

November 03, 2022

2023 GENERAL RATE APPLICATION  
Undertaking #4 Transcript Page 411

---

**Undertaking #4**

For the Corporation to produce a copy of its engagement letter with Mercer for the compensation study

**RESPONSE:**

Please see following appendices:

- *Appendix 1 - Mercer Project Plan 2022 10 19*
- *Appendix 2 - MPI and Mercer Agreement Oct 5 2022*

Despite multiple requests, Mercer has yet to confirm that MPI can file its PIF Market Benchmarking and Structure Reviews dated October 12, 2022 with the PUB and, if so, whether the document contains confidential material. As a result, MPI is presently unable to file this Review.

**Manitoba Public Insurance - Market Benchmarking & Salary Structure / Wage Schedule Review**

Last Updated: October 19, 2022

**Mercer Project Team:**

Ailsa Forsgren: ailsa.forsgren@mercer.com

Kristi Robins: kristi.robins@mercer.com

**Status: Legend:**

- Complete
- In Progress
- Not Started
- Timeline
- Important Dates (Meetings, Calls, Mercer Deliverables)
- Holiday

Step	Activity	Status	September				October				November				December				January					Mercer Comments		
			05	12	19	26	03	10	17	24	31	07	14	21	28	05	12	19	26	02	09	16	23		30	
<b>1.0 Project Planning, Information Gathering, and Management</b>																										
1.1	Hold project planning / kickoff call	Complete																								
1.2	Provide detailed project plan	Complete																								
1.3	Request information from MPI for Out-of-Scope and In-Scope groups (comparator markets, ee data file, benchmark job list with matches)	Complete																								
1.4	Review data request and provide required data / documentation	Complete																								
1.5	Review requested data, clarify any items as needed, request any additional data	In Progress																								
<b>2.0 Out-of-Scope Benchmarking and Pay Range Update</b>																										
2.1	Identify list of approx. 125 benchmark positions to include in the market review and MBD survey matches (and provide to Mercer)	Complete																								
2.2	Conduct statistical analysis of market data for benchmark jobs	Not Started																								
2.3	Review statistical analysis with MPI team and incorporate feedback (1 hour)	Not Started																								
2.4	Analyze market data on a grade, job family and overall basis	Not Started																								
2.5	Develop recommendation on job family vs single structure	Not Started																								
2.6	Develop updated salary ranges for recommended structure model	Not Started																								
2.7	Conduct impact analysis of employee placement in recommended ranges and supporting costing details	Not Started																								
2.8	Meeting to discuss findings (1.5 hours)	Not Started																								
<b>3.0 In-Scope Benchmarking and Pay Range Update</b>																										
3.1	Identify list of approx. 160 benchmark positions to include in the market review and MBD survey matches	Complete																								
3.2	Conduct statistical analysis of market data for benchmark jobs	Not Started																								
3.3	Review statistical analysis with MPI team and incorporate feedback. Discuss bargaining outcomes and impact on step 3.4 (1.5 hours)	Not Started																								
3.4	Develop recommendation on revised pay ranges and step progression to achieve market alignment and address issues with current progression model	Not Started																								
3.5	Meeting to discuss findings (1.5 hours)	Not Started																								



An Agreement for Services dated the 5<sup>th</sup> day of October 2022.

**BETWEEN:**

**THE MANITOBA PUBLIC INSURANCE CORPORATION**  
(called “**Manitoba Public Insurance**”)

- and -

**MERCER (CANADA) LIMITED**  
(called the “**Vendor**”)

**WHEREAS:**

- A. Manitoba Public Insurance requires market benchmarking and a review of the salary structure / wage grid for out-of-scope and in-scope jobs, as more particularly described in this Agreement (the “**Services**”); and,
- B. Manitoba Public Insurance wishes to engage the Vendor and the Vendor wishes to be engaged by Manitoba Public Insurance to provide the Services in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals, terms, conditions and covenants contained herein, it is hereby agreed as follows:

**1.00 TERM OF AGREEMENT**

- 1.01 This Agreement comes into effect as of October 5, 2022, and shall continue until and including January 31, 2023 (the “**Term**”), unless otherwise terminated, suspended or extended in accordance with the terms and conditions of this Agreement.

**2.00 SERVICES TO BE PROVIDED**

- 2.01 The Vendor agrees to be bound solely by this Agreement. For greater certainty, “**Agreement**” means this agreement, any schedules attached hereto, and any statement of work and/or other document incorporating or made pursuant to this Agreement. If the Vendor begins the Services before the start of the Term, all Services provided by the Vendor before the start of the Term will be considered to have been provided under all of the terms and conditions of this Agreement.

- 2.02 Manitoba Public Insurance agrees to retain the Vendor to perform the Services, which are further detailed in the Service Requirements attached as Schedule B. The Vendor agrees to perform such Services during the Term, on the terms and conditions set out in this Agreement and as directed by Manitoba Public Insurance, to its reasonable satisfaction.
- 2.03 The Vendor shall also perform the Services as detailed in any statement of work, project initiation form and/or other document incorporating, or made pursuant to this Agreement. Notwithstanding the foregoing, the Vendor is authorized to perform any Services prior to any finalization of any statement of work, project initiation form or other document incorporating, or made pursuant to this Agreement, if prior written permission to perform such Services is provided by Manitoba Public Insurance.

