

WORKER ACCOMMODATION PROJECT AGREEMENT

SCHEDULE 15

RECORDS

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WORKER ACCOMMODATION PROJECT AGREEMENT

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RECORDS

1 INTERPRETATION

1.1 Definitions

In this Schedule 15 [Records], in addition to the definitions set out in Schedule 1 [Definitions and Interpretation]:

“**Records**” has the meaning in Section 2.1 of this Schedule 15 [Records].

2 GENERAL REQUIREMENTS

2.1 Retention of Records

Project Co will retain and maintain all the records and reports (including superseded records and reports) referred to in Section 3 of this Schedule 15 [Records] (collectively the **Records**) as follows:

- (a) in accordance with this Agreement, including Schedule 2 [Design and Construction Protocols], Schedule 5 [Submittals Procedure], Schedule 7 [Environmental Obligations], Schedule 8 [Quality Management], Schedule 10 [Safety] and this Schedule 15 [Records];
- (b) in an accurate, complete, legible, readily identifiable, readily retrievable and organized manner, complete with computer generated and searchable meta-data;
- (c) in a form that is capable of audit;
- (d) in accordance with the requirements of Good Industry Practice and all applicable Laws;
- (e) in accordance with IFRS, as applicable; and
- (f) in sufficient detail, in appropriate categories, consistent with the record classification requirements described in Appendix 15A [Record Classification Requirements], and generally in such a manner to enable each party to comply with its obligations and exercise its rights under this Agreement.

2.2 Original Records, in Electronic Form

Project Co will maintain all electronic data, records and reports, in a complete, readable and accessible form. Project Co will retain all such records so that BC Hydro will be able to receive all records created as part of this Agreement that are required for the ongoing operations, maintenance, and eventual disposal of any BC Hydro asset, facility, components, equipment or property delivered or impacted as part of the work.

2.3 Destruction of Records and Delivery to BC Hydro

Prior to destroying or disposing of any Records, Project Co will give BC Hydro not less than 60 days' written notice of Project Co's intention to destroy or dispose of Records, together with details of the Records to be destroyed or disposed of. If, within such 60 day period, BC Hydro gives notice to Project Co that BC Hydro wishes to receive any of the Records, then Project Co will, at BC Hydro's cost and expense, deliver up such Records to BC Hydro in the manner and at the location or locations as BC Hydro specifies, acting reasonably.

If, from time to time, BC Hydro agrees to accept the long term retention of specific Records using electronic storage media (which must include secure back-up facilities), Project Co will make or supply, or have made or supplied, the Records in such agreed upon form.

3 NATURE OF RECORDS

3.1 Required Records and Retention Periods

Project Co will retain, and will require its Project Contractors to retain, the following:

- (a) this Agreement, agreements with Subcontractors, including all amendments to such agreements for a period of ten years after the Termination Date
- (b) the "Record" drawings, plans, records and other documentation required under Schedule 2 [Design and Constructions Protocols], Schedule 6 [Specifications and Drawings] and Schedule 29 [BC Hydro Offices – Specifications and Drawings] for a period of ten years after the Termination Date;
- (c) all documents relating to all Permits, including applications, refusals and appeals, for a period of ten years after the expiry date of the relevant Permit;
- (d) all electronically and manually recorded information, notices, reports (including test reports, results and certificates) and other documents relating to the Design and Construction and Services, the Worker Accommodation Area and any other such documents described in Schedule 2 [Design and Construction Protocols], Schedule 6 [Specifications and Drawings] or in Schedule 29 [BC Hydro Offices – Specifications and Drawings] for a period of ten years after the Termination Date;
- (e) all records relating to any inspections of the Design, Construction and Services conducted under applicable Laws or by or for any Governmental Authority for a period of ten years after the Termination Date;
- (f) all orders or other requirements issued to Project Co by any Governmental Authority for a period of ten years after such order or requirement has been satisfied by Project Co;
- (g) all electronically or manually recorded reports and information related to quality management and other records described in Schedule 8 [Quality Management], for a period of ten years after creation of such reports and information;
- (h) all electronically or manually recorded reports and information related to safety and security management, including the date and time of any incidents and any other records described in Schedule 10 [Safety], for a period of ten years after creation of such reports and information;
- (i) all electronically or manually recorded reports and information related to environmental protection, including the date and time of any environmental incidents and any other records described in Schedule 7 [Environmental Obligations], for a period of twenty years after creation of such reports and information;
- (j) all electronically or manually recorded reports and information related to environmental management, including the date and time of any environmental incidents and any other records described in Schedule 7 [Environmental Obligations], for a period of twenty years after creation of such reports and information;

