

# *Alberta Pension Plan Engagement Panel*

## Terms of Reference

### 1. Purpose

- 1.1. The Government of Alberta has undertaken considerable analysis of the potential for an Alberta Pension Plan (APP). This has included actuarial and legal analysis by non-government entities, in some cases accompanied by further, third-party verification. Alberta's government has committed to transparency on this important initiative, so engagement with Albertans is required before further steps are taken.
- 1.2. The President of Treasury Board and Minister of Finance (Minister) has established an Alberta Pension Plan Engagement Panel (Panel) to consult with Albertans on a potential APP over the next several months. The purpose of the engagement is to provide Albertans with information, ensure all Albertans have an opportunity to feed into the Panel's work, and ensure their voices are heard in discussions about the possibility of establishing an APP.
- 1.3. The objectives of the Panel are the following:
  - 1.3.1. Review the expert analyses and advice prepared to date regarding a potential APP.
  - 1.3.2. Based on its review of the foregoing, consult with the public on the findings of a potential APP, as well as the short and long-term implications for an APP for Albertans and Alberta businesses.
  - 1.3.3. Provide all Albertans an opportunity to provide input and encourage Albertans to participate in the engagement.
  - 1.3.4. Hear Albertans' thoughts, concerns, suggestions, and questions regarding a potential APP; and
  - 1.3.5. Informed by its engagement with the public, make recommendations for Government's consideration on topics of importance to Albertans related to the possible establishment of an APP, including, but not limited to:
    - 1.3.5.1. Issues, benefits (increased or comparable to CPP), and contribution rates (reduced or compared to CPP) in a possible APP;
    - 1.3.5.2. Operational elements (e.g., investment management of the APP fund, day to day plan administration, contribution remittance collection, benefit portability, spousal and survivor benefits, and other relevant topics); and/or
    - 1.3.5.3. Other risks and benefits.

## 2. Scope of Engagement

- 2.1. The engagement will be led by the Panel (in consultation with the government) and will ensure that all Albertans are given an opportunity to provide input and are encouraged to participate in the engagement.

The Panel may consider the engagement needs of specific targeted audiences like seniors or others as needed. The Panel may also consider a formal process for stakeholder submissions.

- 2.2. The Panel will invite submissions from Albertans and encourage discussion on a broad range of Albertans' views to help assess the implications, opportunities, challenges, and considerations associated with implementing an APP.
  - 2.2.1. The Panel should ensure that all Albertans are given an opportunity to provide input.
  - 2.2.2. The Panel will encourage Albertans' participation in the engagement.
- 2.3. Consideration of inter-provincial and federal-provincial issues are to be limited only to technical details, such as portability of benefits and labour mobility. Albertans may, however, provide input about the potential implications on relationships with other provinces and/or with the federal government.

## 3. Panel Deliverables

- 3.1. The Panel will summarise their findings in a "What we Heard" report to be provided

## 4. Decision-making

- 4.1. The Panel may seek advice and support from the Department of Treasury Board and Finance (Department) but has authority and responsibility for recommendations provided to the Minister.
- 4.2. Periodic updates will be provided to the Minister as necessary to bring issues forward and to seek guidance.
- 4.3. Final decisions respecting policy recommendations will be made by the Minister and Executive Council. The Minister may receive recommendations from the Panel on any aspect of the project.

## 5. Secretariat support

- 5.1. The Department will provide support to the Panel, through resources contracted by the Department or provided by Department staff. The Department's support may include, but is not limited to:

- 5.1.1. engagement logistics and related meeting management;
  - 5.1.2. provide support to plan, initiate and conduct research and analysis;
  - 5.1.3. support the Panel in accessing and compiling relevant data and research;
  - 5.1.4. as directed by the Panel, assist in the development of advice and recommendations to Minister;
  - 5.1.5. process expense claims;
  - 5.1.6. manage procurement and supporting contracts, as needed;
  - 5.1.7. as directed by the Panel, issue documents relevant to the engagement process; and
  - 5.1.8. provide any other support reasonably requested by the Panel.
- 5.2. In consultation with the Panel, the Department will set up a central repository for storing and accessing records electronically and will ensure the Panel has access to the records for purposes of fulfilling its mandate.
  - 5.3. The Panel's primary contact is the Assistant Deputy Minister of Financial Sector Regulation and Policy at Treasury Board and Finance.

## 6. Conflicts of Interest

- 6.1. Members of the Panel must be aware of and, to the extent possible, avoid conflicts of interest and apparent conflicts of interest. Further, members must, to the extent possible, not participate in outside activities that create actual or apparent conflicts of interest during their term of engagement on the Panel. For example:
  - 6.1.1. *Business Interests and Financial Interests:* Panel members should not hold business interests or financial interests, directly or indirectly through a closely associated person, which could benefit from or influence the work of the Panel.
  - 6.1.2. *Employment and Appointments:* Panel members should not have or take new employment or appointments that affect their performance or impartiality in their work on the Panel. They must be aware of and manage any potential conflicts of interest, actual or apparent, between their current position and their future circumstance and should remove themselves from any review of decisions affecting their new appointment or employment.
  - 6.1.3. *Volunteer Activity:* If a Panel member is involved in volunteer work, the activity must not influence or conflict with the work of the Panel.
- 6.2. Panel members must, on a continuing basis, promptly and fully disclose existing and new conflicts of interest in writing to the Minister. A disclosure alone does not remove a conflict of interest.