### **3.00 VENDOR'S FEES**

- 3.01 Subject to the following subsections, in consideration of Services performed to the reasonable satisfaction of Manitoba Public Insurance during the Term, Manitoba Public Insurance agrees to pay to the Vendor the fees as agreed to in the project initiation form made pursuant to this Agreement.
- 3.02 The Vendor shall provide invoices to Manitoba Public Insurance. All Services listed on an invoice must have been completed by the Vendor prior to that invoice being submitted to Manitoba Public Insurance. All invoices shall be in writing and satisfactory to Manitoba Public Insurance, acting reasonably, in both form and content. The Vendor shall also provide to Manitoba Public Insurance such supporting documents, vouchers, statements and receipts as may be requested by Manitoba Public Insurance acting reasonably.
- 3.03 Manitoba Public Insurance shall pay the invoice within thirty (30) days after the receipt and approval of an invoice and any supporting materials requested under Section 3.02. In the event any invoice is not satisfactory, Manitoba Public Insurance shall notify the Vendor of the problem within seven (7) days of receipt of invoice.
- 3.04 If Manitoba Public Insurance in good faith (i) disputes any invoice on the grounds that there is an objectively verifiable error in any invoice; or (ii) disputes the adequacy or correctness of any supporting documentation provided in connection with any invoice, then Manitoba Public Insurance may withhold the disputed portion of the invoice until the dispute is resolved. The parties shall work promptly to resolve any such disputes. Manitoba Public Insurance will advise the Vendor of the amount of the invoice Manitoba Public Insurance considers to be in dispute and the basis for such dispute, and will pay any undisputed portion in accordance with this Article 3.00. Payment by Manitoba Public Insurance shall not preclude Manitoba Public Insurance from questioning any fees or charges Manitoba Public Insurance believes to be improper or incorrect.

- 3.05 Those undisputed invoiced amounts not paid by Manitoba Public Insurance within thirty (30) days of receipt and approval, shall bear interest from the thirty-first (31st) day at the prime rate in effect on that day at the Winnipeg main branch of the Bank of Montreal.
- 3.06 Where not tax-exempt, Manitoba Public Insurance shall also pay all applicable sales and use taxes. Manitoba Public Insurance is exempt from the Goods and Services Tax and the Harmonized Sales Tax. The applicable Goods and Services Tax and Harmonized Sales Tax exemption information is attached hereto as Schedule C.
- 3.07 Unless explicitly stated otherwise in this Agreement, Manitoba Public Insurance shall reimburse the Vendor for reasonable out-of-pocket expenses relating to the provision of the Services if:
- (a) such expenses were reasonably required for the performance of the Services;
  - (b) prior written permission to incur such expenses was first obtained from Manitoba Public Insurance;
  - (c) the Vendor uses the most economical rates possible for the expenses;
  - (d) the Vendor provides receipts and/or supporting documents to the satisfaction of Manitoba Public Insurance, unless it is agreed that submission of receipts for certain categories of expenses is not required (e.g. a per diem approach); and,
  - (e) reimbursement to the Vendor for out-of-pocket expenses shall be in accordance with the amounts and guidelines set out in the Manitoba Public Insurance's Corporate Directives.

Manitoba Public Insurance shall not be responsible for payment of any other expenses incurred by the Vendor in the performance of this Agreement.

- 3.08 The Vendor shall advise Manitoba Public Insurance if any non-resident of Canada will be, or has performed any of the Services in Canada. Manitoba Public Insurance may withhold and/or remit any taxes or duties required by federal, provincial, or municipal law in relation to the purchase or performance of the Services.

#### **4.00 STANDARD TERMS & CONDITIONS**

- 4.01 The parties agree to comply with the additional terms and conditions which are attached hereto as Schedule A, and acknowledge that such terms and conditions form an integral part of this Agreement.
- 4.02 To the extent there is a conflict or inconsistency, the following is the order of precedence of documents comprising this Agreement:

- (a) the main body of this Agreement and Schedule B;
- (b) Schedules A and C; and
- (c) unless otherwise explicitly stated in a given statement of work or other document, any statements of work or other documents incorporating or made pursuant to this Agreement.

## 5.00 NOTICES

5.01 Any notice or other communication under this Agreement shall be delivered:

To the Vendor:

Attention: Ailsa Forsgren  
Mercer (Canada) Limited  
550 Burrard Street, Suite #900  
Vancouver, British Columbia V6C 3S8  
Ailsa.forsgren@mercer.com

To Manitoba Public Insurance:

Attention: Manager, Strategic Sourcing & Vendor Management  
Manitoba Public Insurance  
P.O. Box 6300, 234 Donald Street  
Winnipeg MB R3C 4A4  
Email: [purchasingservices@mpi.mb.ca](mailto:purchasingservices@mpi.mb.ca)

5.02 Any notice or communication:

- (a) sent by registered mail shall be deemed to have been received on the third business day following the date of mailing;
- (b) sent by facsimile or other electronic transmission (including email) shall be deemed to have been received on the day of transmission; and,
- (c) sent by courier or personal delivery shall be deemed to have been received on the day that it was delivered.

