



Manitoba Public Insurance

An Agreement effective the 1st day of July, 2024.

BETWEEN:

MANITOBA CAR & TRUCK RENTAL ASSOCIATION
(called the “**MCTRA**”)

- and -

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

WHEREAS:

- (a) MCTRA is an organization that advocates on behalf of the rental vehicle industry in Manitoba;
- (b) Manitoba Public Insurance is a corporation created pursuant to the provisions of *The Manitoba Public Insurance Corporation Act*, C.C.S.M. c. P215 (the “**Act**”); and,
- (c) MCTRA and Manitoba Public Insurance wish to enter into an understanding with respect to rental vehicle services for Manitoba Public Insurance’s customers (the “**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 The term of this Agreement shall commence as of July 1, 2024, and shall continue until terminated by either party in accordance with this Agreement (the “**Term**”).

2.00 SCOPE

- 2.01 This Agreement outlines the consultations between the parties regarding the Services provided by rental vehicle organizations to customers who are insured by Manitoba Public Insurance pursuant to *The Manitoba Public Insurance Corporation Act*, and who are entitled to rental vehicle benefits thereunder. Rental vehicle services provided under this Agreement shall be referred to as the “**Services**”.

- 2.02 Throughout the Term of this Agreement, Manitoba Public Insurance and MCTRA shall maintain a Joint Advisory Committee (the “**Committee**”) in accordance with the terms and conditions established by the Committee. The purpose of the Committee is to facilitate consultation by Manitoba Public Insurance with the MCTRA regarding concerns that may arise from time to time, for either party, and to provide an avenue of communications between the organizations including, but not necessarily limited to, resolving disputes, maintaining open lines of communication, standards of service delivery and various educational matters regarding the Services.
- 2.03 Manitoba Public Insurance may consult the MCTRA on various issues, however Manitoba Public Insurance reserves the right to establish its own policies, rates, strategic direction, and legal terms applying to the Services generally. While Manitoba Public Insurance may consult with the MCTRA on these matters, nothing in this Agreement is intended to restrict or prevent Manitoba Public Insurance from exercising its legislated rights and obligations.

3.00 RELATIONSHIP

- 3.01 For the purposes of this Agreement, “**Representatives**” shall mean the directors, officers, shareholders, employees, subcontractors, partners, volunteers, affiliates, agents, delegates, and other representatives of a party. MCTRA 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 MCTRA or between Manitoba Public Insurance and any Representatives of MCTRA. The Representatives of one party shall not be deemed or construed to be the Representatives of the other party for any purpose whatsoever.

4.00 CONFIDENTIALITY AND INFORMATION SECURITY

- 4.01 The MCTRA 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. Under this Agreement, the MCTRA acknowledges that the Manitoba Public Insurance may provide the MCTRA with access to Personal Information in preparation for or in the course of the Joint Advisory Committee meetings provided for by this Agreement.
- 4.02 While this Agreement is in effect, and at all times thereafter, the MCTRA agree to treat as confidential all information and materials acquired by the

MCTRA from Manitoba Public Insurance, or to which the MCTRA have been given access by Manitoba Public Insurance, 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). For the purposes of this Agreement, Personal Information shall be considered to be Confidential Information.

4.03 The MCTRA agrees that during the Term of this Agreement and at all times thereafter:

- (a) the Personal Information disclosed to the MCTRA by Manitoba Public Insurance may only be used by the MCTRA in a manner expressly permitted by FIPPA or PHIA (as the case may be);
- (b) the MCTRA 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;
- (c) the MCTRA shall comply with all directives given to the MCTRA by Manitoba Public Insurance with respect to safeguarding, or otherwise ensuring the confidentiality, of any Confidential Information disclosed to the MCTRA by Manitoba Public Insurance;
- (d) the MCTRA shall ensure that access to the Confidential Information by the its Representatives is on a “need-to-know” basis, and that access, when given, shall be to the minimum amount of Confidential Information necessary to accomplish the task;
- (e) the MCTRA shall use the Confidential Information only for those purposes that have been expressly permitted by Manitoba Public Insurance;
- (f) the MCTRA shall not reproduce Confidential Information, in any format, without the express prior written consent of Manitoba Public Insurance, provided that the MCTRA shall be able to reasonably reproduce the Confidential Information for internal use only in the normal performance of this Agreement;
- (g) the MCTRA shall ensure that the MCTRA and its Representatives do not transport or store any Confidential Information outside of Canada without the express prior written consent of Manitoba Public Insurance; and,
- (h) upon termination of this Agreement, or after the Confidential Information has been used for its authorized purpose, or where destruction of the Confidential Information is requested by Manitoba Public Insurance or is required by this Agreement, the MCTRA 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