- 6.3. The Minister will endeavour to address and assist in managing actual and apparent conflicts of interest. If a conflict of interest has been identified, depending on the nature of the conflict of interest, a mechanism or system must be established to deal with the conflict.
- 6.4. Where a conflict of interest cannot be avoided, Panel members must take the appropriate steps to manage the conflict in consultation with the Minister, which may include one or more of the following:
- Declaring interests;
  - Withdrawing from discussions;
  - Not receiving relevant information;
  - Removing themselves from matters in respect of the conflict of interest;
  - Avoiding the particular interest or activity causing the conflict of interest;
  - Divesting conflicting business interests;
  - Severing connections that may create a conflict of interest;
  - Entering into confidentiality agreements; or
  - Resigning from the position on the Panel.
- 6.5. If, in the Minister's opinion, a conflict of interest is not being appropriately managed by the Panel member, the Minister may remove the member from the Panel.

## 7. Confidentiality, Documents, and Records

- 7.1. The Department shall have custody and control of the records received and created throughout the engagement. Any records transferred to the Panel or in the custody of the Panel pursuant to the engagement process remain under the control of the Department and are subject to the *Freedom of Information and Protection of Privacy Act* and governed by the Government of Alberta's Records Retention Policy.
- 7.2. Panel members must comply with all applicable privacy laws that govern the collection, use, disclosure and safeguarding of information.
- 7.3. Subject to applicable laws and this section 7, all information collected, received or produced throughout the engagement is confidential unless otherwise directed in writing by the Minister (Confidential Information). For greater certainty, Confidential Information includes any information, submission, document, record, report, recommendation or advice collected, received or produced through the engagement, including by the Panel or any of its members, regardless of format.
- 7.4. Panel members must provide a written undertaking of confidentiality.
- 7.5. Panel members must maintain the confidentiality of, and must not discuss or otherwise disclose outside of the Department, any Confidential Information: (i) until such time as the information has been authorized for release by the Department or has been released to stakeholders (including the public) without any breach of confidentiality, or (ii) unless a Panel member or the Panel is obligated to disclose the information by legislation, by an order of a court or tribunal, or pursuant to a

legal proceeding.

- 7.6. Information that was in the public domain at the time of its receipt or collection is not Confidential Information.
- 7.7. Subject to applicable laws, Panel members must use Confidential Information solely for the purpose of fulfilling their functions and not for any other purpose.
- 7.8. The confidentiality obligations in this section shall continue beyond the dissolution of the Panel or the termination or expiry of the appointment of a Panel member.
- 7.9. Any records transferred to the Panel or collected, maintained or stored by the Panel in the performance of the Panel's duties under the engagement must be delivered to the Department at the Department's request or upon the completion of the engagement process, whichever occurs first.

## 8. Public and Media Communications

- 8.1. Panel members shall direct any proposed public communications or media inquiries regarding the Panel and its work to the Minister.
- 8.2. Panel members will discuss and obtain approval for any proposed public communications or media inquiries regarding the review and its work to the Minister.

Following pages have been withheld under Alberta's Freedom of Information and Protection of Privacy Act as per the applied exemptions/exclusions.

Exemptions:

- 24(1)(a) - advice, proposals, recommendations, analyses or policy options
- 27(1)(a) - legal privilege, including solicitor client privilege or parliamentary privilege

Following pages have been withheld under Alberta's Freedom of Information and Protection of Privacy Act as per the applied exemptions/exclusions.

Exemptions:

- 27(1)(a) - legal privilege, including solicitor client privilege or parliamentary privilege
- 24(1)(e) - contents of draft legislation, regulations and orders of members of the Exec. Council or the Lieutenant Governor in Council

**Mayowa Awosika**

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**From:** David Mulyk  
**Sent:** July 28, 2023 1:28 PM  
**To:** Sharon Lopatka; Dana Hogemann; Samson Swan  
**Cc:** Mark Brisson; Timothy Jobs; Kate White; Kathy M Morin  
**Subject:** [REDACTED]  
**Attachments:** [REDACTED]

24(1)(a)

24(1)(a)

Good afternoon,

[REDACTED]

*David Mulyk* BSc, MBA  
Executive Director, Pension and Insurance Policy  
Alberta Treasury Board and Finance  
Direct: (780) 415-0514  
General: (780) 427-8322  
Email: [david.mulyk@gov.ab.ca](mailto:david.mulyk@gov.ab.ca)

Classification: Protected A



Following pages have been withheld under Alberta's Freedom of Information and Protection of Privacy Act as per the applied exemptions/exclusions.

Exemptions:

- 24(1)(a) - advice, proposals, recommendations, analyses or policy options

**Mayowa Awosika**

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**From:** Mark Brisson  
**Sent:** July 31, 2023 9:29 AM  
**To:** Samson Swan; Dana Hogemann  
**Cc:** Timothy Jobs; David Mulyk  
**Subject:** [REDACTED]  
**Attachments:** [REDACTED]

24(1)(a)  
24(1)(a)  
24(1)(a)

Dana and Samson

Thank you.

**Mark**

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Mark Brisson, Assistant Deputy Minister and Superintendent of Insurance and Pensions  
Financial Sector Regulation and Policy Division, Treasury Board and Finance, Government of Alberta  
Room 443 - Terrace Building, 9515 - 107 Street, Edmonton, Alberta, T5K 2C1  
Email: [mark.brisson@gov.ab.ca](mailto:mark.brisson@gov.ab.ca)  
Phone (please use 10 digit dialing): Office: (780)644-4520 25(1)(b) 20(1)(m)



Classification: Protected A

Following pages have been withheld under Alberta's Freedom of Information and Protection of Privacy Act as per the applied exemptions/exclusions.

