

CONFLICTS OF INTEREST

1. The Consultant and the Consultant's employees:

(1) Shall conduct their duties related to the Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring their impartiality into question;

(2) Shall not influence, seek to influence, or otherwise take part in a decision of the Minister, knowing that the decision might further their private interests;

(3) Shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to the Contract, that causes, or would appear to cause, a conflict of interest, and

(4) Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to the Contract, and if such financial interest is acquired during the term of the Contract, the Consultant shall promptly declare it to the Minister.

2. A breach of the conflict of interest clauses of this agreement constitutes grounds for termination of the agreement, should the Minister deem such action appropriate.

INFORMATION DISCLOSURE

1. All information provided by either party to the other party is subject to the disclosure and protection provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta), ("the FOIPP Act"). The FOIPP Act allows any person a right of access to records in the Minister's custody or control, subject to limited and specific exceptions as set out in the FOIPP Act.

2. The Consultant may identify those parts of any submission from the Consultant to the Minister that the Consultant considers confidential and what harm could reasonably be expected from disclosure. The Minister does not warrant that this identification will preclude disclosure if disclosure is determined to be required under the FOIPP Act.

3. Deliverables produced by the Consultant, which are the property of the Minister under the Contract, could be considered records under the control of

a public body and could therefore also be subject to the FOIPP Act before delivery to the Minister.

4. Before disclosing to the Minister any individual's personal information, the Consultant shall obtain the consent of the affected individual. The consent must be in writing and must specify to whom the personal information can be disclosed and how the personal information can be used.

OWNERSHIP OF DELIVERABLES AND OF COPYRIGHT

1. Deliverables required by the Contract become the property of the Minister upon the earliest of their delivery to the Minister or termination of the Contract.

2. In accordance with the *Copyright Act (Canada)*, any copyright arising out of the performance of the Services, including any copyright arising out of the creation of deliverables, belongs to the Minister.