"/> Discharge: Attachment Order, Crown Charge, Court or Statutory Order, Land Charge, Maintenance Enforcement Order, Matrimonial Property Order, Receiver's Report, Railway Rolling Stock, Security Agreement, Sale of Goods or Factors Act, Writ of Enforcement, Writ of Seizure and Sale (Federal Writ), Garage Keepers' Lien, Statutory Charge

SAMPLE

Alberta Organ and Tissue Donor Registration Products	
Mandatory	Optional
Registration of Intent	
Registration of Consent	

SAMPLE

Vital Statistics Related Products	
Mandatory	Optional
Marriage licence	
Application for birth, death and marriage certificates	
Birth – personal information only or personal information and parentage	
Marriage – framing or wallet	
Death - framing	
Photocopy of a registration	
Legal change of name	
Amendment to a registration	
Genealogical searches	
Search letter	
Amendment to marriage licence	
Registration of marriage	

SAMPLE

Other Products	
Mandatory	Optional
Raffle Licences	

SAMPLE

Signature of Registry Agent Representative

Name

_____, 20____
Date

SCHEDULE “B”

PREMISES

Generic Registry Agent Ltd.
Main Street, Anywhere AB
T0X 0X0

SAMPLE

SCHEDULE “C”

AOTDR Registration Services

In this Schedule and in the Agreement:

“**AOTDR Registration Services Service Charge**” means the compensation that Health will pay to the Registry Agent for the provision of AOTDR Registration Services.

“**AOTDR Transaction**” means an AOTDR Registration Services activity for which a registration of Intent and registration of Consent Service Charge is payable, as defined in the AOTDR Registration Services Product Catalogue.

“**AOTDR Transaction Statement**” means the document prepared by Health detailing the Transactions conducted by the Registry Agent over a defined period and the AOTDR Registration Services Service Charge payable by Health to the Registry Agent.

“**Business Specialists**” means the help desk support provided through Health.

“**Service Level**” has the meaning accorded to it in clause 1 of this Schedule.

“**Service Measure**” has the meaning accorded to it in clause 1 of this Schedule.

“**Stabilization Period**” means the first three months of provision of AOTDR Registration Services.

1. Service Measures and Levels

- 1.1 The Registry Agent agrees to perform the AOTDR Registration Services according to the Service Measures and Service Levels as outlined in Policy.
- 1.2 Service Level failures during the Stabilization Period will not be included in the determination of an Event of Default.

2. Other Requirements Respecting the Provision of AOTDR Registration Services

- 2.1 The Registry Agent may only process requests for AOTDR Registration Services through in-person client walk-ins.
- 2.2 The Registry Agent acknowledges that it shall not have any right, title, claim, interest or lien against any business or computer systems processes,

specifications, designs, diagrams/drawings, procedures or concepts transferred to them in connection with the provision of AOTDR Registration Services.

- 2.3 The Registry Agent agrees to review and comply with all Policies and applicable legislation.

3. Payment for AOTDR Registration Services

- 3.1 Health will pay the Registry Agent the AOTDR Registration Services Service Charge for each AOTDR Transaction completed by the Registry Agent according to AOTDR Registration Services Product Catalogue.
- 3.2 Health will provide the Registry Agent with a Transaction Statement for all AOTDR Transactions for the previous month. The AOTDR Transaction Statement will be mailed, or electronically provided, to the Registry Agent no more than 30 days after the end of each calendar month.
- 3.3 Health shall pay the Registry Agent by electronic funds transfer (EFT) 30 days after the end of each calendar month during which the Registry Agent has provided AOTDR Registration Services.
- 3.4 The Registry Agent must, within 5 Business Days from the receipt of the AOTDR Transaction Statement by the Registry Agent, notify Health, if the Registry Agent is aware of any miscalculation on the AOTDR Transaction Statement. The Registry Agent must, within 5 Business Days of notifying Health of any miscalculation, provide Health, in writing, with any information that the Registry Agent may have in regards thereto.

4. Dispute over AOTDR Registration Services Service Charge Calculation

- 4.1 In the event of a dispute over the calculation of the AOTDR Registration Services Service Charge, Health will pay the Registry Agent for the portion of the AOTDR Registration Services Service Charge not in dispute. The remainder will be dealt with in accordance with the decision review process in clause 41.

APPENDIX “A”

APPLICATION

SAMPLE