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Exemptions:

- 27(1)(a) - legal privilege, including solicitor client privilege or parliamentary privilege
- 24(1)(e) - contents of draft legislation, regulations and orders of members of the Exec. Council or the Lieutenant Governor in Council

# Mayowa Awosika

**From:** [REDACTED] 17(1)  
**Sent:**  
**To:** David Mulyk  
**Subject:** Re: [REDACTED]

**CAUTION:** This email has been sent from an external source. Treat hyperlinks and attachments in this email with care.

Thanks David,  
I usually invoice through my compan [REDACTED] 17(1) o if that's fine with you I think I'd prefer that.

[REDACTED] 17(1)

[REDACTED] 17(1)

[REDACTED]

Sent from my iPhone

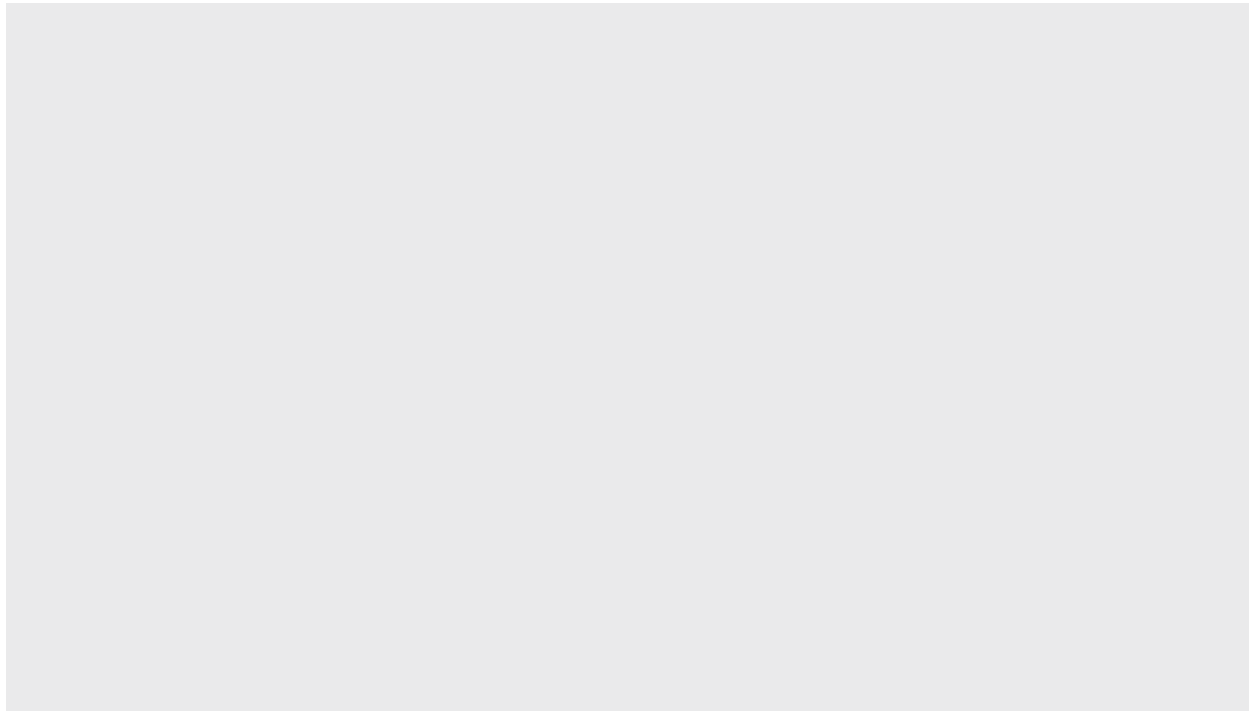
On Sep 12, 2023, at 1:59 PM, David Mulyk <David.Mulyk@gov.ab.ca> wrote:

Hi [REDACTED]

We were both on the call with the Engagement Panel members yesterday, but I don't think I got a chance to introduce myself to you. I'm the Executive Director of Pension and Insurance Policy and was heavily involved (...am still heavily involved...) in all of the work leading up to the upcoming APP Report release. I've copied my boss, Mark Brisson, who is the Assistant Deputy Minister of our division (Financial Sector Regulation and Policy). As ADM, Mark will be the primary department contact for the Panel (even as most of the work is performed by me / my team). I've also copied Tim Jobs (who works in my ADMO). Between Mark, Tim, or me, we should have you covered on anything you'll need from Treasury Board and Finance.

Among many other things related to the APP, my team liaises with our procurement staff in the department to draft the paperwork necessary to reflect your agreement to provide the secretariat support function to the Engagement Panel. [REDACTED]

[REDACTED]



Thanks for this information. Happy to answer any question(s) you might have.

*David Mulyk* BSc, MBA  
Executive Director, Pension and Insurance Policy  
Alberta Treasury Board and Finance  
Direct: (780) 415-0514  
General: (780) 427-8322  
Email: [david.mulyk@gov.ab.ca](mailto:david.mulyk@gov.ab.ca)

Classification: Protected A



ALBERTA

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**MINISTERIAL ORDER No. 34/2023**

**DEPARTMENT OF TREASURY BOARD AND FINANCE  
PROVINCE OF ALBERTA**

***Government Organization Act (s. 7)***

**ALBERTA PENSION PLAN PUBLIC ENGAGEMENT PANEL**

I, Nate Horner, President of Treasury Board and Minister of Finance, make the following Order:

**Establishment and Appointments**

1. The Alberta Pension Plan Public Engagement Panel (the "Panel") is established, effective as of September 21, 2023.
2. The following individuals are appointed as members of the Panel:
  - Jim Dinning
  - Mary Ritchie
  - Moin Yahya
3. Jim Dinning is designated as the Chair of the Panel.
4. The President of Treasury Board and Minister of Finance is designated as the head of the Panel for purposes of the *Freedom of Information and Protection of Privacy Act*.