This Agreement has been executed on behalf of each party by their duly authorized representatives.

for **THE MANITOBA PUBLIC  
INSURANCE CORPORATION**

for **MERCER (CANADA) LIMITED**

Per: Digitally signed by Lisa Gendreau  
Date: 2022.10.14 13:32:38  
-05'00'  
Lisa Gendreau  
Vice President & Chief People Officer

Per: *A. Forsgren*  
Ailsa Forsgren  
Partner

Date: 10/14/22

Date: 10/14/22

Per: Digitally signed by Chad Muir  
Date: 2022.10.14 13:12:52  
-05'00'  
Chad Muir  
Director of Strategic Sourcing and  
Vendor Management

Date: 10/14/22

# SCHEDULE A

## MANITOBA PUBLIC INSURANCE TERMS AND CONDITIONS





MANITOBA  
PUBLIC INSURANCE

## SCHEDULE A TERMS AND CONDITIONS

### 1.00 SCOPE

- 1.01 Manitoba Public Insurance and the Vendor agree that any work performed by the Vendor outside the scope of the Services without prior written approval of Manitoba Public Insurance shall be deemed to be gratuitous on the Vendor's part, and Manitoba Public Insurance has no liability with respect to such work.
- 1.02 Manitoba Public Insurance reserves the right to change, modify, delete or add to the Services, if necessary, and acting reasonably. In addition to the foregoing, the Vendor shall provide to Manitoba Public Insurance any other services, documentation, or data related to the Services as may be reasonably required by Manitoba Public Insurance.
- 1.03 Unless specifically stated to the contrary, nothing in this Agreement grants the Vendor exclusivity in providing the Services to Manitoba Public Insurance.

### 2.00 PERFORMANCE OF VENDOR'S OBLIGATIONS

- 2.01 The Vendor represents and warrants that:
- it possess the necessary skills, expertise and experience to perform the Services in accordance with this Agreement;
  - the Services shall be provided in a professional manner and as outlined in this Agreement unless Manitoba Public Insurance and the Vendor agree otherwise in writing;
  - the Services shall be provided in compliance with every federal, provincial, and municipal law which is or could be applicable to the Services;
  - the Representatives designated to perform the Services shall devote the time, attention, abilities, and expertise necessary to properly perform the Vendor's obligations;
  - it shall comply with all reasonable directions and requests of Manitoba Public Insurance within the scope of the Services as set out in this Agreement;
  - all representations and warranties contained in this Agreement are true and correct and shall so remain throughout the Term of this Agreement;
  - Manitoba Public Insurance shall have the right of prior approval of any Representatives designated to provide the Services. Manitoba Public Insurance shall have the right to request the removal of any Representatives so designated and the Vendor shall immediately comply with all such requests for removal;
  - it shall conduct itself in a manner that does not materially negatively affect the public perception, business reputation, community standing, or business operations of Manitoba Public Insurance (collectively, "**Reputation**"); and,
  - it has full right and authority to enter into this Agreement.
- 2.02 The Vendor shall provide written progress reports at such intervals as Manitoba Public Insurance may reasonably request. Such progress reports shall be in form and content satisfactory to Manitoba Public Insurance acting reasonably.
- 2.03 If applicable, and unless explicitly stated otherwise in this Agreement, delivery of goods and/or deliverables shall be to Manitoba Public Insurance's mail & warehouse services at B100 – 234 Donald Street, in Winnipeg, Manitoba. All goods/deliverables shall remain at the risk of the Vendor until they are delivered to the reasonable satisfaction of Manitoba Public Insurance. All goods/deliverables supplied shall be subject to inspection and acceptance by Manitoba Public Insurance for a period of sixty (60) days after delivery. Defective or deficient goods/deliverables or goods/deliverables not conforming to specifications may be returned at the Vendor's expense. At Manitoba Public Insurance's option, such deficient or non-conforming goods/deliverables shall be returned for either exchange or full refund. In addition to the foregoing, the Vendor shall pass through any other warranties that are applicable to such goods/deliverables, and Manitoba Public Insurance shall have the right to rely on same, and on any other warranties offered by the Vendor that are applicable to such goods/deliverables.

### 3.00 RESTRICTION ON OTHER WORK

- 3.01 For the purposes of this Agreement, "**Representatives**" shall mean the directors, officers, shareholders, employees, subcontractors, partners, volunteers, affiliates, agents, delegates and other such representatives of a party. While this Agreement is in effect, the Vendor and its Representatives shall not provide services to any other person, corporation, or entity in a manner that interferes or conflicts with the proper performance of the Vendor's obligations under this Agreement.

### 4.00 INDEPENDENT CONTRACTOR

- 4.01 The Vendor is an independent contractor, and this Agreement does not create the relationship of employer and employee, of principal and agent, of joint venture, or of partnership between Manitoba Public Insurance and the Vendor or between Manitoba Public Insurance and any Representatives of the Vendor. The Representatives of one party shall not be deemed or construed to be the Representatives of the other party for any purpose whatsoever.

- 4.02 The Vendor is responsible for any deductions or remittances, which may be required by law.

- 4.03 Except as authorized in this Agreement, the Vendor shall not incur any expenses or debts on behalf of, nor make any commitments for Manitoba Public Insurance without first obtaining written permission from Manitoba Public Insurance.

### 5.00 CONFIDENTIALITY AND INFORMATION SECURITY

- 5.01 The Vendor acknowledges that *The Freedom of Information and Protection of Privacy Act* ("**FIPPA**") and *The Personal Health Information Act* ("**PHIA**") each impose obligations on Manitoba Public Insurance to collect, use, or disclose "personal information" and "personal health information", as those terms are defined in FIPPA and PHIA (collectively called "**Personal Information**"), in the strictest of confidence, and in accordance with those Acts. In performing the Services under this Agreement, the Vendor acknowledges that they may collect, use, or have access to Personal Information. Manitoba Public Insurance represents and warrants to Vendor that, with respect to any Personal information provided by Manitoba Public Insurance or its Representatives to the Vendor, Manitoba Public Insurance has obtained the consent of the individual or individuals in question with respect to the use of the Personal Information for the purposes allowed for in this Agreement.

