

NON-DISCLOSURE AGREEMENT

Review of a Copy of Report prepared by Ernst & Young LLP regarding BC Housing (Third Party)

In accordance with section 25(1)(b) of the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165 (“**FOIPPA**”), the Minister of Housing (the “**Minister**”) has made a preliminary decision that it is in the public interest to disclose information in a report (the “**Report**”) prepared by Ernst & Young LLP entitled ‘Investigation of BC Housing Report of Observations and Recommendations’ dated March 6, 2023 regarding the BC Housing Management Commission (“**BC Housing**”) to the public.

Section 25(3)(a) of FOIPPA requires the Minister to notify any third party to whom the information in the Report relates prior to disclosing the Report. The Minister has invited third parties to make written representations to him respecting:

1. the Minister’s preliminary decision to disclose information in the Report to the public; and
2. any other representations third parties would like to make in relation to this notice.

The Minister’s decision (“**Decision**”) as to what will be publicly disclosed will depend, in part, on the representations the Minister receives from any third parties to whom information in the Report relates. Until the Minister has made the Decision as to what will be publicly disclosed, the information contained in the Report is to be held in the strictest confidence and must not be viewed, shared, or discussed, except as required for the limited purpose of permitting third parties to make representations.

Third parties who wish to review the Report for the purpose of making representations must enter into this non-disclosure agreement (the “**Agreement**”).

1. Brendan Hodge, Deputy Supervisor, Ministry of Attorney General or his delegate, authorized in writing, is responsible for this Agreement (the “**LSB Representative**”).
2. The person signing this Agreement (the “**Undersigned**”), may view a watermarked copy of the Report provided to their legal counsel, if that counsel has entered in a non-disclosure agreement and accompanying undertaking (the “**Review**”), on the basis that the Undersigned agrees as follows:
 - a. to keep information in the Report strictly confidential, and to not, directly or indirectly, copy, transmit, reproduce, make available, sell, discuss or disclose the Report or any of the contents of Report, including any communications or materials related to the Report or the Review, except as set out at sections 3 and 4 of this Agreement;
 - b. not to make any copies of the Report or any portions thereof, or use any electronic communication device while reviewing the Report.

3. The provisions of this Agreement do not apply to the extent that:
 - a. the disclosure of the Report or information contained in the Report is expressly permitted in writing by the LSB Representative;
 - b. the Report or information contained in the Report has been publicly released by the Minister; or
 - c. the disclosure of the Report or information contained in the Report is required by law.
4. The Undersigned may take notes regarding the Report, discuss the Report or information contained in the Report with their legal counsel, and may use information contained in the Report for the limited purpose of permitting the Undersigned to make representations to the Minister in respect of the Decision.
5. The Undersigned acknowledges that:
 - a. the Report and the information contained therein is protected by provisions of FOIPPA, and other applicable privileges, conventions, and laws; and
 - b. in providing the opportunity to review the Report under the terms of this Agreement, the Minister of Housing, the Office of the Premier, the Attorney General of British Columbia, and His Majesty the King in right of the Province of British Columbia (collectively, the “**Province**”) do not intend to waive, defeat or negate any privilege or confidence, or any other protection provided by law, that applies to the Report,and the Undersigned will treat the Report and the information contained therein in such a way as to uphold and maintain those privileges and conventions.
6. The Undersigned acknowledges and agrees that the confidentiality obligations set out in this Agreement are ongoing and remain in force indefinitely and that the Undersigned may be asked to sign additional confidentiality undertakings for specific matters. Where so asked, the Undersigned acknowledges and agrees that this Agreement remains in effect and is not replaced by any subsequent non-disclosure agreement unless that subsequent non-disclosure agreement expressly states that it replaces this Agreement.
7. The Undersigned will immediately notify the LSB Representative if the Undersigned receives a request under FOIPPA, the *Personal Information Protection Act* or similar legislation, or a summons, subpoena, order, or similar instrument or otherwise becomes subject to a legal obligation requiring disclosure of any information covered by this Agreement.
8. The Undersigned acknowledges and agrees that irreparable damage to the Province would occur in the event that the Undersigned were to breach any provision of this Agreement and that monetary damages may not be a sufficient remedy for a breach by the Undersigned of this Agreement. Accordingly, the Undersigned agrees that, in addition to any other remedy to which the Province may be entitled at law or in equity, the Province will be entitled to injunctive relief to prevent breaches of the provisions of

this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction.

9. The Undersigned will indemnify and hold the Province harmless from and against any and all claims, suits, losses, damages, costs, or expenses, including reasonable legal fees incurred or suffered by the Province as a result of any breach of this Agreement by the Undersigned.

The Undersigned understands, acknowledges, and agrees to all statements in this Agreement and understands and will comply with the commitments outlined herein.

_____  _____

_____ 4/19/2023 _____
(date)

_____  _____
(print name)