**Mandate and Authorities**

5. The context, mandate, and deliverables of the Panel are as set out in the Terms of Reference included as Appendix A in this Order. If there is any conflict between the Terms of Reference and the main body of this Order, the main body of this Order will govern.
6. Subject to the terms of this Order, including the Terms of Reference, the Panel is authorized to make rules governing the calling of its meetings, the procedure to be used at its meetings, and the conduct of business at its meetings.



## Additional Support

7. The work of the Panel will be supported by the Department of Treasury Board and Finance, through resources contracted by the Department or by personnel of the Department assigned for that purpose, or a combination thereof.
8. Resources contracted by the Department of Treasury Board and Finance at the request of or in support of the Panel will be limited to a maximum budget established for that purpose by the Deputy Minister of Treasury Board and Finance.


## Remuneration and Expenses

9. Members serving on the Panel will be entitled to remuneration for their work and time spent in relation to the business of the Panel in accordance with Part A of Schedule 1 of Appendix 3 of the Committee Remuneration Order, being OC 466/2007, including any amendment thereto.
10. Members serving on the Panel will be entitled to reimbursement of their reasonable expenses, on the same basis as if they were employees of the Government of Alberta and subject to the Travel, Meal and Hospitality Expenses Directive, being Treasury Board Directive 1/2015, including any amendment thereto.

## Disestablishment

11. The Panel is disestablished on May 31, 2024.

DATED this 14 day of September, 2023.

  
\_\_\_\_\_  
Nate Horner  
President of Treasury Board and Minister of Finance

Attached: Terms of Reference

## Mayowa Awosika

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**From:** David Mulyk  
**Sent:** September 15, 2023 11:40 AM  
**To:** Samson Swan  
**Cc:** Timothy Jobs; Mark Brisson  
**Subject:** RE: Remuneration costs for panel

Samson,

24(1)(a)

Thanks.

*David Mulyk* BSc, MBA

Executive Director, Pension and Insurance Policy

Alberta Treasury Board and Finance

Direct: (780) 415-0514

General: (780) 427-8322

Email: [david.mulyk@gov.ab.ca](mailto:david.mulyk@gov.ab.ca)

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**From:** Samson Swan <Samson.Swan@gov.ab.ca>

**Sent:** Friday, September 15, 2023 10:57 AM

**To:** David Mulyk <David.Mulyk@gov.ab.ca>

**Subject:** FW: Remuneration costs for panel

Do we know this exactly?

Classification: Protected A

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**From:** Jesse Robertson <[jesse.robertson@gov.ab.ca](mailto:jesse.robertson@gov.ab.ca)>  
**Sent:** Friday, September 15, 2023 10:45 AM  
**To:** Samson Swan <[Samson.Swan@gov.ab.ca](mailto:Samson.Swan@gov.ab.ca)>  
**Cc:** Savannah Johannsen <[Savannah.Johannsen@gov.ab.ca](mailto:Savannah.Johannsen@gov.ab.ca)>  
**Subject:** Remuneration costs for panel

What are the remuneration costs projected for the panel?

Thanks,

**Jesse Robertson**  
Chief of Staff  
Office of the Minister

Treasury Board and Finance  
208 Legislature Building  
10800 97<sup>th</sup> Ave NW  
Edmonton, AB  
T5K 2B6

780-415-4855

Classification: Protected A

September 13, 2023

- 17(1)

Delivered via email: [REDACTED]

Attention: Moin Yahya

**Re: Alberta Pension Plan Engagement Panel – Confidentiality and Non-disclosure Obligations**

Dear Mr. Yahya:

His Majesty in right of Alberta, as represented by the President of Treasury Board and Minister of Finance (the “**Province**”), wishes to appoint you as a member of the Alberta Pension Plan Engagement Panel (the “**Panel**”), which will be established in the near future by **Ministerial Order**. The mandate of the Panel is as set out in the Terms of Reference appended to the Ministerial Order (the “**Mandate**”).

To facilitate the work of the Panel, the Province may disclose **highly sensitive**, confidential and in some cases privileged information to you in relation to the Mandate.

To the extent any of the information that may be conveyed to you is the subject of any privilege, including but not limited to solicitor-client privilege, litigation privilege or solicitor work product privilege or doctrine, the Province will be sharing such information on the understanding that such information is provided to you in strict confidence with no intent whatsoever to waive any privilege.

In consideration of and having regard to the foregoing, the Province requires that you will treat as confidential, and appropriately safeguard, the confidentiality of all information shared with you, in accordance with the terms and conditions set out in this letter agreement (this “**Agreement**”):

1. **Definitions:**

(a) “**Confidential Information**” means any information, whether in written, oral or in electronic form, that is:

(i) conveyed to you or another Member by the Province, or

(ii) created by you or another Member,

in relation to your participation on the Panel as a Member, and includes without limitation:

(iii) this Agreement, and

(iv) Privileged Information.