- 5.02 While this Agreement is in effect, and at all times thereafter, the Vendor agrees to treat as confidential all information and materials acquired by it, or to which it has been given access, in the course of the performance of this Agreement (collectively called "**Confidential Information**"), excluding information that is in the public domain (for greater certainty, this does not include information in the public domain which was made public as a result of an unauthorized disclosure by a third party), rightfully received by a third party having the authority to disclose such information and having no direct or indirect confidentiality obligation to Manitoba Public Insurance with respect to such information, independently developed by an employee or agent of the Vendor without reliance on or reference to Confidential Information and/or approved for release by written authorization of Manitoba Public Insurance. For the purposes of this Agreement, Personal Information shall be considered to be Confidential Information.

- 5.03 The Vendor agrees that during the Term of this Agreement and at all times thereafter:

- the Personal Information disclosed to the Vendor by Manitoba Public Insurance may only be used by the Vendor in a manner expressly permitted by FIPPA or PHIA (as the case may be);
- it shall not disclose or permit the disclosure of Confidential Information, or any copies of it, in any format, to any third party without the express prior written consent of Manitoba Public Insurance;
- it shall comply with all reasonable directives given to it by Manitoba Public Insurance with respect to safeguarding, or otherwise ensuring the confidentiality, of any Confidential Information disclosed to it by Manitoba Public Insurance;
- it shall ensure that access to the Confidential Information by the Representatives of the Vendor is restricted to a "need-to-know" basis, and that access, when given, shall be to the minimum amount of Confidential Information necessary to accomplish the task;
- it shall use the Confidential Information only for those purposes that have been expressly permitted by Manitoba Public Insurance;
- it shall not reproduce Confidential Information, in any format, without the express prior written consent of Manitoba Public Insurance provided that it shall be able to reasonably reproduce the Confidential Information for internal use only in the normal performance of the Services;
- it shall ensure that it, or its Representatives, do not transport or store any Confidential Information outside of Canada without the express prior written consent of Manitoba Public Insurance. Without limiting the generality of the foregoing, in Manitoba Public Insurance's sole discretion, the Vendor may be permitted to remotely access Confidential Information if required to provide the Services, provided that the Vendor follows all of Manitoba Public Insurance's policies regarding remote access; and,
- after the Confidential Information has been used for its authorized purpose, or upon termination or expiration of this Agreement for any reason, or where destruction of the Confidential Information is requested by Manitoba Public Insurance or is required by this Agreement, the Vendor shall destroy the Confidential Information (and all copies of the Confidential Information in any form) in a manner which adequately protects the confidentiality of the Confidential Information. The Vendor shall ensure that the Confidential Information that is destroyed cannot be reconstructed (whether physical or electronic, or any other form). Notwithstanding the foregoing, the Vendor may (i) retain copies of the Confidential Information that is required to be

retained by law or regulation, (ii) retain copies of work product that contain Confidential Information for archival purposes or to defend its work product, and (iii) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups) which may not be returned or destroyed

5.04 The Vendor represents and warrants that it has established an information security management practice that follows its industry standards and best practices. During the Term of this Agreement and at all times thereafter, the Vendor shall take reasonable precautions to prevent any unauthorized disclosure of the Confidential Information. The standard of such precautions taken by the Vendor shall be the greater of:

- (a) the standards the Vendor has in place to protect its own confidential information; or,
- (b) the standards imposed on the Vendor by Manitoba Public Insurance.

5.05 The Vendor shall promptly, but in any event within 72 hours, notify Manitoba Public Insurance in writing upon becoming aware of any unauthorized use, disclosure, or destruction of, or any unauthorized access to, Confidential Information (a "Confidentiality Breach"). The written notification must include full details of the Confidentiality Breach. The Vendor shall immediately take all reasonable steps to prevent the recurrence of any such Confidentiality Breach and shall notify Manitoba Public Insurance in writing of the steps taken. In the event of a Confidentiality Breach, Manitoba Public Insurance may do any combination of the following: (i) if applicable, limit the Vendor's access to the Manitoba Public Insurance's systems, and/or (ii) enforce or use any other applicable section of this Agreement.

5.06 The Vendor shall inform its applicable Representatives of the obligations imposed upon it in this Agreement with respect to Confidential Information, and shall take whatever steps are necessary to ensure that all of its applicable Representatives comply with those obligations.

5.07 The Vendor acknowledges that monetary damages may not be a sufficient remedy for a Confidentiality Breach, and that Manitoba Public Insurance may, without waiving any other rights or remedies, seek appropriate injunctive or equitable relief from a court of competent jurisdiction.

5.08 If the Vendor receives a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Vendor (if legally permitted to do so) shall provide prompt notice to Manitoba Public Insurance and deliver to Manitoba Public Insurance a copy of its proposed response to the demand. Unless the demand has been time-limited, quashed, or extended, the Vendor shall thereafter be entitled to comply with the demand to the extent permitted or required by law. If requested by Manitoba Public Insurance, the Vendor shall cooperate with Manitoba Public Insurance in the defence of the demand, at Manitoba Public Insurance's expense.

5.09 The Vendor undertakes not to publish any public statement or advertisement with respect to this Agreement, and further undertakes not to seek publicity of this Agreement without the express prior written consent of Manitoba Public Insurance, except as otherwise required by law or by this Agreement.

5.10 In the event that the Vendor or its Representatives use any of Manitoba Public Insurance's premises, the Vendor and such Representatives shall comply with all of such premises' security requirements as may be in effect from time to time.

5.11 The Vendor shall cooperate with Manitoba Public Insurance so that Manitoba Public Insurance can verify that the Vendor has complied, and is complying, with the provisions of this Article 5.00.