- (k) all electronically or manually recorded information and documents related to external relations, including public, stakeholder, government agency and first nations for a period of ten years after the Termination Date;
- (l) all electronically or manually recorded reports and information related to environmental remediation and waste disposal, including the date and time of any incidents, for a period of twenty years after creation of such reports and information;
- (m) invoices and payments, including relevant calculations for a period of ten years after the end of the fiscal year within which they were created;
- (n) all documents relating to events of Force Majeure and the consequences of such events for a period of ten years after the relevant event occurred, or in the case of a matter in Dispute, for a period of ten years after a determination has been made with respect to such Dispute;
- (o) all notices delivered to or received from Hydro's Representative for a period of ten years after receipt;
- (p) all documents relating to a referral to the Dispute Resolution Procedure for a period of ten years after a determination has been made with respect to such referral;
- (q) all documents submitted in connection with any Change for a period of ten years after the Termination Date;
- (r) all records required by Law (including in relation to health, safety, environmental and waste management matters) to be maintained by Project Co with respect to the Design, Construction and Services for a period of ten years after creation of such records, or such other retention period determined by Law, whichever is longer;
- (s) all documents relating to insurance and insurance claims for a period of ten years after the relevant claim is settled;
- (t) records of all internal and external meetings, including any minutes, presentation materials and other documents produced for, or in respect of, such meetings, for a period of ten years after the Termination Date;
- (u) all other records, notices or certificates required to be produced or maintained by Project Co pursuant to the express terms of this Agreement for a period of ten years after the Termination Date;
- (v) with respect to all other records, documents, reports and drawings of any kind whatsoever for which there is no specified retention period set out in this Agreement, not less than ten years from the date of creation of such records, documents, reports and drawings; and
- (w) all documents relating to the appointment and supervision of the Independent Certifier for a period of ten years after the Termination Date.

4 RIGHT OF ACCESS TO RECORDS AND AUDITS

4.1 Right of Access to Records

BC Hydro, including its authorized agents and representatives, may at any time and from time to time, during the Term or at a time during the retention periods outlined in this Schedule 15 [Records], at BC Hydro's expense, upon reasonable written notice to Project Co, inspect any Record for the purpose of obtaining or verifying any information relevant to the completed Design and Construction or the Services

(including for any maintenance, repair, alteration, renovation or other such work), or relevant to other BC Hydro assets.

4.2 Right of Audit

Project Co will, upon reasonable written notice, make any and all Records available to BC Hydro and its authorized agents and representatives, during the performance of the Design, Construction and Services and during any period of retention as described in this Schedule 15 [Records] for review and audit. Project Co will, upon written request from Hydro's Representative within such time periods, provide BC Hydro with a copy of any such Records in a form satisfactory to BC Hydro, acting reasonably.

4.3 Audit Not a Waiver

No audit conducted by BC Hydro will at any time constitute approval or acceptance of any Design, Construction or Services under this Agreement, nor be considered a waiver by BC Hydro of any of the terms of this Agreement or its rights at Law, nor relieve Project Co of any of its duties, obligations or responsibilities under this Agreement to perform the Design, Construction and Services in accordance with the requirements of this Agreement.

WORKER ACCOMMODATION PROJECT AGREEMENT

APPENDIX 15A

RECORD CLASSIFICATION REQUIREMENTS

For record and report retention purposes, Project Co will classify in a manner consistent with, and assign the applicable record retention class or classes, as described in the following table, to each record and report referred to in Section 3.1 of this Schedule 15 [Records].

Record Retention Class	Description
WA-001	Agreement, agreements with Subcontractors, including all amendments to such agreements
WA-002	Drawings, plans, records and other Design, Construction or Services documentation
WA-003	Permits, including applications, refusals and appeals
WA-004	Notices, reports (including test reports, results and certificates) and other documents relating to Design, Construction or Services
WA-005	Records relating to any inspections
WA-006	Orders or other requirements issued to Project Co by any Governmental Authority
WA-007	Reports and information related to quality management
WA-008	Reports and information related to safety and security management including incidents and events
WA-009	Reports and information related to environmental protection including incidents and events
WA-010	Reports and information related to environmental management including incidents and events
WA-011	Documents related to external relations, including public, stakeholder, government agency and first nations
WA-012	Information related to environmental remediation and waste disposal

Record Retention Class	Description
WA-013	Invoices and payments, including relevant calculations, statements, manifests, receipts, vouchers, calculations, reports, data, time and material costing records with respect to the performance of the Design, Construction or Services undertaken on a time and materials or cost plus basis (and for certainty, excluding such documents with respect to Project Co's prices for the fixed price portion of the Design, Construction or Services)
WA-014	Documents relating to events of Force Majeure and the consequences of such events
WA-015	Documents relating to events of Force Majeure and the consequences of such events in the case of a matter in Dispute
WA-016	Notices delivered to or received from Hydro's Representative
WA-017	Documents relating to a referral to the Dispute Resolution Procedure
WA-018	Documents submitted in connection with any Change
WA-019	Records required by Law to be maintained by Project Co with respect to the Design, Construction or Services
WA-020	Documents relating to insurance and insurance claims
WA-021	Records of all internal and external meetings, including any minutes, presentation materials and other documents produced for, or in respect of, such meetings
WA-022	All other records, notices or certificates required to be produced or maintained pursuant to the express terms of the contract
WA-023	All other records, documents, reports, drawings, of any kind whatsoever for which there is no specified retention period
WA-024	Documents relating to the appointment and supervision of the Independent Certifier