

**Government  
of Alberta ■**

**REGISTRY AGENT INFORMATION PACKAGE  
FOR THE DELIVERY OF  
REGISTRY, INFORMATION AND LICENSING SERVICES**

**April 2011**

*Alberta* ■

# REGISTRY AGENT INFORMATION PACKAGE

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The following material explains Service Alberta's business strategy for operating its registry agent service delivery model.

## CONTEXT

Service Alberta, Registries (Registries) operates five lines of business: motor vehicles, personal property registry, corporate registry, vital statistics, and land titles. Registries was established in response to identified customer need for timely, efficient access to government registration, information, and licensing products and services. Appendix 1 provides a summary of each business line.

To enhance service delivery to the public, Registries strives to maximize the number of products and services delivered by the private sector. In 1993 Registries established a network of community based Registry Agent Outlets offering one-stop-shopping for a wide range of registration, information and licensing services.

Registries' products and services affect almost every Albertan. Given the range of both products and clients, a variety of delivery mechanisms are used. In addition to a network of agents, government-operated offices, located in the major cities, provide some services. Some services, including motor vehicles, land titles, corporate, and personal property searches and registrations, are provided directly to business users.

Registries also operates a direct, remote on-line access service for businesses conducting searches and registrations of the corporate and personal property registries and an on-line payment system for vehicle renewals and fine payments.

## BUSINESS GOALS

In the current Service Alberta Business Plan, a core business goal is convenient and efficient services. This goal reflects our commitment to provide secure, accessible, accurate and competitively priced services to Albertans. The Ministry is also responsible for pursuing continuous improvements relating to the efficiency and quality of services provided.

## KEY BUSINESS PRINCIPLES

1. Registries is responsible for:
  - legislation development and enforcement;
  - policy and program development and monitoring;
  - information system development and implementation;
  - data ownership, quality control and maintenance;
  - protection of privacy; and
  - management of the overall delivery mechanism.
2. Except where specifically exempted by Registries, Registry Agent Outlets **must** offer the full range of products and services listed in the Product Catalogue (Appendix 2). This supports the one-stop-shopping concept.

3. To ensure a high level of service excellence, Registries has established policies, procedures and performance standards; for example, monitoring of registry agents includes periodic on-site visits, auditing of administrative records, and using performance standards (Appendix 3).

Registries will investigate any public complaints or concerns.

4. The pricing method used for products & services sold to clients follows:

**Total price** = Government fee + registry agent service charge + GST (where applicable)

5. Registry Agent Outlets need to provide the following equipment, which meets the standards set out in this information package:

- desktop computer and appropriate software;
- vision testing equipment;
- Internet Service Provider;
- IT Support;
- photocopier (non-thermal transfer);
- shredder or shredding service; and
- fax machine.

Please refer to the Facility Requirements and Guidelines (Appendix 4) for further details.

6. Registry agents are responsible for all space overhead, staffing, marketing, banking, insurance, and any other costs not explicitly provided by Registries, as noted in Principle 9.
7. All **new** registry agents are required to pay a one-time start-up fee of \$27,500. Included in this cost is initial set-up training, on going support, telecommunication equipment, driver knowledge testing equipment and the specialized equipment necessary to create operator licences and identification cards. New agents must also pay for the installation of SuperNet, a high capacity, high speed telecommunication network. The cost will vary significantly dependant upon location, so an estimate cannot be provided in this package.
8. Registries may implement charges to registry agents to recover the cost of training and telecommunications costs.
9. Registries will provide:
  - an information service (via the telephone and the Internet) to advise clients of the nearest registry outlet;
  - access to a telecommunication network and the data base for each registry system;
  - access to policies and procedures;

- initial training and materials;
  - anti-virus software;
  - forms and documents; and
  - equipment to create operator licences and identification cards.
10. Service charges are capped for certain products and services that clients obtain such as operator licences and vehicle registrations. Service charges for other products and services will be established by market conditions. The Product Catalogue (Appendix 2) lists all current products and charges in both categories.
  11. Registry agents may establish their own payment terms with their clientele, within certain limits established by Registries, however, all monies owing to Registries must be remitted according to Registries' payment policy.
  12. Registry agents must become knowledgeable about relevant legislation to respond to public inquiries.
  13. 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.
  14. There will be no exclusive assignment of business territory.
  15. Registry Agent Outlets must enter into an Agreement with the Minister of Service Alberta. A sample of the Agreement is found in Appendix 5.
  16. Alberta Registries may provide other methods of access to its services, and may include a mail-in process, the Internet, or other channels.
  17. The registry agent will require a letter of credit or letter of guarantee, in an amount specified by Registries. This letter of credit or letter of guarantee is to ensure payment by the registry agent of its financial obligations, as specified in the Agreement. At the sole discretion of Registries, the letter of credit or letter of guarantee may be released following one year of satisfactory compliance with Registries' financial policies.
  18. 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.
  19. Registry agents must provide for driver knowledge testing services. Road testing services are only mandatory in areas designated as testing centres by the government prior to 1993. See Appendix 6 for additional information.

**APPENDIX 1**  
**REGISTRY SERVICES**  
**AND**  
**OTHER BUSINESS LINES**

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## **REGISTRY SERVICES**

### **Registries**

Registries is comprised of five registries: motor vehicles, personal property, corporate, vital statistics and land titles. Registries also operates Registries Online (ROL), an on-line electronic access service to the corporate and personal property registries. The government has ownership of all information collected and stored in each system. Registries has strict security measures in place to protect the integrity and security of the data collected and to ensure that legislative requirements are met through established audit standards and policies. Following is a brief description of each registry.

### **Motor Vehicles**

The Motor Vehicles System (MOVES) contains information about drivers and vehicles. Registry agents currently deliver licensing, registration and search services and ensure that driver-testing services are provided (Appendix 6). Some business clients access driver abstracts and registered owner information directly from Registries through electronic interfaces. 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 perform registrations, amendments and discharges. These services are also available through ROL.

### **Corporate Registry**

Corporate Registry, through the Corporate Registry System (CORES), facilitates the incorporation of businesses and non-profit organizations. This service also includes the registration of tradenames and partnerships and maintenance of a repository of incorporation information on credit unions, trust companies, co-operative associations, rural utilities and airport authorities.

The corporate file allows the public to know who is behind 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 yearly. This ensures 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 they electronically deliver examination and filing services. Registries accredits all corporate registry service providers. 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. Searches of the CORES database are provided by registry agents and by the business community through ROL.

### **Vital Statistics Registry**

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 done provided sufficient proof is submitted.

From the information collected and recorded Vital Statistics issues certificates and/or certified copies of the actual registration. Agencies, researchers and planners at the local, provincial and national level use the data collected for statistical purposes.

Registry agents electronically request birth, marriage and death certificates, certified copies and issue marriage licences.

### **Land Titles**

Land Titles Offices, located in Edmonton and Calgary, provides land registration and information services and retains custody of all original land title and source documents. Their staff examines 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. A custom registry agent search screen has been developed to facilitate these searches. 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.

## **OTHER BUSINESS LINES**

### **Registries On-line (ROL)**

ROL was developed in 1992 to provide the public 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.



**APPENDIX 2**  
**REGISTRY AGENT PRODUCT CATALOGUE**

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# Registry Agent Product Catalogue

Updated April 29, 2011

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## **MANDATORY AND OPTIONAL PRODUCTS**

Except as otherwise indicated, registry agents must provide all of the listed products.