## 6.00 ACCESSIBILITY

6.01 The Vendor acknowledges that *The Accessibility for Manitobans Act ("AMA")* and the regulations made under the AMA, impose obligations on Manitoba Public Insurance to prevent and remove barriers that disable people in its business and administrative practices ("**Accessibility Obligations**") in accordance with the following principles:

- (a) Access: Persons should have barrier-free access to places, events and other functions that are generally available in the community;
- (b) Equality: Persons should have barrier-free access to those things that will give them equality of opportunity and outcome;
- (c) Universal design: access should be provided in a manner that does not establish or perpetuate differences based on a person's disability; and
- (d) Systemic responsibility: the responsibility to prevent and remove barriers rests with the person or organization that is responsible for establishing or perpetuating the barrier.

6.02 Throughout the Term of this Agreement, the Vendor agrees to comply with the Accessibility Obligations under the AMA and regulations, and further agrees that when providing the Services or otherwise acting on Manitoba Public Insurance's behalf, the Vendor shall comply with all obligations under the AMA and regulations applicable to public sector bodies.

## 7.00 OWNERSHIP OF INFORMATION

7.01 Unless otherwise explicitly stated in this Agreement, upon payment of all amounts due, all goods, data, and materials collected or originally produced by the Vendor or any of its Representatives specifically and exclusively for Manitoba Public Insurance in the performance of this Agreement, and all copyright therein (collectively referred to as the "**Submitted Materials**") shall be the exclusive property of Manitoba Public Insurance and shall be forthwith delivered to Manitoba Public Insurance, at no further cost to Manitoba Public Insurance. The Vendor agrees to execute all documents that may be necessary to transfer ownership of, or waive moral rights to the submitted Materials to Manitoba Public Insurance.

7.02 In the event that the Vendor is licensing or reselling to Manitoba Public Insurance a license for the goods or Services, the goods and Services shall be subject to the specific licensing terms and conditions agreed to between Manitoba Public Insurance and the licensor of such goods and Services.

7.03 Any property provided by Manitoba Public Insurance to the Vendor under this Agreement is only provided for the limited use in the performance of the Services, shall remain the property of Manitoba Public Insurance, and shall be returned, without cost, to Manitoba Public Insurance upon request or upon termination of this Agreement. The foregoing shall not give the Vendor or its Representatives any rights in any of Manitoba Public Insurance's intellectual property.

7.04 Notwithstanding anything to the contrary set forth in this Agreement, the Vendor will retain all copyright, patent and other intellectual property rights in the methodologies, methods or analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by the Vendor before the commencement of, or developed or acquired by the Vendor during or after, the performance of the Services, including without limitation, all systems, software, specifications, documentation and other materials created, owned or licensed and used by the Vendor or its Representatives in the course of providing the Services (the "Intellectual Property"), and the Vendor shall not be restricted in any way with respect thereto. To the extent any work product of the Vendor or Submitted Materials incorporates any Intellectual Property, the Vendor hereby grants Manitoba Public Insurance a non-exclusive, non-transferable right to use such Intellectual Property solely for the purposes of utilizing the work product or Submitted Materials in accordance with the terms of this Agreement.

7.05 Unless the Vendor provides prior written consent, Manitoba Public Insurance will not use, in a manner other than as mutually contemplated when the Vendor was first retained to perform the applicable Services, or disclose to any third party, other than its legal advisors, accounts of financial advisors with a need to know, any Submitted Materials or Intellectual Property or other material supplied by the Vendor under this Agreement, and Manitoba Public Insurance shall be responsible for, and the Vendor shall have no liability with respect to, modifications made by any person other than those made by the Vendor to the Submitted Materials, Intellectual Property or other work product provided to Manitoba Public Insurance by the Vendor.

## 8.00 INDEMNIFICATION OF MANITOBA PUBLIC INSURANCE

8.01 Subject to the limitation of liability of Vendor contained herein, the Vendor shall indemnify and save harmless Manitoba Public Insurance and its Representatives from all losses, damages, costs, causes of action, claims, liabilities, or demands of any kind with respect to any injury to persons (including, without limitation, death), damage to or loss of property, economic loss, incidental or consequential damages, or infringement of rights (including, without limitation, privacy rights) caused by, or arising directly or indirectly from:

- (a) the default of the Vendor or its Representatives of any term of this Agreement; or,
- (b) any negligent or willful act or omission of the Vendor or its Representatives.

The above includes all costs and expenses associated therewith, including reasonable solicitors' fees.

8.02 The Vendor shall promptly notify Manitoba Public Insurance in writing upon the Vendor becoming aware that it (or its Representatives) has, or will soon be likely to have committed a breach or is under default of this Agreement. The written notification must include full details of the actual or potential breach or default. The Vendor shall immediately take all reasonable steps to prevent the breach or the recurrence or continuation of the breach or default and shall notify Manitoba Public Insurance in writing of the steps taken. Nothing in this section shall be construed as waiving or reducing Manitoba Public Insurance's rights of termination or other applicable remedies at law.

8.03 The aggregate liability of the Vendor, its affiliates and any officer, director or employee of the Vendor and its affiliates ("**Vendor Parties**") to Manitoba Public Insurance, its affiliates, its officers, directors or employees or those of its affiliates and any third party (including any benefit plan, its fiduciaries or any plan sponsor) for any and all losses arising out of or relating to the provision of any Services at any time by any of the Vendor Parties shall not exceed five times the Vendor's fees related to the Services in the twelve month period immediately preceding the most recent event giving rise to the Loss. The Vendor shall have no liability for the acts or omissions of any third party (other than its subcontractors).

facilitate the orderly transition of the Services, in whole or in part, to Manitoba Public Insurance or to a successor service provider.