(b) “**Mandate**” means the mandate of the Panel described in the terms of reference appended to the Ministerial Order establishing the Panel;

- (c) **“Member”** means a member of the Panel;
  - (d) **“Permitted Purpose”** means carrying out the Mandate;
  - (e) **“Privileged Information”** means any information, whether in written, oral or electronic form, that is or may be the subject of any privilege, including solicitor-client privilege, litigation privilege, solicitor work product privilege or doctrine or any other applicable rights or privileges.
2. **Use of Confidential Information** – You will use Confidential Information only for the Permitted Purpose, having regard to and observing at all times your obligation of confidentiality under this Agreement. You will not use any Confidential Information for any other purpose without the express prior written consent of the Province, which may be arbitrarily withheld.
3. **Obligations of Confidentiality, Non-disclosure and Cooperation** – You agree to:
- (a) keep the Confidential Information in the strictest confidence;
  - (b) not publish, declare, or otherwise disclose (or authorize or permit the disclosure of) to any person, any of the Confidential Information without the express prior written consent of the Province, which may be arbitrarily withheld;
  - (c) use best efforts, including making reasonable physical and electronic security arrangements, to secure the Confidential Information at all times to prevent any unauthorized access to or use, disclosure, copying, transmission, modification or disposal of the Confidential Information, or any part of the Confidential Information;
  - (d) forward any requests by any person for access to any Confidential Information to the Province and have no further dealing with that person in respect of that request without the express prior written consent of the Province;
  - (e) provide whatever reasonable assistance may be requested by the Province to respond to requests for access to any Confidential Information; and
  - (f) if you discover that you have, or any other Member has, disclosed any Confidential Information in breach of the terms of this Agreement, immediately notify the Province of the details of such disclosure;

provided that the foregoing obligations do not apply to any Confidential Information, or any part of the Confidential Information, that:

- (g) is part of the public domain at the time of its disclosure to you, or which, after its disclosure to you, becomes a part of the public domain except directly or indirectly through any act or omission of any Member;

- (h) a Member receives from a third party without restriction and without a breach of any obligation of confidentiality owing to the Province;
- (i) at the time of disclosure by the Province, a Member rightfully already has in their possession, unless such possession was obtained through prior confidential disclosure of such information by the Province;
- (j) a Member has developed independently, without the use of Confidential Information;  
or
- (k) is required to be disclosed by law (including pursuant to the *Freedom of Information and Protection of Privacy Act* (Alberta)), provided that you provide the Province with reasonable notice prior to such disclosure to permit the Province the opportunity to object to such disclosure.

4. **Common Interest and Disclosure of Privileged Information:**

- (a) You acknowledge and agree that, as a Member, you will have a common interest with the Province with respect to fulfilling the Mandate.
- (b) You understand, acknowledge and agree that the execution of this Agreement and the disclosure to you of Confidential Information that is Privileged Information is not intended to be, and is not to be construed as, a waiver of any solicitor-client privilege, litigation privilege or any other applicable privilege, doctrine or rule that may be invoked to permit the Province not to disclose Privileged Information, and does not diminish the confidentiality of such information; and you will not assert that the disclosure of Privileged Information to you constitutes a waiver of any such privilege, doctrine, rule or confidentiality.

5. **Unauthorized or Accidental Disclosure** – Any unauthorized or accidental disclosure of Confidential Information does not result in a waiver of the Province’s claim in relation to confidentiality or other protection or privilege as applicable to the Confidential Information that has been disclosed.

6. **Return of Documents** – Upon your completion of the Permitted Purpose, or upon the written request of the Province at any time, you will at the direction of the Province return to the Province or destroy (together with proof of destruction, if requested by the Province) all paper and electronic copies of all records and information in any form that comprise or contain any of the Confidential Information that are in your possession or control, including all Confidential Information stored on or with any data storage media or service.

7. **No Property Rights** – All right, title and interest in and to the Confidential Information will, at all times, remain or be vested in the Province, and you hereby assign to the Province all right, title and interest in any and all Confidential Information authored or co-authored by you, and you hereby waive any moral rights that you have in respect of any such Confidential Information. Nothing contained in this Agreement will be construed as an express or implied license for you

to use any of the Confidential Information for purposes other than the Permitted Purpose, or as a grant or transfer to you of any proprietary rights or interests in any of the Confidential Information.

8. **Legal Remedy** – You acknowledge and agree that all of the Confidential Information is extremely valuable and sensitive to the Province, and that any violation of the provisions of this Agreement would result in immediate, significant and irreparable damage to the Province, including without limitation financially, legally and with respect to the Province’s intergovernmental relations. You agree that in the event of your breach, violation or default of any terms of this Agreement, the Province may, in addition to any other right, relief or remedy available at law or in equity, be entitled to immediately obtain an injunction compelling you to abide by and comply with the terms of this Agreement and to cease any activities that are causing or might cause harm to the Province, and you hereby consent to the grant of such an injunction.
9. **Non-waiver** – No waiver of any provision of this Agreement will constitute a waiver of any other provisions. No consent to or waiver by the Province of any breach or non-fulfilment of this Agreement will constitute a consent to, waiver of or excuse for any other breach or non-fulfilment. A failure by the Province to give notice to you of, or to take any other steps in respect of, a breach or non-fulfilment of any provision of this Agreement will not constitute a waiver thereof.
10. **Survival of Terms** – All of the obligations of confidentiality and other obligations set out in this Agreement will survive the conclusion of your involvement with the Panel and the disestablishment of the Panel and will extend indefinitely without limitation.
11. **Entire Agreement** – This Agreement constitutes the entire agreement between you and the Province with respect to the Confidential Information. This Agreement supersedes any prior written or oral agreements between you and the Province and any other confidentiality obligations which may apply now or in the future with respect to the Confidential Information and may only be amended or modified by subsequent written agreement.
12. **Counterparts and Electronic Delivery** – This Agreement may be signed electronically and in counterparts, and the counterparts together will constitute one agreement. Communication of a signed copy of this Agreement, or of any counterparts to this Agreement, electronically in PDF or any digital image format will constitute good and effective delivery.