## Driver Related Products

<b>Capped Products (a maximum service charge is set)</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
- Operator licence – first application or renewal		
- 1 year	15.00	6.00
- 2 years	30.00	7.00
- 3 years	45.00	8.00
- 4 years	60.00	9.00
- 5 years	75.00	9.00
- Duplicate or exchange operator licence	13.00	9.00
- Reclassification of operator licence	13.00	9.00
- Condition code maintenance	13.00	9.00
- Reinstatement for an alcohol suspension	200.00	9.00
- Reinstatement non-alcohol suspension	50.00	9.00
- Identification card – first application or renewal:		
- 1 year	8.00	6.00
- 2 years	16.00	7.00
- 3 years	24.00	8.00
- 4 years	32.00	9.00
- 5 years	40.00	9.00
- Duplicate identification card	13.00	9.00
- Road test fees (government conducted)		
- Class 5 or 6 licence	16.00	9.00
- Class 4 licence	21.00	9.00
- Class 1, 2 or 3 licence	31.00	9.00
- Knowledge test (includes additional languages)	5.00	12.00
- Oral/translated knowledge test	5.00	25.00
- English Audio tests	5.00	25.00
- Driver training school licence	175.00	9.00
- Driver instructor licence, 2-year term	60.00	9.00

## Driver Related Products

Uncapped Products (service charge is market dependent)	Government Fee	Maximum Service Charge
- Road test fees <sup>1</sup> (Private sector examiner conducted)		
- Class 5 or 6 licence	5.00	**
- Class 4 licence	5.00	**
- Class 1, 2 or 3 licence	5.00	**
- Application for restricted licence	150.00	**
- Application for ignition interlock	63.00	**
- Application for hearing – administrative licence suspension:		
- in person	250.00	**
- non-personal	125.00	**
- Application for hearing – GDL Zero Alcohol Tolerance suspension:		
- in person	250.00	**
- non-personal	125.00	**
- Application for hearing – Transportation Safety Board:		
- in person	250.00	**
- non-personal	125.00	**
- Operator information search (current record)	15.00	**
- Operator “Not Found” report	15.00	**
- Operator historical search (includes confirmation letter)	15.00	**
- Court certificates	15.00	**
- Abstract of driving record	15.00	**
- Verification of suspension	15.00	**
- Photocopy of document (per page)	8.00	**
- Copy of medical report	8.00	**

<sup>1</sup> Road test services are only mandatory in areas designated as testing centres by the government prior to 1993.

\*\* Price determined by registry agent.

## Driver Related Products

<b>No Government Fee Products</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
- Payment of overdue fines	0.00	9.00
- Payment of current fines	0.00	9.00
- Disabled placard issue	0.00	9.00
- Disabled placard replacement	0.00	9.00
- Operator information search for government organizations (current record)	0.00	9.00
- Operator "Not Found" report for government organizations	0.00	9.00
- Operator historical search for government organizations (includes confirmation letter)	0.00	9.00
- Abstract of driving record for government organizations	0.00	9.00
- Certified copy or photocopy of documents for government organizations (per page)	0.00	9.00
- Licence or identification card return (no refund)	0.00	0.00
- Licence or identification card cancel	0.00	9.00
- Update reinstatement conditions	0.00	9.00
- Merit course entry	0.00	9.00
- CCMTA operator licence close out	0.00	7.00

## Vehicle Related Products

<b>Capped Products (a maximum service charge is set)</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
- Passenger vehicles – first application/renewal	75.00 <sup>1</sup>	9.00
- Veterans plates – first application or renewal (Class 3 Passenger Only)	75.00 <sup>1</sup>	9.00
- Motorcycles and off-highway vehicles – first application or renewal	45.00 <sup>1</sup>	9.00
- Dealer plates – first application or renewal	185.00 <sup>1</sup>	9.00
- Dealer plates – trailer	179.00	9.00
- Isolated areas plates – first application or renewal	26.00 <sup>1</sup>	9.00
- Plates for charity organization – first application or renewal	26.00 <sup>1</sup>	9.00
- Antique motor vehicles – one-time fee	30.00	9.00
- Trailer pulled by licensed vehicle – one-time fee	100.00	9.00
- Government plates		
- one-time fee	75.00 <sup>1</sup>	9.00
- trailers – one-time fee	100.00	9.00
- motorcycle/off-highway – one-time fee	45.00 <sup>1</sup>	9.00
- transfer/replacement, etc.	13.00	9.00
- vehicle ownership transfer for government	0.00	9.00
- Commercial trailers by weight first application or renewal (in kg):		
0 - 2500	106.00	9.00
2501 - 3000	132.00	9.00
3001 - 3600	158.00	9.00
3601 - 4400	224.00	9.00
4401 - 5300	251.00	9.00
5301 - 6300	277.00	9.00
6301 - 7600	317.00	9.00
7601 - 9200	449.00	9.00
9201 - 11000	607.00	9.00
11001 - 13000	924.00	9.00
13001 - 16000	1,003.00	9.00
16001 - 19000	1,228.00	9.00
19001 - 23000	1,624.00	9.00
23001 - 28000	1,756.00	9.00
28001 - 34000	2,033.00	9.00

<sup>1</sup> A \$6.00 Motor Vehicle Accident Claims Fund fee is included on these vehicle registrations.

## Vehicle Related Products

<b>Capped Products</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
- Transfer plates and registration - including vehicle ownership transfer <sup>2</sup> (includes cab card)	13.00	9.00
- Licence plate exchange <sup>2</sup> (includes cab card)	13.00	9.00
- Change registration (weight increase/decrease or change sub-class) (includes cab card)	13.00	9.00
- Duplicate registration certificate <sup>2</sup> (includes cab card)	13.00	9.00
- In-transit permit	15.00	9.00
- Registration for Class 2 public vehicle (farm vehicle, for example), first application or renewal:		
- 2,500 kg and less	65.00 <sup>1</sup>	9.00
- over 2,500 kg	87.00 <sup>1</sup>	9.00
- Veteran farm plates	61.00 <sup>1</sup>	9.00
- Ham plates		
- initial order	0.00	9.00
- renewal	75.00 <sup>1</sup>	9.00
- transfer/replacement	13.00	9.00

<sup>1</sup> A \$6.00 Motor Vehicle Accident Claims Fund fee is included on these vehicle registrations.

<sup>2</sup> Prorate vehicle registrations are optional products.



## Vehicle Related Products

<b>Capped Products</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
- Class 1 or 3 public vehicle (commercial truck, for example), first application or renewal (in kg) <sup>1,2</sup> (includes cab card):		
- 0 - 2500	73.00	9.00
2501 - 3000	86.00	9.00
3001 - 3600	112.00	9.00
3601 - 4400	139.00	9.00
4401 - 5300	165.00	9.00
5301 - 6300	191.00	9.00
6301 - 7600	231.00	9.00
7601 - 9200	271.00	9.00
9201 - 11,000	323.00	9.00
11,001 - 13,000	389.00	9.00
13,001 - 16,000	469.00	9.00
16,001 - 17,999	614.00	9.00
18,000 - 19,000	640.00	9.00
19,001 - 23,000	825.00	9.00
23,001 - 28,000	1,063.00	9.00
28,001 - 34,000	1,393.00	9.00
34,001 - 41,000	1,815.00	9.00
41,001 - 49,000	2,383.00	9.00
49,001 - 51,000	2,515.00	9.00
51,001 - 53,000	2,660.00	9.00
53,001 - 55,000	2,792.00	9.00
55,001 - 57,000	2,924.00	9.00
57,001 - 59,000	3,056.00	9.00
59,001 - 61,000	3,188.00	9.00
61,001 - 63,000	3,320.00	9.00
63,001 - 63,500	3,452.00	9.00

<sup>1</sup> A \$6.00 Motor Vehicle Accident Claims Fund fee is included on these vehicle registrations.

<sup>2</sup> Prorate vehicle registrations are optional products.

## Vehicle Related Products

<b>Capped Products</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
- First application or renewal for:		
- Registration privately owned off-highway vehicle	45.00 <sup>1</sup>	9.00
- Registration drive-yourself off-highway vehicle	45.00 <sup>1</sup>	9.00
- Registration off-highway dealer	185.00 <sup>1</sup>	9.00
- Registration off-highway vehicle by government	45.00 <sup>1</sup>	9.00
- Class 1 School Bus, first application or renewal	26.00 <sup>1</sup>	9.00
- Exchange plate for new classification <sup>2</sup>	13.00	9.00
- Replace validation tab	13.00	9.00
- Operate a Class 1 public vehicle as a public service bus <sup>2</sup> , first application or renewal	106.00 <sup>1</sup>	9.00
- 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	82.00 <sup>1</sup>	9.00
- Public vehicle used for a drive-away or tow-away operation, first application or renewal	161.00 <sup>1</sup>	9.00
- Public vehicle used as a rental, motorcycle or moped not used more than 30 days, first application or renewal	45.00 <sup>1</sup>	9.00

<sup>1</sup> A \$6.00 Motor Vehicle Accident Claims Fund fee is included on these vehicle registrations.