MCTRA shall ensure that the Confidential Information that is destroyed cannot be reconstructed (whether physical or electronic, or any other form).

- 4.04 The MCTRA represents and warrants that the MCTRA has established an information security management practice that follows industry standards and best practices. During the Term of this Agreement and at all times thereafter, the MCTRA shall take reasonable precautions to prevent any unauthorized disclosure of the Confidential Information. The standard of such precautions taken by the MCTRA shall be the greater of:
- (a) the standards the MCTRA has in place to protect its own confidential information; or,
 - (b) the standards imposed on the MCTRA by Manitoba Public Insurance.
- 4.05 The MCTRA shall immediately notify Manitoba Public Insurance in writing upon becoming aware of any actual or suspected 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 MCTRA 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) impose increased standards on the MCTRA related to the MCTRA’s treatment of the Confidential Information and the MCTRA shall comply with such increased standards, and/or (ii) if applicable, limit the MCTRA’s access to the Manitoba Public Insurance’s systems, and/or (iii) enforce or use any other applicable section of this Agreement.
- 4.06 The MCTRA shall inform its Representatives of the obligations imposed upon the MCTRA in this Agreement with respect to Confidential Information, and the MCTRA shall take whatever steps are necessary to ensure that all of the MCTRA’s applicable Representatives comply with those obligations.
- 4.07 The MCTRA 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.
- 4.08 If the MCTRA receives a subpoena, or other validly issued administrative or judicial order seeking Confidential Information, the MCTRA shall provide prompt notice to Manitoba Public Insurance and deliver to Manitoba Public Insurance a copy of the MCTRA’s proposed response to the demand. Unless the demand has been time-limited, quashed or extended, the

MCTRA shall thereafter be entitled to comply with the demand to the extent permitted or required by law. If so requested by Manitoba Public Insurance, the MCTRA shall cooperate with Manitoba Public Insurance in the defence of the demand, at Manitoba Public Insurance's expense.

4.09 The MCTRA 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.

4.10 The MCTRA shall cooperate with Manitoba Public Insurance so that Manitoba Public Insurance can verify that the MCTRA has complied, and is complying with the provisions of this Article 4.00.

5.00 TERMINATION

5.01 Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

6.00 GENERAL TERMS

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

6.02 Neither party shall assign or transfer this Agreement or any of the rights or obligations under this Agreement without first obtaining written permission from the other. No assignment or transfer of this Agreement shall relieve either party of any obligations under this Agreement, except to the extent they are properly performed by such party's permitted assigns. This Agreement shall be binding upon the successors and any permitted assigns of the parties.

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

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

6.05 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.

- 6.06 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.
- 6.07 The parties each agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of the Agreement.

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

To the MCTRA:

Attention: Don Johal, President
Unit 5, 2140 McPhillips Street
Winnipeg, MB R2V 3C8
Email: don.johal@budgetwinnipeg.ca

To Manitoba Public Insurance:

Attention: Manager, Bison Service Centre
15 Barnes Street
Winnipeg MB R3T 2H9
Email: claimsprocessingunit@mpi.mb.ca

- 6.09 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 on the dates noted below.

for **THE MANITOBA PUBLIC
INSURANCE CORPORATION**

for **MANITOBA CAR & TRUCK
RENTAL ASSOCIATION**

Per: _____
Satvir Jatana
President and CEO

Per: _____
Name:
Title:

Date: _____

Date: _____

Per: _____
Marnie Kacher
Vice President and Chief Operations
Officer

Date: _____