If you are in agreement with the foregoing, please indicate your acceptance by signing a copy of this letter and returning a copy to us.

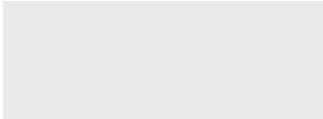
Sincerely,



Nate Horner  
President of Treasury Board and Minister of Finance

**ACCEPTANCE**

This Agreement is ACCEPTED and AGREED as of the 16 day of September, 2023.

  
\_\_\_\_\_  
Moin Y

- 17(1)



**ACCEPTANCE**

This Agreement is ACCEPTED and AGREED as of the 16 day of April, 2023.

\_\_\_\_\_  
Jim I

**ACCEPTANCE**

This Agreement is ACCEPTED and AGREED as of the 19 day of September, 2023.

- 17(1)

  
\_\_\_\_\_  
Mary Ritchie

## Mayowa Awosika

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**From:** Sharon Lopatka  
**Sent:** October 20, 2023 11:04 AM  
**To:** Lynda Baker  
**Cc:** Samson Swan  
**Subject:** RE: APP Engagement Panel - Critical Point Communications (For DM signature)

Lynda please add Kate's signature and send to David with a cc to the rest of the people on the original email.

Thx  
Sharon

Classification: Protected A

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**From:** Kate White <Kate.White@gov.ab.ca>  
**Sent:** Friday, October 20, 2023 10:48 AM  
**To:** Sharon Lopatka <sharon.lopatka@gov.ab.ca>  
**Cc:** Lynda Baker <Lynda.Baker@gov.ab.ca>; Samson Swan <Samson.Swan@gov.ab.ca>  
**Subject:** RE: APP Engagement Panel - Critical Point Communications (For DM signature)

Approved

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Classification: Protected A

**From:** Sharon Lopatka <[sharon.lopatka@gov.ab.ca](mailto:sharon.lopatka@gov.ab.ca)>  
**Sent:** October 19, 2023 4:03 PM  
**To:** Kate White <[Kate.White@gov.ab.ca](mailto:Kate.White@gov.ab.ca)>  
**Cc:** Lynda Baker <[Lynda.Baker@gov.ab.ca](mailto:Lynda.Baker@gov.ab.ca)>; Samson Swan <[Samson.Swan@gov.ab.ca](mailto:Samson.Swan@gov.ab.ca)>  
**Subject:** FW: APP Engagement Panel - Critical Point Communications (For DM signature)

For your approval.

Sharon

Classification: Protected A

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**From:** David Mulyk <[David.Mulyk@gov.ab.ca](mailto:David.Mulyk@gov.ab.ca)>  
**Sent:** Monday, October 16, 2023 2:38 PM  
**To:** Sharon Lopatka <[sharon.lopatka@gov.ab.ca](mailto:sharon.lopatka@gov.ab.ca)>  
**Cc:** Samson Swan <[Samson.Swan@gov.ab.ca](mailto:Samson.Swan@gov.ab.ca)>; Mark Brisson <[mark.brisson@gov.ab.ca](mailto:mark.brisson@gov.ab.ca)>; Timothy Jobs <[Timothy.Jobs@gov.ab.ca](mailto:Timothy.Jobs@gov.ab.ca)>; Lois Stewart <[Lois.Stewart@gov.ab.ca](mailto:Lois.Stewart@gov.ab.ca)>  
**Subject:** APP Engagement Panel - Critical Point Communications (For DM signature)

Sharon,

Attached is the second (out of two) contracts for contracted services to support the APP Engagement Panel.

Could we please have the attached dated on page 1 and then signed by Kate?

Thanks so much.

*David Mulyk* BSc, MBA  
Executive Director, Pension and Insurance Policy  
Alberta Treasury Board and Finance  
Direct: (780) 415-0514  
General: (780) 427-8322  
Email: [david.mulyk@gov.ab.ca](mailto:david.mulyk@gov.ab.ca)

Classification: Protected A

## Mayowa Awosika

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**From:** Lynda Baker  
**Sent:** October 20, 2023 1:16 PM  
**To:** David Mulyk  
**Cc:** Sharon Lopatka; Samson Swan; Mark Brisson; Timothy Jobs; Lois Stewart  
**Subject:** FW: APP Engagement Panel - Critical Point Communications (For DM signature)  
**Attachments:** TBF24-022 - Critical Point Communications Inc KW Signature.pdf

Hi David,

Attached is the DM signed document as requested.

Lynda Baker  
Acting Executive Scheduler  
Deputy Minister's Office  
& Finance  
20(1)(m) 25(1)(b)  
[lynda.baker@gov.ab.ca](mailto:lynda.baker@gov.ab.ca)

Classification: Protected A

Classification: Protected A

CONTRACT NUMBER: TBF24-022

THIS CONTRACT MADE EFFECTIVE THE 20 DAY OF OCTOBER, 2023.

BETWEEN:

**HIS MAJESTY IN RIGHT OF ALBERTA,**

as represented by the President of Treasury Board and Minister of Finance  
(the “Province”)

- and -

**CRITICAL POINT COMMUNICATIONS INC.**

(the “Contractor”)

BACKGROUND

The Province requires services to be provided and materials delivered related to the Alberta Pension Plan Public Engagement Panel and the Contractor agrees to provide these services and materials.