<sup>2</sup> Prorate vehicle registrations are optional products.

## Vehicle Related Products

<b>Uncapped Products (service charge is market dependent)</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
- Personalized plates (includes Veterans plates)	185.00 +9.25 <sup>GST</sup>	**
- Replace personalized plates (includes Veterans plates)	62.00 +3.10 <sup>GST</sup>	**
- Sample plate or tab to collectors	10.00 +0.50 <sup>GST</sup>	**
- Prepaid intransit permit books	375.00	**
- Vehicle information report	13.00	**
- Vehicle registration search (current record)	15.00	**
- Courtesy Letters – Towing	30.00	**
- Vehicle index search (current record)	15.00	**
- Plate index search (current record)	15.00	**
- Vehicle “Not Found” report	15.00	**
- Vehicle historical search (includes confirmation letter)	15.00	**
- Pre-Court search (current record)	15.00	**
- Historical Pre-Court search	15.00	**
- Court certificate	15.00	**
- Application for hearing - vehicle seizure:		
- in person	250.00	**
- non-personal	125.00	**
- Application for hearing – Transportation Safety Board:		
- in person	250.00	**
- non-personal	125.00	**
- Temporary safety fitness certificates and application package	0.00	**

\*\* Price determined by registry agent.

## Vehicle Related Products

No Government Fee Products	Government Fee	Maximum Service Charge
- Vehicle registration search for government organizations	0.00	9.00
- Vehicle index search for government organizations	0.00	9.00
- Plate index search for government organizations	0.00	9.00
- Vehicle "Not Found" report for government organizations	0.00	9.00
- Vehicle historical search for government organizations (includes confirmation letter)	0.00	9.00
- Pre-Court search for government organizations (current record)	0.00	9.00
- Historical Pre-Court search for government organizations	0.00	9.00
- Replacement vehicle registration (name or address change)	0.00	7.00 *
- Client add/modify (host print)	0.00	0.00
- Cancel vehicle registration (partial refund)	0.00	9.00
- Cancel personalized plate (no refund)	0.00	9.00
- Cancel personalized plate without cancelling ownership	0.00	9.00
- Declare plates lost/stolen/returned	0.00	0.00
- Full refund (cancel registration with administration fee)	0.00	9.00
- Cancel fleet	0.00	9.00
- Vehicle park	0.00	9.00
- Modify vehicle registration (change vehicle particulars or change/add lease arrangement)	0.00	9.00
- Payment on account (excludes NSF payments)	0.00	9.00
- Record unapplied money (MTS service, Code F, etc.)	0.00	9.00
- CCMTA vehicle close out	0.00	7.00
- Vehicle creation (the vehicle's last registration was in another jurisdiction)	0.00	9.00

\* The \$7.00 service fee only applies when printing a replacement vehicle registration on-site.

## Land Titles Related Products

<b>Capped Products (a maximum service charge is set)</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
None at this time		

<b>Uncapped Products (service charge is market dependent)</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
<b>- Land Title Search (each title)</b>		
- Certified Current Title	10.00	**
- Certified Current Historical Title	10.00	**
- Certified Cancelled Title	10.00	**
- Online View of Full Certified Title	10.00	**
- Fax Certified Title	10.00	**
<b>- On-Line Document Search (each document)</b>		
- Delivered via Download/Email/Courier/Mail/Call Box	10.00	**
- Delivered via Fax	10.00	**
- Document Registration or Rejection Notice	2.00	**
<b>- Plan Search</b>		
- Survey Plan (electronic delivery)	2.00	**
- Survey Plan (physical delivery)	3.00	**
- Township Plan (electronic delivery)	2.00	**
- Township Plan (physical delivery)	3.00	**

<b>No Government Fee Products</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
- Alberta Survey Control Markers (ASCM)	0.00	**
- Soil Classification	0.00	**
- Map Print via SPIN 2 system	0.00	**
- Cemeteries Search	0.00	**

\*\* Price determined by registry agent.

## Corporate Registry Related Products

<b>Capped Products (a maximum service charge is set)</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
- Register TILMA extra-provincial corporation <sup>1</sup>	0.00	0.00
- Add/update TILMA corporation attorney <sup>1</sup>	0.00	0.00
- Amend/correct TILMA corporation <sup>1</sup>	0.00	0.00
- Name change TILMA extra-provincial corporation <sup>1</sup>	0.00	0.00
- Cancel TILMA extra-provincial corporation <sup>1</sup>	0.00	0.00

<b>Uncapped Products (service charge is market dependent)</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
<b>Business Corporations Act</b>		
- Corporation and non-profit organization searches	1.00	**
- Historical Corporation/non-profit organization searches	1.00	**
- Certificate of status - corporation and non-profit organization	5.00	**
- Historical Certificate of status - corporation and non-profit organization	5.00	**
- Incorporation of an Alberta corporation <sup>1</sup>	250.00	**
- Register Extra-Provincial corporation <sup>1</sup>	250.00	**
- Register Extra-Provincial non-profit with Exemption <sup>1</sup>	75.00	**
- Amalgamation of Alberta corporation <sup>1</sup>	250.00	**
- Register amalgamation of Extra-Provincial corporation <sup>1</sup>	250.00	**
- Articles of amendment <sup>1</sup> (name/structure change Alberta corporation)	50.00	**
- Articles of reorganization <sup>1</sup>	50.00	**
- Change of name for an Extra-Provincial corporation <sup>1</sup>	50.00	**
- Restated articles <sup>1</sup>	50.00	**
- Annual return for Alberta and Extra-Provincial corporations <sup>1</sup>	30.00	**
- Revival of Alberta corporation <sup>1</sup>	100.00	**
- Reinstatement of Extra-Provincial corporation <sup>1</sup>	100.00	**
- English/French name equivalency and registration/cancellation of assumed name <sup>1</sup>	50.00	**
- Continuance of Extra-Provincial corporation into Alberta <sup>1</sup>	250.00	**
- Continuance of Alberta companies as corporations under the BCA <sup>1</sup>	250.00	**
- Microfilm search (per corporation) <sup>1</sup>	5.00 +0.25 <sup>GST</sup>	**
- Certification: each file <sup>1</sup>	5.00 +0.25 <sup>GST</sup>	**

<sup>1</sup> Designates an optional product.

\*\* Price determined by registry agent.

## Corporate Registry Related Products

Uncapped Products	Government Fee	Maximum Service Charge
<b>Partnership Act</b>		
- Partnership & trade name searches	1.00	**
- Filing certificate of a limited partnership <sup>1</sup>	50.00	**
- Filing a declaration of partnership <sup>1</sup>	10.00	**
- Filing a declaration of change or alteration <sup>1</sup>	10.00	**
- Filing a declaration of trade name <sup>1</sup>	10.00	**
- Filing notice to amend certificate of limited partnership <sup>1</sup>	15.00	**
- Microfilm search: per partnership <sup>1</sup>	5.00 +0.25 <sup>GST</sup>	**
- Certification (per file) <sup>1</sup>	5.00 +0.25 <sup>GST</sup>	**
<b>Limited Liability Partnership</b>		
- Certificate of limited liability partnership <sup>1</sup>	50.00	**

No Government Fee Products	Government Fee	Maximum Service Charge
- Certificate of dissolution <sup>1</sup>	0.00	**
- Revocation of intent to dissolve <sup>1</sup>	0.00	**
- Appointment of receiver <sup>1</sup>	0.00	**
- Historical certification certificate, each page certified <sup>1</sup>	0.00	**
- Limited Liability Partnership annual report <sup>1</sup>	0.00	**
- Amend Limited Liability Partnership <sup>1</sup>	0.00	**
- Cancel Limited Liability Partnership <sup>1</sup>	0.00	**
- Corporation status inquiry <sup>1</sup>	0.00	**

<sup>1</sup> Designates an optional product.

\*\* Price determined by registry agent.