8.04 In no event shall either Party or its affiliates be liable in connection with this Agreement or the Services to the other Party, its affiliates or any third party for any loss of profit or incidental, consequential, special, indirect, punitive or similar damages. The provisions of this Section 8 shall apply to the fullest extent permitted by law. Nothing in this Section 8 limiting the liability of a Party shall apply to any liability that has been finally determined by a court to have been caused by the fraud of such Party.

8.05 For purposes of this Agreement "Loss" means damages, claims, liabilities, losses, awards, judgments, penalties, third party claims, interest, costs and expenses, including reasonable legal fees, whether arising under any legal theory including, but not limited to claims sounding in tort (such as for negligence, misrepresentation or otherwise), contract (whether express or implied), by statute, or otherwise, claims seeking any kind of damages and claims seeking to apply any standard of liability such as negligence, statutory violation or otherwise. For the avoidance of doubt, multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions shall be considered a single Loss.

8.06 Each of the Parties acknowledge that the fees for the Services to be provided under this Agreement reflect the allocation of risk set forth in this Section 8.

#### 9.00 SUSPENSION

9.01 Manitoba Public Insurance may, at its sole option, from time to time, delay or suspend the Services being provided under this Agreement, in whole or in part, for such period of time as may, in the opinion of Manitoba Public Insurance, be necessary. Unless another notice period has been provided elsewhere in this Agreement, Manitoba Public Insurance shall provide five (5) days prior written notice to the Vendor of its intention to delay or suspend the Services. Manitoba Public Insurance shall not be obliged to make payments to the Vendor except with respect to those Services already satisfactorily performed prior to such delay or suspension.

9.02 Where there is a delay or suspension under Section 9.01, all terms and conditions of this Agreement shall continue in full force and effect against the Vendor. The Vendor shall not be entitled to make any claim for damages by reason of the delay or suspension. The Vendor will not be liable to Manitoba Public Insurance or its Representatives for any Losses to the extent resulting from any such suspension or delay and in the event the Vendor is unable to achieve a milestone or deadline for any Services, such failure shall not constitute a breach of the Agreement.

#### 10.00 TERMINATION

10.01 Manitoba Public Insurance may terminate this Agreement at any time for any reason by giving the Vendor fourteen (14) days prior written notice.

10.02 Neither party shall be responsible for any failure to comply with, or for any delay in performance of the terms of this Agreement where such failure or delay is directly or indirectly caused by, or results from events of force majeure beyond the control or foreseeability of either party. The time in which the Services are to be provided shall be extended by a period of time at least equal to the length of the force majeure event, provided that in the event the extended period of time exceeds, or is reasonably anticipated to exceed a period of fourteen (14) days, then Manitoba Public Insurance may terminate this Agreement and pay the Vendor for all Services performed to the date of the force majeure event.

10.03 In addition to its rights under Sections 9.01, 10.01 and 10.02 above, and without restricting any other remedies available, Manitoba Public Insurance may immediately terminate, or immediately suspend this Agreement in writing if:

- (a) the Vendor makes an assignment for the benefit of creditors, takes any other action for the benefit of creditors, becomes bankrupt or insolvent, or takes the benefit of or becomes subject to any legislation in force relating to bankruptcy and insolvency;
- (b) in the opinion of Manitoba Public Insurance, the Services provided by the Vendor or its Representatives are unsatisfactory, inadequate, or otherwise improperly performed;
- (c) in the opinion of Manitoba Public Insurance, the Vendor or its Representatives have failed to comply with, or breached any term or condition of this Agreement; or
- (d) in the opinion of Manitoba Public Insurance, continuing to engage the Vendor under this Agreement may materially adversely affect its Reputation.

10.04 Upon termination of this Agreement, the Vendor shall cease to perform any further Services. Manitoba Public Insurance shall be under no obligation to the Vendor other than to pay, upon receipt of an invoice or statement and supporting documentation satisfactory to Manitoba Public Insurance acting reasonably, such compensation as the Vendor may be entitled to receive under this Agreement for Services satisfactorily completed up to the date of termination. Upon Manitoba Public Insurance's request, the Vendor will work in good faith and at Manitoba Public Insurance's reasonable expense, to

#### 11.00 GENERAL TERMS

11.01 The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance of this Agreement by the parties shall so survive the completion and performance, suspension, or termination of this Agreement.

11.02 The Vendor shall not assign or transfer this Agreement or any of its rights or obligations under this Agreement without first obtaining written permission from Manitoba Public Insurance. This Agreement shall be binding upon the executors, administrators, heirs, successors, and any permitted assigns of the parties.

11.03 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. There are no undertakings, representations, or promises, either express or implied, other than those contained in this Agreement and none have been relied on.

11.04 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both parties.

11.05 This Agreement shall be interpreted, performed, and enforced in accordance with the laws of Manitoba and the laws of Canada applicable therein. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Manitoba and all courts competent to hear appeals therefrom.

11.06 Any failure or delay by either party to exercise or partially exercise any right hereunder shall not be deemed a waiver of any of the rights under this Agreement. The waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof. The election of any one or more remedies by either party shall not constitute a waiver of that party's right to pursue other available remedies.

11.07 The Vendor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

## **SCHEDULE B**

### **SERVICES TO BE PROVIDED BY THE VENDOR**

## 1.00 GENERAL

The Vendor shall perform market benchmarking and a review of the salary structure / wage grid for out-of-scope and in-scope jobs.

## 1.02 SUBCONTRACTORS

- (a) The Vendor shall not subcontract any portion of the Services without the prior written consent of MPI, which consent may be granted or withheld at MPI's sole unfettered discretion.
- (b) All subcontractors are subject to MPI's ongoing approval.
- (c) Performance by subcontractors shall meet, at a minimum, the same standards as required for performance by the Vendor, and the Vendor shall be responsible for such performance.