Therefore the parties agree as follows:

DEFINITIONS

1. In this Contract:

- (a) “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;
- (b) “Contract” means this document, Schedule A and Schedule B;
- (c) “Effective Date” means the date first above written;
- (d) “FOIP Act” means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time;
- (e) “Materials” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Contractor or its employees, subcontractors or agents in the course of performing the Services;
- (f) “Personal Information” means personal information as defined in the *FOIP Act*;
- (g) “Services” means the work, duties, functions and deliverables described in Schedule A; and
- (h) “Term” means the contract period specified in clause 2.

## TERM OF CONTRACT

2. This Contract shall be effective from the Effective Date until March 29, 2024, unless terminated in accordance with this Contract.

The Province may extend this Contract, under the same terms and conditions, for an additional term of up to six (6) months.

## PERFORMANCE OF SERVICES

3. The Contractor agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services. The Contractor warrants that it has the qualifications and expertise to perform the Services.

## PAYMENT

4.
  - (a) The Province agrees to pay the Contractor a sum not to exceed \$20,000.00 (Canadian funds), including expenses, to perform the Services. The Contractor shall be paid:
    - i. the rates specified in Schedule B for completion of the Services in accordance with this Contract; and
    - ii. upon submitting an invoice and other supporting documentation required by the Province describing the Services for which payment is claimed.
  - (b) The Province shall pay the Contractor within 30 days of receipt of an invoice provided the requirements of clause 4(a) have been met.
  - (c) The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the *Excise Tax Act* (Canada) as amended. The Government of Alberta's GST Registration Number is 1240 72513 RT0001.
  - (d) The Province may deduct from all payments to the Contractor such amounts as are required by the *Income Tax Act* (Canada) as amended, revised or substituted from time to time.
5. The Province may order the re-execution of any Services or Materials which are not performed in accordance with the provisions of this Contract, in which case the Contractor shall re-execute the Services or Materials at the Contractor's expense in accordance with this Contract.

## RECORDS AND REPORTING

6. The Contractor shall:
  - (a) keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to the Province these documents to examine, audit and make copies and take extracts; and

- (b) keep the documents referred to in clause 6(a) for three years following the completion or termination of this Contract.
7. Upon request during the Term, the Contractor shall provide to the Province a verbal status report indicating:
- (a) the Services completed during that reporting period;
  - (b) the time schedule for those portions which are not completed; and
  - (c) any other information requested by the Province in relation to the completion of this Contract.

#### NON-ASSIGNABILITY AND SUBCONTRACTING

- 8.
- (a) The Contractor shall not:
    - i. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
    - ii. subcontract the Services (other than as specified in Schedule A)without the prior written consent of the Province, which may be unreasonably withheld.
  - (b) When the Contractor retains any subcontractor(s) in connection with performance of the Services, the Contractor shall:
    - i. be responsible for remunerating the subcontractor(s);
    - ii. be responsible for the performance and activities of the subcontractor(s); and
    - iii. contractually obligate the subcontractor(s) to take action, or refrain from taking action, as necessary to enable the Contractor to fulfill its obligations under this Contract.

#### PERSONNEL REPLACEMENT

- 9.
- (a) The Contractor shall not replace any employee, subcontractor or agent identified in Schedule A, or add any employee, subcontractor or agent, to perform the Services without the prior written approval of the Province, which approval may be unreasonably withheld.
  - (b) The Contractor shall:
    - i. remove any employee, subcontractor or agent of the Contractor engaged in providing the Services upon the written request of the Province within the time limit indicated in such request; and
    - ii. only replace such removed employee, subcontractor or agent of the Contractor upon getting the prior written approval of the Province, which approval may be unreasonably withheld.



## COMPLIANCE

10. The Contractor shall:

- (a) comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Contractor in performing the Services; and
- (b) when the *Workers' Compensation Act* (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from the Workers' Compensation Board showing that the Contractor is registered and in good standing with the Board.

## MATERIAL OWNERSHIP

11.

- (a) Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the Province as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the Province upon completion or termination of this Contract, or upon request of the Province.
- (b) Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Contractor or a third party prior to the Effective Date remain the property of each party respectively.
- (c) Where any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Contractor prior to the Effective Date ("Contractor Materials") is reproduced or incorporated in the Materials, the Contractor grants to the Province a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce or distribute those Contractor Materials, for any purpose.
- (d) The Contractor
  - i. irrevocably waives in whole all moral rights, and
  - ii. shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights,

in and to the Materials in favour of the Province and the Province's assignees and licensees. Upon request of the Province, the Contractor shall deliver to the Province copies of the waivers obtained from its employees, subcontractors and agents engaged in providing the Services.

- (e) Prior to reproducing or incorporating any third party copyright materials into the Materials, the Contractor must obtain written permission from the copyright holder and provide the Province with copies of the written permissions that are satisfactory to the Province.

- (f) The Contractor shall cooperate with the Province in protecting the Province's ownership or intellectual property rights in the Materials.

**NON-DISCLOSURE OF INFORMATION**

12.