## Corporate Registry Related Products

No Government Fee Products	Government Fee	Maximum Service Charge
- Notice of change of head office <sup>1</sup>	0.00	**
- Notice of address <sup>1</sup> / Notice of change of address <sup>1</sup>	0.00	**
- Notice of attorney, change of attorney or alternative attorney <sup>1</sup>	0.00	**
- Notice of directors/shareholders or Notice of change of directors/shareholders <sup>1</sup>	0.00	**
- Notice of change of address of registered attorney <sup>1</sup>	0.00	**
- Letter of approval for continuance <sup>1</sup>	0.00	**
- Add/change receiver <sup>1</sup>	0.00	**
- Add/update record keeper <sup>1</sup>	0.00	**
- Change status of merged legal entity <sup>1</sup>	0.00	**
- Complete continuance to another jurisdiction <sup>1</sup>	0.00	**
- Enter bankruptcy <sup>1</sup>	0.00	**
- Enter intent to dissolve <sup>1</sup>	0.00	**
- Enter receipt of final receivership statement <sup>1</sup>	0.00	**
- Enter receipt of interim receivership statement <sup>1</sup>	0.00	**
- Initiate revival of Alberta corporation <sup>1</sup>	0.00	**
- Merge multiple legal entities <sup>1</sup>	0.00	**
- Request to cancel Extra-Provincial legal entity <sup>1</sup>	0.00	**
- Revoke cancellation of Extra-Provincial legal entity <sup>1</sup>	0.00	**
- Structure/jurisdiction change Extra-Provincial <sup>1</sup>	0.00	**
- Update trade name declarant <sup>1</sup>	0.00	**
- Dissolve limited partnership <sup>1</sup>	0.00	**
- Dissolve trade name or partnership <sup>1</sup>	0.00	**
- Service Provider correct trade name/partnership <sup>1</sup>	0.00	**

<sup>1</sup> Designates an optional product.

\*\* Price determined by registry agent.



## Personal Property Related Products

<b>Capped Products (a maximum service charge is set)</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
None at this time		

<b>Uncapped Products (service fee is market dependent)</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
<b>Registrations:<sup>1</sup></b>		
- A security agreement under the Personal Property Security Act		
- per year for optional registration from 1 to 25 years <sup>1</sup>	2.00	**
- for infinity registration life <sup>1</sup>	400.00	**
- A registration under the Sale of Goods Act or the Factors Act		
- per year for optional registration from 1 to 25 years <sup>1</sup>	2.00	**
- for infinity registration life <sup>1</sup>	400.00	**
<b>Registrations - Other Acts:<sup>1</sup></b>		
- Writ of Enforcement <sup>1</sup>	10.00	**
- Writ of Seizure and Sale (Federal Writ) <sup>1</sup>	10.00	**
- Attachment Order (infinity) <sup>1</sup>	5.00	**
- Garage Keepers' Lien (six months) <sup>1</sup>	5.00	**
- Receiver's Report (infinity) <sup>1</sup>	5.00	**
- Maintenance Enforcement Order (infinity) <sup>1</sup>	5.00	**
- Matrimonial Property Order (infinity) <sup>1</sup>	5.00	**
- Court or Statutory Order (infinity) <sup>1</sup>	5.00	**
- Land Charge (infinity) <sup>1</sup>	5.00	**
- Crown Charge (infinity) <sup>1</sup>	5.00	**
- Statutory Charge (infinity) <sup>1</sup>	5.00	**

<sup>1</sup> Designates an optional product.

\*\* Price determined by registry agent.

## Personal Property Related Products

Uncapped Products (service charge is market dependent)	Government Fee	Maximum Service Charge
<b>Renewals:<sup>1</sup></b>		
- A renewal of a registration relating to a security agreement under the Personal Property Security Act:		
- per year for optional renewal registration life from 1 to 25 years <sup>1</sup>	2.00	**
- for infinity renewal registration life <sup>1</sup>	400.00	**
- A renewal of registration under the Sale of Goods Act or the Factors Act		
- per year for optional renewal registration life from 1 to 25 years <sup>1</sup>	2.00	**
- for infinity renewal registration life <sup>1</sup>	400.00	**
<b>Renewals - Other Acts:<sup>1</sup></b>		
- Writ of Enforcement <sup>1</sup>	5.00	**
- Writ of Seizure and Sale (Federal Writ) <sup>1</sup>	5.00	**
- Garage Keepers' Lien <sup>1</sup>	5.00	**
<b>Amendment and Renewal<sup>1</sup></b>		
- An amendment and renewal of a registration relating to a security agreement under the Personal Property Security Act:		
- per year for optional renewal registration life from 1 to 25 years <sup>1</sup>	2.00	**
- for infinity renewal registration life <sup>1</sup>	400.00	**
- An amendment and renewal of registration under the Sale of Goods Act or the Factors Act		
- per year for optional renewal registration life from 1 to 25 years <sup>1</sup>	2.00	**
- for infinity renewal registration life <sup>1</sup>	400.00	**
- Writ of Enforcement <sup>1</sup>	5.00	**
- Writ of Seizure and Sale (Federal Writ) <sup>1</sup>	5.00	**
- Garage Keepers' Lien <sup>1</sup>	5.00	**

<sup>1</sup> Designates an optional product.

\*\* Price determined by registry agent.

## Personal Property Related Products

Uncapped Products (service charge is market dependent)	Government Fee	Maximum Service Charge
<b>Search Requests:</b>		
- Debtor name (individual or business name)	1.00	**
- Serial number	1.00	**
- Registration number	1.00	**
- Distribution seizure	1.00	**
- Certificate of Discharged or Expired Registration Number	1.00	**
<b>Miscellaneous:</b>		
- Photocopy of a document (per page) <sup>1</sup>	1.00	**
- Additional charge to certify a copy of above item (per registration) <sup>1</sup>	5.00	**
- Periodic reports (each registration disclosed) <sup>1</sup>	0.50	**

<sup>1</sup> Designates an optional product.

\*\* Price determined by registry agent.

## Personal Property Related Products

No Government Fee Products	Government Fee	Maximum Service Charge
<b>Amendments:<sup>1</sup></b>		
- An amendment of a registration relating to a security agreement under the Personal Property Security Act <sup>1</sup>	0.00	**
- An amendment of a registration under the Sale of Goods Act or the Factors Act <sup>1</sup>	0.00	**
<b>Amendments - Other Acts:<sup>1</sup></b>		
- Writ of Enforcement <sup>1</sup>	0.00	**
- Writ of Seizure and Sale (Federal Writ) <sup>1</sup>	0.00	**
- Attachment Order <sup>1</sup>	0.00	**
- Garage Keepers' Lien <sup>1</sup>	0.00	**
- Receiver's Report <sup>1</sup>	0.00	**
- Maintenance Enforcement Order <sup>1</sup>	0.00	**
- Railway Rolling Stock <sup>1</sup>	0.00	**
- Matrimonial Property Order <sup>1</sup>	0.00	**
- Court or Statutory Order <sup>1</sup>	0.00	**
- Crown Charge <sup>1</sup>	0.00	**
- Land Charge <sup>1</sup>	0.00	**
- Statutory Charge <sup>1</sup>	0.00	**

<sup>1</sup> Designates an optional product.

\*\* Price determined by registry agent.

## Personal Property Related Products

No Government Fee Products	Government Fee	Maximum Service Charge
<b>Discharge:<sup>1</sup></b>		
- Attachment Order <sup>1</sup>	0.00	**
- Crown Charge <sup>1</sup>	0.00	**
- Court or Statutory Order <sup>1</sup>	0.00	**
- Land Charge <sup>1</sup>	0.00	**
- Maintenance Enforcement Order <sup>1</sup>	0.00	**
- Matrimonial Property Order <sup>1</sup>	0.00	**
- Receiver's Report <sup>1</sup>	0.00	**
- Railway Rolling Stock <sup>1</sup>	0.00	**
- Security Agreement <sup>1</sup>	0.00	**
- Sale of Goods or Factors Act <sup>1</sup>	0.00	**
- Writ of Enforcement <sup>1</sup>	0.00	**
- Writ of Seizure and Sale (Federal Writ) <sup>1</sup>	0.00	**
- Garage Keepers' Lien <sup>1</sup>	0.00	**
- Statutory Charge <sup>1</sup>	0.00	**

<sup>1</sup> Designates an optional product.