## 1.03 RECORD KEEPING, INSPECTION OF RECORDS AND AUDITS

- (a) At all reasonable times throughout the Term, the Vendor shall maintain and make available for inspection and audit by MPI and its Representatives all accounts and records, including payroll records, relating to the Services or the Agreement, and shall produce said documents upon request.
- (b) The Vendor agrees to co-operate fully in any such inspection or audit, and to promptly provide copies of, and extracts from the accounts and records requested by MPI and its Representatives, and any such other information as may be reasonably requested from time to time by MPI and its Representatives.
- (c) Notwithstanding the above or anything else contained in the Agreement, the Vendor reserves the right to limit the scope of such audits, and require that such audits: (a) must be preceded by advance written request of no less than 30 days prior to the audit; (b) may pertain to only those systems used to provide the Services under this Agreement; (c) are subject to appropriate confidentiality and non-disclosure provisions; (d) may not unduly disrupt the Vendor's normal business operations; and (e) are conducted at the sole cost of Manitoba Public Insurance unless the audit reveals a material breach of the Agreement by the Vendor.

## 1.04 INFORMATION STORAGE IN CANADA

In performing the Services, the Vendor may from time to time collect, use, and store "personal information", as that term is defined under *The Freedom of Information and Protection of Privacy Act* (Manitoba), or "personal health information" as that term is defined under *The Personal Health Information Act* (Manitoba).

### 1.05 INFORMATION SECURITY MANAGEMENT PRACTICES

In performing the Services, when the Vendor or its Representatives collect, handle, access, use, or store MPI's Confidential Information (as defined in Schedule A), then the Vendor's information security management practice must have:

- (a) approved information security policies, standards, and guidelines that have been communicated to its Representatives;
- (b) secure application development procedures for incorporating secure coding practices, secure handling of application source code, and code testing to ensure no vulnerabilities are accidentally or intentionally introduced;

### 1.06 REMOTE WORK SECURITY STANDARD

If the Vendor or any of its Representatives are delivering all or any portion of the Services from a remote location (e.g. working from home), the Vendor shall, and shall cause its Representatives to, comply with MPI's Remote Work Security Standard attached as Appendix B.1.

### 1.07 CORPORATE VALUES & SUSTAINABLE DEVELOPMENT PROCUREMENT GUIDELINES

The Vendor shall service the Corporation's needs in a manner that is consistent with Manitoba Public Insurance's Corporate Values and Sustainable Development Procurement Guidelines. A description of Manitoba Public Insurance's Corporate Values and Sustainable Development Procurement Guidelines are included below:

- (a) **Corporate Values:**
  - Striving for Excellence - We provide exceptional coverage and service. We adapt to meet evolving customer and industry needs, focusing on continuous improvement.
  - Providing Value to Manitobans - We maintain affordable rates and ensure accessible coverage. As a public auto insurer, fiscal responsibility is at the forefront of everything we do.
  - Doing What's Right - We act with integrity and accountability. We strive to be open and transparent.
  - Investing in People - We empower our employees to provide excellent service. We work together with business, community and road safety partners to fulfil our mission.
- (b) **Sustainable Development Procurement Guidelines:**
  - Protect Human Health and Well-Being

- 
- Anticipate, prevent and mitigate significant adverse economic, environmental, human health and social effects of purchasing decisions.
  - Where practicable, require the purchase of substitute or alternative goods, materials or services in place of goods or materials that contain, or services that use, toxic substances or are otherwise harmful to the environment or human health.
  - Ensure that toxic substances are managed properly to protect the environment and human health.
  - Ensure those goods, materials and services that may otherwise pose an elevated risk to human health, safety and the environment are managed properly.
  - Promote Environmentally Sustainable Economic Development
    - Recognize economic, ecological and social interdependence among communities, provinces and nations that require the integration of economic, environmental, human health and social factors in purchasing decisions.
    - Purchase decisions may assist in the development of local environmental industries and markets for environmentally preferable products and services.
  - Conserve Resources
    - Evaluate and reduce the need to purchase goods, materials and services.
    - Purchase goods, materials and services that use recycled products.
    - Purchase goods and materials with structures that require less material to manufacture.
    - Purchase goods and materials that require less packaging.
    - Reuse, recycle and recover goods and materials.
  - Conserve Energy
    - Purchase goods, materials and services where the consumption of energy (electricity and fossil fuels) during production, transportation, usage and delivery is minimized.
    - Purchase goods, materials and services where renewable forms of energy are substituted during production, transportation, usage and delivery for non-renewable forms of energy.
    - Purchase goods, materials and services that have or use a structure that facilitates energy efficiency and resource conservation.
  - Promote pollution prevention, waste reduction and diversion
    - Purchase goods and materials that are easy to recycle.

- Purchase goods and materials with structures that facilitate disassembly for processing, recycling and waste management.
  - Purchase goods and materials packed with recycled products or materials that are recyclable.
  - Purchase goods and materials with a manufacturing process that avoids the creation of waste and pollutants at source.
  - Purchase goods and materials that are used or remanufactured.
  - Purchase goods, materials and services that are suitable alternatives or substitutes.
  - Purchase services that minimize adverse environmental impacts.
  - Purchase goods and materials that have greater durability and longer life-span.
  - Use goods and materials in a manner that minimizes adverse environmental impacts.
- Evaluate value, performance and need
    - Purchase environmentally preferable goods, materials and services that perform adequately and are available at a reasonable price, with careful consideration of full-costing.
    - Purchase goods, materials and services that comply with recognized environmental standards.
    - Evaluate and reduce the need to purchase goods, materials and services.
    - Evaluate the appropriate scale and utilization of a good, material or service.
    - Evaluate market factors for goods, materials and services, such as specifications, quality, delivery date and price.



