

The Ministry of Municipal Affairs (the Ministry), in conjunction with other Provincial Ministries and agencies, is supporting the Village of Lytton following the June 30, 2021 fire with advice, coordination and action on a variety of community needs related to governance, finance, and infrastructure, among others (the “project”).

1. Assistant Deputy Minister Tara Faganello or a delegate authorized in writing, is responsible for this Agreement (the “Ministry Representative”)
2. The Ministry, through a meeting or meetings with the Minister of Municipal Affairs Josie Osborne, provides Jackie Tegtart, MLA for Fraser-Nicola (the ‘undersigned’), with verbal and written information regarding, including but not limited to, a pending submission to Treasury Board, a proposed legislative amendment, and other information that has been disclosed to Cabinet relating to areas of Ministry support to the Village of Lytton (the ‘Confidential Information’) on the basis that the undersigned agrees as follows:
  - a. Not to disclose that the Confidential Information has been provided to the undersigned or that work relating to the project is taking place except as provided below,
  - b. Not to discuss the project or disclose the contents of the project or the Confidential Information except as provided below,
  - c. Not to disclose discussions held in relation to the project or the Confidential Information, including discussions about matters that are or are not included in any resulting enactments or government action,
  - d. To store the Confidential Information so that no other person has access to it,
  - e. To destroy or return any materials provided, or notes taken, in relation to Confidential Information by March 18, 2022 to the Ministry Representative.
3. The provisions of this Confidentiality Agreement do not apply when:
  - a. The information is identified by the Ministry representative as not forming a part of the Confidential Information,
  - b. The disclosure of Confidential Information is expressly permitted in writing by the Ministry representative,
  - c. The Confidential Information has become public knowledge without any disclosure of such information by the undersigned,
  - d. The disclosure is to others who have also signed a Confidentiality Agreement in relation to the same project and have been identified in writing by the Ministry Representative,
  - e. The disclosure is to Provincial government staff identified in writing by the Ministry representative, Legal Counsel retained by the government or employed by Legal Services Branch in the Ministry of Attorney General, or Legislative Counsel retained

or employed by the Legal Services Branch (Office of Legislative Counsel) in the Ministry of Attorney General in relation to the same legislative proposal,

- f. The disclosure of the Confidential Information is required by law, or
  - g. The Confidential Information is as prescribed in section 12 (2) (a) to (c) of the *Freedom of Information and Protection of Privacy Act*.
4. The undersigned acknowledges that
- a. The government claims solicitor-client privilege in relation to all the Confidential Information related to the project that may be provided;
  - b. The materials and information are protected by the parliamentary convention on confidentiality and Cabinet confidentiality; and
  - c. In providing the materials and information under the terms of this agreement, the Ministry, the Attorney General of British Columbia and Her Majesty the Queen in right of the Province of British Columbia do not intend to waive solicitor-client privilege or to waive, defeat or negate any privilege or confidence, or any other protection provided by law, that applies to the materials and information and to the discussions related to them,

and the undersigned will treat the materials and information in such a way as to uphold and maintain those privileges and conventions

- 5. 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 confidentiality undertaking unless that subsequent confidentiality undertaking expressly states it replaces this Agreement.
- 6. The undersigned acknowledges and agrees that the confidentiality obligations set out in this Agreement apply retroactively to any information received and discussions the undersigned was involved in related to the project that happened prior to the signing of this Agreement.
- 7. The undersigned will immediately notify the Ministry Representative or their delegate if the undersigned receives a request under the Freedom of Information and Protection of Privacy Act, the Personal Information Protection Act or similar legislation, or a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any Confidential Information covered by this Agreement.

The undersigned understands, acknowledges, and agrees to all statements in this Agreement and understands and will comply with the commitments outlined in sections 2 (a) to (e), 4, and 7.

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Print Name

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Signature

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Date