\*\* Price determined by registry agent.

## Vital Statistics Related Products

<b>Capped Products (a maximum service charge is set)</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
None at this time		

<b>Uncapped Products (service charge is market dependent)</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
- Marriage licence	40.00	**
- Application for birth certificates		
- Personal Information with parentage	20.00	**
- Personal Information only	20.00	**
- Application for marriage or death certificates		
- Certified Large (marriage or death)	20.00	**
- Certified Small (marriage)	20.00	**
- Legal Name Change	20.00	**
- Photocopy of a registration		
Birth	20.00	**
Stillbirth	20.00	**
Marriage	20.00	**
Death	20.00	**
- Legal change of name	120.00	**
- Additional fee for fingerprints for each adult 18 and over	25.00	**
- Amendment to a registration	20.00	**
- Genealogical searches (for each 3-year period searched)		
Birth	20.00	**
Stillbirth	20.00	**
Marriage	20.00	**
Death	20.00	**
- Search letter (for each 3-year period searched)		
Birth	20.00	**
Stillbirth	20.00	**
Marriage	20.00	**
Death	20.00	**
Legal Name Change	20.00	**
<b>No Government Fee Products</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
- Amendment to marriage licence	0.00	**
- Registration of marriage	0.00	**

## Vital Statistics Related Products

\*\* Price determined by registry agent.

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## Health Registration Related Products\*

<b>No Government Fee Products (This is not an all inclusive list of AHCIP registration related services)</b>	<b>Government Fee</b>	<b>Maximum Service Charge **</b>
- Registration and Enrolment		
New account creation	0.00	0.00
- Account Updates/Cancellation		
Addition of newborns	0.00	0.00
Dependant additions	0.00	0.00
Addition of spouse through marriage	0.00	0.00
- Revision of registration cancellation date/reason code	0.00	0.00
- Changes to residency codes/Revision of Temporary Absence dates/code	0.00	0.00
- Cancellation of registration/reason code: Death Returning to parents account Reconciled – returning to previous account Left Alberta Left Alberta one month extended for travel Added in Error Registrant in Federal Penitentiary Registrant in RCMP Registrant in Armed Forces Left Canada	0.00	0.00
- Dependant deletions: Death Returning to parents account Reconciled – returning to previous account Left Alberta Left Alberta one month extended for travel Added in Error Registrant in Federal Penitentiary Registrant in RCMP Registrant in Armed Forces Left Canada	0.00	0.00
- Dependant reinstatements	0.00	0.00
- Status code changes (e.g. primary or dependent)	0.00	0.00
- Non-group Blue Cross start date	0.00	0.00
- Non-group Blue Cross revision start date	0.00	0.00
- Non-group Blue Cross stop date	0.00	0.00
- Registration reinstatements	0.00	0.00
- Revisions to dependants addition date	0.00	0.00
- Revisions to dependants reinstatement dates	0.00	0.00



- Revisions to dependants deletion date/code	0.00	0.00
- Revisions to registration effective dates	0.00	0.00
- Revisions to registration reinstatement dates	0.00	0.00
- Address Change	0.00	0.00
- Name Change	0.00	0.00
- DOB Change or validation	0.00	0.00
- Gender Change	0.00	0.00
- Add or maintain relationship (guardian and executor)	0.00	0.00

\* Where applicable

\*\* To Client

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## Other Products

<b>Capped Products (a maximum service charge is set)</b>	<b>Government Fee</b>	<b>Maximum Service Charge</b>
- None at this time	0.00	0.00

<b>Uncapped Products (service charge is market dependent)</b>
- None at this time

<b>No Government Fee Products</b>		
- Raffle Licences	0.00	**

\*\* Price determined by registry agent.

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**APPENDIX 3**

**PERFORMANCE STANDARDS FOR PROVISION OF REGISTRY  
SERVICES**

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## Performance Standards

Registries has developed the Consolidated Agent Reporting System (CARS) to provide registry agents with in-depth information on the performance of their agency and their personnel.

Performance will be monitored in the following areas:

- Compliance and Accountability
- Motor Vehicles
- Inventory Management
- Finance
- Corporate Registry
- Vital Statistics

Performance measurement areas may be updated as business requires.

CARS is intended to be a single report registry agents can refer to for all of their performance and reporting needs, and is comprised of two main sections:

1. Registry agent's specific performance in several different lines of business (scored) and
2. Registry agent specific reports on support calls made to Registries and monthly transaction statistics (not scored).

Registries has taken a reporting approach to CARS by comparing an agent's performance with the performance of other registry agents who have similar overall transaction volumes. Registry agents will be able to see how their performance compares to their peers in multiple areas and in overall performance. Agent's placement in a peer group will be assessed annually to ensure that, in the event transaction volumes change, agents are placed in the appropriate group.

The goal for CARS is to provide registry agents with in-depth and useful information on the performance of their agency and staff by providing detailed reporting (down to the operation level when possible) for registry agents.

**APPENDIX 4**  
**FACILITY REQUIREMENTS AND GUIDELINES**

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**FACILITY REQUIREMENTS AND GUIDELINES**

**January 2010**

Archived

# FACILITY REQUIREMENTS AND GUIDELINES

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## **PREMISES**

### **Location**

The proposed location must meet all municipal zoning requirements. The proposed location cannot be adjacent to or in a premise in which liquor is purchased or consumed.

### **Overall Structure**

Proposed structure must meet all provincial and municipal requirements for public use.

### **Accessibility**

Building must provide adequate parking for the public, including barrier-free accessibility for persons with physical, sensory and developmental disabilities.

### **Work Space**

Experience with similar operations has shown that the following space is usually needed.

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

Certain services have spatial requirements:

- Sufficient space is needed for the driver examiner to conduct confidential interviews (not necessarily dedicated space). Individual desks and a private office would be an asset.
- 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 power source and a cable connection to the network. Agents are required to enter into a services contract with the DKTS provider and pay a price per test directly to the DKTS provider.
- Vision testing equipment has a footprint of approximately six square feet and requires simultaneous use by a client and a staff member.

### **Office Security**

In the interest of providing adequate security for Registries' inventory, applicants must indicate how they will provide secure storage. The standards below are adhered to by all registry agent locations (full specifications will be provided only to successful applicants).

#### **a) Secure Storage Room**

- May be a walk-in storage room or a closet format as long as all Registries requirements are met.

#### **b) Safe/Vault**



- A vault or safe large enough to hold all controlled inventory, 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.

### d) Filing Cabinet and Cupboards

## EQUIPMENT

### Computer and Telecommunications Equipment

In order to deliver the full range of Registries' products and services, the recommended hardware and software requirements follow. This configuration will allow registry agents to run Registries' applications and other business applications, such as word processing and point of sale, on the same workstation.

### Computer

- Intel compatible 2 GHZ CPU (or higher) computer:
  - 1 GB of RAM (minimum)
  - 80 GB hard disk drive
    - 20 GB free disk space **must be** reserved for Service Alberta software
  - CD/DVD drive
  - Microsoft certified
  - Intel/Microsoft compatible keyboard with function keys (1-12)
  - Compatible mouse
  - Parallel port (if required by printer)
  - 4 USB (version 2.0) ports
    - 2 ports **must be** reserved for Service Alberta
  - Serial port
  - 10/100 T Ethernet Connection
- Caere Bar Code Decoder or equivalent input device (optional)
- 17 inch colour monitor
  - 1024 x 768 resolution
- Laser printer
  - PCL level 5
  - 64 MB RAM

### Software

A registry agent requires the following software:

- Microsoft Windows XP Pro SP3 or Microsoft Vista SP1 (with current patches)
- Microsoft Internet Explorer (version 7.x with current patches)
- Microsoft .NET (version 3.5 SP1)
- Dynacomm Software DCS used for accessing mainframe applications (version 7.0)
- Adobe Acrobat Reader (version 8.x with current patches)
- Firewall protection software or network based solution

A registry agent **must**:

- Provide their own information technology (IT) support (internally or through an IT support provider) for installs, updates and troubleshooting for all registry agent owned software.
- Download and install critical patches (security vulnerabilities) when announced by Microsoft and/or Adobe no later than 10 calendar days after release.
- Keep their firewall and virus protection software updated in a timely manner when updates are released from the product manufacturer.