## **APPENDIX B.1**

### **REMOTE WORK SECURITY STANDARD**

## Remote Work Security Standard

### Purpose

This standard describes Manitoba Public Insurance's (MPI) remote work security practices and standards which must be implemented and adhered to by Users who are required to work from remote locations (e.g. work from home).

Users in this standard refers to MPI employees, contracted individuals and companies, volunteers, students, board members, information managers and others working for or with Manitoba Public Insurance.

### Scope and Applicability

This standard covers the security requirements for the access, use, configuration and maintenance of MPI information, systems and environments to reduce the likelihood of cyber security and privacy events occurring.

This standard applies to MPI employees, contracted individuals and companies, volunteers, students, board members, information managers and others working for or with Manitoba Public Insurance.

### Standard

This section sets out the standard for remote work that must be adhered to by the Users:

#### 1. Workstation Configurations:

All workstations (desktops, laptops, tablets and mobile devices) must have:

- Encrypted hard drives / storage media;
- Up to date patches to ensure that the workstations are kept current with all required operating system and application security patches;
- The ability to prevent unapproved software from being installed;
- Up to date antivirus software including the associated signature files, with real-time scanning enabled and a minimum of a weekly full scan;
- Firewalls installed and configured to protect the workstations from unauthorized access;
- Data loss prevention (DLP) capabilities;
- Web traffic directed through a web filtering technology to help prevent accidental access to malicious sites;
- A process to securely dispose of any hard drive or removable media storage device.

#### 2. Access Control:

Access control mechanisms will be in place as follows:

- Multifactor authentication must be enabled for all types of remote access;

- User authentication credentials will be promptly deactivated where such credentials have not been used for a maximum period of 3 months, or within 2 days if the user has changed roles and no longer requires such access;
- User authentication credentials will be immediately revoked for all remote access capabilities (e.g.: VPN accounts, remote access tokens) in the event of an employee termination or end of supplier engagement;
- Where applicable, access controls will be provided using the least privilege access principles;
- Authentication credentials must not be shared with other individuals.

### **3. Connectivity:**

- Users will only use workstations that are provisioned and managed by their organization;
- Users will only connect to secure Wi-Fi networks using strong encryption such as WPA2 or higher. If secure Wi-Fi is not available, a wired connection will be used instead;
- Users can only connect to MPI systems or environments from Public Wi-Fi networks if using an MPI approved Virtual Private Network (VPN) technology;
- Users using home Wi-Fi must change the default router or internet gateway passwords. Such passwords must be long and complex.

### **4. Physical Controls:**

Users are:

- Responsible to ensure that physical working space is appropriately cordoned off to limit the exposure of Confidential Information to other individuals. This includes precautions related to preventing verbal communications from being overheard by other individuals;
- Responsible for protecting the workstations and software against unauthorized use and access;
- Authorized to print Confidential Information to local printers at remote locations, provided that printed materials are securely destroyed prior to disposal or recycling.

### **5. Collaboration Requirements:**

Users must use MPI approved collaboration, storage and application platforms for conducting virtual meetings and sharing of documents.

## **Definitions**

Definitions for words and phrases used in this standard:

---

<b><u>Term</u></b>	<b><u>Definition / Description</u></b>
<b>Access control</b>	Means to ensure that access to assets is authorized and restricted based on business and security requirements.
<b>Authentication</b>	Authentication refers to the verification of the authenticity of either a person or system. Authentication techniques usually form the basis for all forms of access control to systems and/or data.
<b>Controls</b>	The safeguards or countermeasures to avoid, counteract or minimize information security risks. May include people, process and/or technology.
<b>Information asset</b>	An information asset is a body of information, defined and managed as a single entity so it can be understood, shared, protected and exploited effectively. Information assets have value, risk, content and life cycles. Information assets also include devices such as computer devices and network or other electronic information systems which transfer or store information.
<b>Intellectual property, intellectual capital</b>	Intangible and commercially valuable property which is the product of the human intellect. At Manitoba Public Insurance, intellectual property is considered to be a type of information asset and includes, but is not limited to, designs, processes, methods, interfaces, networks and computer systems developed in-house or in association with business partners for the purposes of performing or representing Manitoba Public Insurance business.

## **SCHEDULE C**

# **MANITOBA PUBLIC INSURANCE GST/HST TAX-EXEMPT CERTIFICATE**



## TO: ALL MANITOBA PUBLIC INSURANCE SUPPLIERS

The following Tax-Exempt Certificate will appear on all our purchase orders, work orders, agreements and contracts:

**PLEASE NOTE:  
GOVERNMENT OF MANITOBA  
GST/HST Registration Number:  
R122001191**

*It is hereby certified that the goods and/or services described herein are being purchased with Crown funds on behalf of the Government of Manitoba and are exempt from the Goods and Services Tax and Harmonized Sales Tax.*

*Suppliers are not to include GST/HST in quoted prices or invoices*

As indicated on the Certificate, suppliers are not to include GST/HST for goods and services provided to the Corporation. This will facilitate processing of your invoices and prompt payment.

Please note that the GST/HST Registration number on the certificate is Manitoba Public Insurance's registration number.

The use of the Tax-Exempt Certificate does not affect your right to claim input tax credits on your purchases relating directly to your sales to Manitoba Public Insurance.