**Note:**

The registry agent will be required to remove any software that is found to inhibit or cause malfunctions to the intended operation of the agent desktop workstation.

Registries is responsible for providing and maintaining government owned software.

The cost for this equipment will vary according to the number of workstations and the supplier. The number of workstations to be purchased is left to the registry agent's discretion. Registry agents are responsible for maintaining their own equipment.

New agents must also pay for the installation of SuperNet - a high capacity high-speed telecommunication network controlled by the Government of Alberta. The cost will vary dependant upon location, so an exact amount cannot be provided.

Telecommunication network charges may be included in future registry agent costs. These charges will vary dependant on the location of the registry agent.

**Other Equipment**

- As part of the driver licensing function, registry agents are required to provide vision-testing equipment according to Registries' specifications. To obtain a quote, contact the following vendor:

Topcon Canada  
5621 - 11 Street NE  
Calgary, Alberta T2E 6Z7  
Telephone Numbers: (403) 275-7545 or 1 (800) 661-8349

- Registry agents are required to obtain a fax machine and non-thermal transfer photocopier.
- A shredder or a shredding service is required.
- The operator license and identification card equipment will be provided by Registries and installed once the site is ready. All equipment owned by the Government of Alberta that is located in the registry agent's premises must be insured for specific perils.

**Supplies**

Registries will supply all required forms, licence plates and tabs. The registry agent is responsible for day-to-day office supplies.

**APPENDIX 5**

**SAMPLE**

**REGISTRY AGENT AGREEMENT**

This agreement is subject to change.

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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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### Preamble

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

AND WHEREAS the *Government Organization Act*, R.S.A. 2000, ch. 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 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;

**"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 the Province 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, ch. F-25 (“FOIPP”) 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, ch. T-6, as amended from time to time;

**“Policies”** means the *Registry Agent General Administration Manual*, the *Product Catalogue* 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, ch. F-25, as amended from time to time;

**“Registry”** means registry as defined in the *Government Organization Act*, Schedule 12, R.S.A. 2000 ch. G-6 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, ch. 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, ch. 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  
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. 283/2005), 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 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 *Freedom of Information and Protection of Privacy Act* ("FOIPP") 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.

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### ***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 recurrence.

### ***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 *Human Rights, Citizenship and Multiculturalism Act*, R.S.A. 2000, c. H-14, 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, ch. 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 \$10,000.00 dollars 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;
- (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:

	<b>Clause number</b>	<b>Contract Heading</b>	<b>Reviewable issue</b>
(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

	<b>Clause number</b>	<b>Contract Heading</b>	<b>Reviewable issue</b>
			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?
(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 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

	Clause number	Contract Heading	Reviewable issue
			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?

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

41.3 When a decision review process has been initiated with 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  
3<sup>rd</sup> Floor, John E. Brownlee Building  
10365 - 97<sup>th</sup> Street  
Edmonton, AB  
T5J 3W7

Attention: Contract Administrator  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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 and	– clause 37;



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.**

**HER MAJESTY THE QUEEN**

in Right of Alberta as Represented by the  
Minister responsible for Alberta Registries

**REGISTRY AGENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## **SCHEDULE "A"**

### **SERVICES**

## **Schedule A - List of Services**

The Registry Product Catalogue has always included services that all agents must deliver (mandatory) and some services that each agent can choose to deliver (optional) depending on their circumstances. In order to be clear on what services a specific agent is delivering to Albertans we have added a new "Schedule A" to the amended and restated agreement to track these services.

All registry agents are being asked to complete the attached "Schedule A – List of Services" form.

An electronic copy of this form is available on OwnerNet. Simply print it out, add your "P#" to the form, check off the optional services that you intend to deliver to Albertans and then return it to Agent Support.

Agent Support, Service Alberta  
3<sup>rd</sup> Floor, John E. Brownlee Building  
10365-97 Street  
Edmonton, Alberta T5J 3W7

All of the mandatory services have been listed on the left side of the sheet and the optional ones on the right. Please put a check mark next to the optional services that you wish to deliver. The form has been broken into the following registry functions:

Page 3 Driver Related Products  
5 Vehicle Related Products  
8 Land Titles Related Products  
9 Corporate Registry Related Products  
12 Personal Property Related Products  
14 Vital Statistics Related Products  
15 Other Products

In order to expedite the transition to the amended and restated agreement, please submit your completed form by October 31, 2008.

If you have questions or need assistance in completing this form, please call:

Rosemarie Radke – Agent and Contract Administrator (780) 441-2048

To call toll-free from anywhere in Alberta, first dial 310-0000.

## 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 susp:	
Application for hearing – Transportation Safety Board:	
Operator information search	
Operator “Not Found” report	
Operator historical search	
Court certificates	
Abstract of driving record	
Verification of suspension	
Photocopy of document	

Driver Related Products	
Mandatory	Optional
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 gov't orgs	
Licence or identification card return	
Licence or identification card cancel	
Update reinstatement conditions	
Merit course entry	
CCMTA operator licence close out	

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Vehicle Related Products	
Mandatory	Optional
Passenger vehicles - first application/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 incr/decr, change class)	
Duplicate registration certificate	<input type="checkbox"/> Prorate: Duplicate registration certificate
In-transit permit	
Registration for Class 2 public vehicle first app/ 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
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	

Vehicle Related Products	
Mandatory	Optional
Public vehicle used as a rental, motorcycle or moped not used more than 30 days, first application or renewal	
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 pckg	
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	
Cancel personalized plate	
Cancel personalized plate without cancelling ownership	
Declare plates lost/stolen/returned	
Full refund	
Cancel fleet	
Vehicle park	
Modify vehicle registration	
Payment on account	

Vehicle Related Products	
Mandatory	Optional
Record unapplied money (MTS service, Code F, etc.)	
CCMTA vehicle close out	
Vehicle creation (the vehicle's last registration was in another jurisdiction)	

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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	

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Corporate Registry Related Products	
Mandatory	Optional
<b>Business Corporations Act:</b>	<b>Level 1 Accreditation</b> <b>Services for Alberta and Extra Provincial Corporations</b>
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	<b>Level 2 Accreditation</b> <b>Services for Alberta Corporations</b>
	<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
	<b>Level 2 Accreditation</b> <b>Services for Extra Provincial Corporations</b>
	<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
	<input type="checkbox"/> Merge Multiple Legal Entities/Level 2 Mergers only

Corporate Registry Related Products	
Mandatory	Optional
	<input type="checkbox"/> Request to Cancel Registration
	<input type="checkbox"/> Revoke Cancellation
	<input type="checkbox"/> Reinstate Extra-Provincial/Registration
	<b>Level 3 Accreditation</b>
	<b>Services for Alberta Corporations</b>
	<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
	<b>Services for Extra- Provincial Corporations</b>
	<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
<b>Partnership Act</b>	<b>Level 1 Accreditation</b>
	<b>Services for Trade Names, Partnerships, Limited Partnerships, and Limited Liability Partnerships</b>
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
	<b>Level 2 Accreditation</b>
	<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
<b>Search Requests:</b>	<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"/> <b>Registrations – Other Acts:</b> 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"/> <b>Renewals/Status Report:</b>
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"/> <b>Renewals – Other Acts:</b>
	Writ of Enforcement, Garage Keepers' Lien
	<input type="checkbox"/> Writ of Seizure and Sale (Federal Writ)
	<input type="checkbox"/> <b>Amendment and Renewal</b>
	Registration relating to a security agreement under the Personal Property Security Act
	Registration relating to a Sale of Goods/Factors Act
	<input type="checkbox"/> <b>Amendment and Renewal – Other Acts:</b>
	Writ of Enforcement, Writ of Seizure and Sale (Federal Writ), Garage Keepers' Lien
	<input type="checkbox"/> <b>Miscellaneous:</b>
	Photocopy of a document
	Additional charge to certify a copy of above item
	Periodic reports
	<input type="checkbox"/> <b>Amendments:</b>
	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"/> <b>Amendments - Other Acts:</b> 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"/> <b>Discharge:</b> 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

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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	

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Other Products	
Mandatory	Optional
Raffle Licences	<p><input type="checkbox"/> Alberta Health Care Insurance Plan Registration Services</p> <p><b>Registration and Enrollment</b> New account creation</p> <p><b>Account Updates / Cancellation</b> Addition of newborns Dependant additions Addition of spouse through marriage</p> <p><b>Revision of registration cancellation date / reason code</b> <b>Changes to residency codes / Revision of Temporary Absence dates/code</b> <b>Cancellation of registration / reason code</b> Reasons could include the following: Death Returning to parents account Reconciled - returning to previous account Left Alberta Left Alberta one month extended for travel Added in Error Registrant in Federal Penitentiary Registrant in RCMP Registrant in Armed Forces Left Canada</p> <p><b>Dependant deletions</b> Reasons could include the following: Death Returning to parents account Reconciled - returning to previous account Left Alberta Left Alberta one month extended for travel Added in Error Registrant in Federal Penitentiary Registrant in RCMP Registrant in Armed Forces Left Canada</p> <p>Dependant reinstatements Status code changes (e.g. primary or dependent) Non-group Blue Cross start date Non-group Blue Cross revision start date Non-group Blue Cross stop date</p>

Other Products	
Mandatory	Optional
	<input type="checkbox"/> Alberta Health Care Insurance Plan Registration Services continued... Registration reinstatements Revisions to dependants addition date Revisions to dependants reinstatement dates Revisions to dependants deletion date/code Revisions to registration effective dates Revisions to registration reinstatement dates Address Change Name Change DOB Change or validation Gender Change <i>Add or maintain relationship (guardian and executor)</i>

\_\_\_\_\_  
Signature of Registry Agent Representative

\_\_\_\_\_  
Name

\_\_\_\_\_, 20\_\_\_\_  
Date



**SCHEDULE "B"**

**PREMISES**

**1234 Anywhere Street  
Hometown, Alberta  
T0O – 1O1**

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APPENDIX "A"

**SAMPLE APPLICATION FORM**

The Applicant, and its legal and beneficial owners/shareholders and directors on its behalf, hereby applies to become a Registry Agent operating under the name of \_\_\_\_\_.

At \_\_\_\_\_ in \_\_\_\_\_.  
(physical address) (city, town, village, community, etc.)

**Section A**

- All legal and beneficial owners/shareholders and directors of the Applicant (and Shareholder Corporation, if applicable) must complete the Application Form.

**Section B**

- All legal and beneficial owners/shareholders and directors of the Applicant (and Shareholder Corporation, if applicable) must complete the Personal History.

**SAMPLE**

## Section A

Name of Corporation _____	
Jurisdiction of incorporation _____	
Is the corporation in good standing?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If not incorporated in Alberta, has it been registered in Alberta?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 _____
Name _____	Voting _____ Non-Voting _____
Name _____	Voting _____ Non-Voting _____
Name _____	Voting _____ Non-Voting _____
Name _____	Voting _____ Non-Voting _____
List all Directors and their positions:	
Name _____	Position _____
Name _____	Position _____
Name _____	Position _____
Name _____	Position _____
<b>Co-Location</b>	
Is this Registry Agent co-located with any other business(es)? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, please provide details:	
Is the ownership of the co-located business the same as for the registry agent? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If no, please provide details:	

## 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 Trainer or Licensed Driver Examiner
- 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 MGN

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 owners/shareholders and directors of the Applicant and Shareholder Corporation, if applicable (attach additional copies, if necessary).

Last Name	First Name
Residence Address	
Business Address	
Home Telephone	Business Telephone
Are you a Canadian Citizen?	Yes <input type="checkbox"/> No <input type="checkbox"/> (If "No", please give details)
Do you normally reside in Alberta?	Yes <input type="checkbox"/> No <input type="checkbox"/> (If "No", please give details)
Are you over the age of 18?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you ever been refused a bond for any reason?	Yes <input type="checkbox"/> No <input type="checkbox"/> (If "Yes", please give details)
Have you ever been refused a business licence or had a business licence cancelled or suspended?	Yes <input type="checkbox"/> No <input type="checkbox"/> (If "Yes", please give details)
Are you a shareholder, director, partner, owner, employee or agent of a Driver Training school?	
Yes <input type="checkbox"/> No <input type="checkbox"/> (If "Yes", please give details)	
Are you a Driver Examiner?	
Yes <input type="checkbox"/> No <input type="checkbox"/> (If "Yes", please give details)	
Are you a Government of Alberta employee?	
Yes <input type="checkbox"/> No <input type="checkbox"/> (If "Yes", please give details)	

Does any driving school licensee have a financial interest, direct or indirect, in the operations of the Applicant?

Yes  No  (If "Yes", please give details)

Are there any civil court judgements, executions, liens or similar obligations outstanding against you because of any business or financially related matter? Yes  No  (If "Yes", please give details)

Have you had any interest or involvement with a registry agent in the past?

Yes  No  (If "Yes", please give details)

**Part 2a Business or Employment Reference**

Company Name

Contact Person

Address

Telephone

Company Name

Contact Person

Address

Telephone

**2b Financial Reference**

Company Name

Contact Person

Address

Telephone

**SAMPLE**

**2c Character Reference**

Name

Address

Telephone

## PROPOSAL ACCEPTANCE AND SPECIAL CONSIDERATIONS

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

The Applicant must indicate its / its acceptance of each of the following:

### Business and Facility Requirements

1. The Applicant agrees to abide by the Facility Requirements and Guidelines section contained in the Information Package.

Agree:

2. The Applicant agrees to offer the full range of Registries products and services listed in the Product Catalogue provided with the Information Package.

Agree:

3. 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:

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

Agree:

- 5. 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:

## DECLARATION AND CONSENT

THE APPLICANT, its legal and beneficial shareholder(s), director(s) and/or officer(s) 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 or will have any direct or indirect ownership or control of the Registry Agent Outlet.

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 \_\_\_\_\_, 20\_\_.

Per:

(company name).

**SAMPLE**

Signatures of all of the Applicant's legal and beneficial shareholder(s), director(s) and/or officer(s):

_____ Signature of Witness	_____ <b>Signature of</b> _____
_____ Name of Witness (Print Name)	_____ Name and Position (Print)
_____ Address of Witness	_____ Address
_____ Phone Number of Witness	_____ Phone Number

_____ Signature of Witness	_____ <b>Signature of</b> _____
_____ Name of Witness (Print Name)	_____ Name and Position (Print)
_____ Address of Witness	_____ Address
_____ Phone Number of Witness	_____ Phone Number



_____ Signature of Witness	_____ <b>Signature of</b> _____
_____ Name of Witness (Print Name)	_____ Name and Position (Print)
_____ Address of Witness	_____ Address
_____ Phone Number of Witness	_____ Phone Number

_____ Signature of Witness	_____ <b>Signature of</b> _____
_____ Name of Witness (Print Name)	_____ Name and Position (Print)
_____ Address of Witness	_____ Address
_____ Phone Number of Witness	_____ Phone Number

_____ Signature of Witness	_____ <b>Signature of</b> _____
_____ Name of Witness (Print Name)	_____ Name and Position (Print)
_____ Address of Witness	_____ Address
_____ Phone Number of Witness	_____ Phone Number

_____ Signature of Witness	_____ <b>Signature of</b> _____
_____ Name of Witness (Print Name)	_____ Name and Position (Print)
_____ Address of Witness	_____ Address
_____ Phone Number of Witness	_____ Phone Number

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**APPENDIX 6**

**DRIVER TESTING**

## **DRIVER TESTING**

Registry agents are responsible for driver knowledge testing, vision testing, reviewing medical documentation and issuing licences. Unless otherwise specified by Registries, road testing must be available at every registry agent location. Only licensed driver examiners can provide road testing. The registry agent is required to make arrangements through an existing licensed examiner to perform these services. Additional information on these requirements is available upon request.

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## **APPENDIX 7**

### **REGISTRY AGENT SERVICE DELIVERY MODEL**

- LEGISLATIVE AND CONTRACTUAL FRAMEWORK
- ROLES AND RESPONSIBILITIES
- KEY DIRECTIONS AND PRINCIPLES

## LEGISLATIVE AND CONTRACTUAL FRAMEWORK

- There is a legislative foundation for the delivery of registry services through the Registry Agent Network. This includes authority for the Registry Agent Agreement, which establishes the legal relationship between the government and individual registry agents.
- A number of statutes establish and govern the operation of the various registries, for example: the *Traffic Safety Act*, the *Personal Property Security Act*, the *Companies Act*, the *Registry Service Charges Regulation*, the *Business Corporations Act*, the *Vital Statistics Act* and the *Land Titles Act*. Many of the business rules and standards that registry agents must follow are determined by this legislation.
- The *Government Organization Act*, Schedule 12 establishes authority for the administration of Alberta Registries, and authority for the provision of registry services by registry agents. This schedule also establishes that registry agents are agents of the Crown when carrying out functions under the terms of their Registry Agent Agreement.
- Other general statutes such as the *Freedom of Information and Protection of Privacy Act* also guide Registries' policies and procedures.
- Any of these statutes and the related regulations may be viewed on the Internet at the Government of Alberta home page located at <http://www.alberta.ca>.
- The Registry Agent Agreement establishes the legal relationship between the government and individual registry agents, and outlines the key responsibilities and obligations of the parties. 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 the related government fees and service charges. Regulation, ministerial order or other authority as prescribed by statutes has established all fees.

## **ROLES AND RESPONSIBILITIES**

This document sets out the roles and responsibilities for Registries and registry agents for the delivery of services through the Registry Agent Network.

### **ROLE OF ALBERTA REGISTRIES**

#### **Setting Standards**

- The legislative and contractual framework for the Registry Agent Network establishes a broad context for detailed policies and procedures. Registries is responsible for developing these and may consult registry agents in doing so.
- This includes the responsibility for developing performance standards for registry agents within the context of the Registry Agent Agreement.

#### **Maintaining Standards**

- Registries will monitor the performance of registry agents against established standards through ongoing review of documents and exception reports, site visits, audits and investigations as required.
- Registries will assess customer satisfaction with the delivery of services through the Registry Agent Network and will publish the results.
- Registries will follow up on any consumer complaint with a specific service, in consultation with the registry agent from whom the service was obtained.

#### **Provide Support for Service Delivery**

- Registries will provide support to registry agents to assist them in delivering services in accordance with standards.
- This will include limited training upon the opening of a new Registry Agent Outlet, policies and procedures manuals and/or user guides, business contacts for guidance on the proper way to deliver services, and technical advice and intervention to address problems with information technology systems that are within the responsibility of government.

#### **Provide Infrastructure and Improve Efficiency**

- Registries is responsible to maintain the information technology systems that enable the delivery of service through the Registry Agent Network.
- Registries will strive to continually improve the efficiency and effectiveness of these systems.

### **ROLE OF REGISTRY AGENTS**

#### **Setting Standards**

- Within the context of the Registry Agent Agreement, agents as independent contractors have wide latitude to determine and arrange staffing, hours of service, marketing strategy and limited determination of product focus.
- Registry agents also have the ability to determine the pricing of service charges, within the parameters of the Product Catalogue.
- Registry agents are encouraged to provide suggestions and input to Registries in regard to policy standards.

### **Maintaining Standards**

- Because they are accountable for their staff, registry agents are responsible for ensuring that services are provided in accordance with the standards established by Registries.
- Registry agents are responsible to immediately report any significant breach of standards to enable Registries to address the issue appropriately.
- Registry agents are responsible for assuring customer satisfaction with services provided from their own office, and to report general customer service issues related to products or policies.

### **Provide Support for Service Delivery**

- Registry agents are responsible for ensuring that their staff utilize policies and procedures to maintain standards for service delivery.
- Registry agents are responsible to ensure that their staff receives training offered by Registries to improve their competency.
- Registry agents are encouraged to provide suggestions for the improvement of policies and procedures.

### **Provide Infrastructure and Improve Efficiency**

- Registry agents are responsible for providing equipment to meet the basic technical requirements established by Registries and for ongoing maintenance of their equipment.
- Registry agents are encouraged to provide suggestions for the improvement of information technology systems, and to become involved in development projects.

## KEY DIRECTIONS AND PRINCIPLES

The Registry Agent Network is a primary mechanism through which Registries carries out its core business, which is to provide an environment that ensures excellence in the delivery of licensing and registration services to Albertans.

The principles of operation for the Registry Agent Network are aligned with the key directions of Service Alberta as outlined in the Ministry's Business Plan.

### Business Plan

Each Ministry of the Government of Alberta has a three-year Business Plan that is updated each year. The Business Plan outlines the key directions, goals and strategies for the Ministry, and establishing expenditure and revenue targets for the business-planning period.

### Principles

In the context of the Business Plan, following are principles for the operation of the Registry Agent Network.

#### 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 (motor vehicles and vital statistics).
- Registries has established standards and processes to maintain accountability for the delivery of registry services through the Registry Agent Network: the Registry Agent Agreement; policies and procedures; performance standards; a program of routine and special audits and site inspections; facility guidelines and technical equipment specifications; and a process for initiating investigations of client complaints or any other concerns.
- Registries has established an official logo to assist registry agents in identifying to the public that they are authorized representatives of Alberta Registries.

#### Partnerships

- The Registry Agent Network is an example of a government partnership with the private sector to improve the efficiency and cost-effectiveness of service delivery.
- One of the main objectives in establishing the Registry Agent Network is to improve accessibility to registry services. Involvement by the private sector improves the capacity of government to respond to changing demands for service.
- Registries will continue to invest in information technology systems to increase the efficiency of registry service delivery.
- Registries provides 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 will have reasonable opportunities to obtain revenue to ensure that the Registry Agent model continues to be economically viable.
- Registry agents will be encouraged and supported in their efforts to be self-sufficient in providing services. Registries will provide updated policies and procedures, which promote the objective of self-sufficiency. Registry agents will be expected to use all of these aids effectively to become self-sufficient.

### **Communications**

- Registries is committed to maintaining open communication with registry agents and their appointed representatives in order to achieve excellence in service delivery.
- Registry agents will be provided opportunities wherever possible to participate meaningfully in the development of new products and services and information systems, and in the improvement of existing products and systems.
- Registries will conduct customer satisfaction surveys to determine the acceptability of service delivery through the Registry Agent Network, and will publicize the results of these surveys.
- Any client complaint to Registries will be followed up with the registry agent involved in the delivery of the service and any required action will be determined in consultation with that agent.
- Registry agents are responsible to report general customer complaints about Registries policies and procedures and to make their best efforts to explain the rationale of policies and procedures to their customers.

### **Flexible Solutions**

- Registry agents are required to deliver a standard suite of products and services in order to provide equitable and convenient access to basic services for all Albertans.
- Within this context, Registries promotes flexibility in the delivery of services in a number of ways. Some products have been designated as "optional" offerings in recognition that demand is regionally variable and that specialized accreditation may be required to deliver some services consistently in accordance with standards. Registry agents are individually responsible to balance these factors in determining whether to offer specific optional services. If these services are not provided and local demand exists, customer complaints are likely to occur.
- Wherever feasible, service charges for products will be uncapped, in order to allow the market to determine the appropriate service charge.
- Relocations of registry outlets within municipal boundaries will be considered and facilitated by Registries in order to allow the Registry Agent Network to adjust to market conditions.
- Additional Registry Agent Outlets will be considered where there is a public demand for additional service and the transaction volume in that location indicates a need for an enhancement to the existing service.

## **Government Goals**

- The Registry Agent Network is suitable for the delivery of various government services and programs, and Registries will encourage and facilitate this development within government.
- Registries will work cooperatively with other government departments to achieve common legislative and policy objectives using the Registry Agent Network wherever appropriate.

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