- (a) Except as provided in clauses 12 and 13, all information, regardless of form, including Personal Information and Privileged Information (as defined in clause 12(b)), that is received, obtained, generated, provided or collected by the Contractor in the performance of the Services (the "Province's Information"), shall not be disclosed or published by the Contractor without the prior written consent of the Province, which may be unreasonably withheld. With the exception of any Privileged Information, the Contractor may disclose the Province's Information to employees, subcontractors or agents of the Contractor who have a need to know for the purpose of performing the Services, provided that the Contractor has a confidentiality agreement with the agent or permitted subcontractor containing confidentiality provisions substantially similar to this Contract. For greater certainty, Privileged Information shall not be disclosed by the Contractor, including to any employee, subcontractor or agent of the Contractor, except with the prior written consent of the Province and only on any terms and conditions required by the Province.
- (b) In this clause 12, "Privileged Information" means any information, whether in written, oral or electronic form, that is or may be the subject of any privilege, including solicitor-client privilege, litigation privilege, solicitor work product privilege or doctrine or any other applicable rights or privileges.
- (c) Subject to clause 13(b), the Contractor's obligations in clause 12(a) do not apply to information or documents, with the exception of any Privileged Information, which:
  - i. are or become publicly available through no act or omission of the Contractor;
  - ii. are independently developed without benefit of the Province's Information; or
  - iii. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
- (d) With respect to any Privileged Information:
  - i. The Contractor acknowledges and agrees that the Contractor has a common interest with the Province with respect to fulfilling the Services.
  - ii. The Contractor understands, acknowledges and agrees that the execution of this Agreement and the disclosure to the Contractor of any Privileged Information is not intended to be, and is not to be construed as, a waiver of any solicitor-client privilege, litigation privilege or any other applicable privilege, doctrine or rule that may be invoked to permit the Province not to disclose Privileged Information, and does not diminish the confidentiality of such information; and the Contractor shall not assert that the disclosure of any Privileged Information to the Contractor constitutes a waiver of any such privilege, doctrine, rule or confidentiality.

- (e) The Contractor shall retain the Province's Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the Province's Information. The Contractor shall immediately advise the Province of any unauthorized access, use, disclosure, loss or destruction of any of the Province's Information, and shall provide the Province any assistance reasonably required to rectify such a situation.
- (f) The Contractor shall return or deliver the Province's Information to the Province upon completion or termination of this Contract, or upon request of the Province.
- (g) The Province's Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
- (h) No press release, public announcement or other public commentary relating to this Contract shall be made by the Contractor without the prior written approval of the Province.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

13.

- (a) The Contractor acknowledges that this Contract, including without limitation the name of the Contractor, fees payable, the Term, and details of the Services may be subject to disclosure under the *FOIP Act*. The Contractor further acknowledges that the *FOIP Act* applies to the Province's Information collected, used or disclosed in the performance of Services, and the Contractor shall adhere to the *FOIP Act* in its collection, use and disclosure of any Personal Information.
- (b) The Contractor shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the Province.
- (c) Upon request, the Contractor shall, at the Contractor's expense, and within five Business Days, provide to the Province any records that are requested under the access provisions of the *FOIP Act* that are in the custody or under the control of the Contractor. Should the Contractor receive an access request under the *FOIP Act*, the Contractor shall not respond to it, but shall immediately forward the access request to the Province for further handling.
- (d) In providing the Services the Contractor shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province's request, the Contractor must correct, within five Business Days of the request, Personal Information that the Contractor may have either collected or compiled about an individual pursuant to this Contract.

- (e) The Contractor shall:
  - i. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
  - ii. immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same; and
  - iii. provide the Province with any information regarding the Contractor's security measures that the Province may require to verify compliance with the *FOIP Act*.
- (f) The Contractor shall store only in Canada all records of Personal Information which are disclosed to the Contractor under this Contract, including records that are collected, used or stored on behalf of the Province.
- (g) The Contractor shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.

#### INDEMNITY AND LIABILITY

14.

- (a) Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
  - i. that party's breach of this Contract, or
  - ii. the negligence, other tortious act or wilful misconduct of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.
- (b) The Contractor shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Contractor's breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Contractor, or those for whom it is legally responsible.

#### INSURANCE

15.

- (a) The Contractor shall, at its own expense, and without limiting its liabilities or obligations under this Contract, insure its operations under a contract of general liability insurance in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof.
- (b) The Contractor shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor and used in the performance of the Services in an amount not less than \$2,000,000.

- (c) The Contractor shall provide the Province with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the Province.
- (d) The Contractor shall ensure that all its subcontractors obtain and maintain general liability insurance sufficient to meet the requirements in clause 15(a).
- (e) When requested by the Province, the Contractor shall provide evidence of endorsement to provide the Province with 30 days advance written notice of cancellation of insurance coverage.

RELATIONSHIP OF PARTIES

16. The relationship of the Contractor to the Province in performing the Services under this Contract is that of an independent contractor, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Contractor and the Province.

NOTICES

17.

- (a) Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address or transmitted by email to the email address as follows:

The Province:	Treasury Board and Finance
Address:	#402, 9515 – 107 Street NW Edmonton, Alberta T5K 2C3
Attention:	Assistant Deputy Minister, Financial Sector Regulation and Policy
Email	mark.brisson@gov.ab.ca

The Contractor:	Critical Point Communications Inc.
Address:	8303 Saskatchewan Drive NW Edmonton, Alberta T6G 2A7
Attention:	Michael Reid
Email	mike@criticalpoint.ca

The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.

- (b) Either party may change its information in clause 17(a) by giving notice to the other in the manner described in clause 17(a).
- (c) Any notice personally served or sent by email shall be deemed received when actually delivered or received, if delivery or email transmission is on a Business Day, or if not on a Business Day, on the following Business Day. The onus shall be on a party asserting delivery of a notice or other communication to establish that it was delivered in accordance with the foregoing, provided that in the case of e-mail such onus shall be discharged by proof that an e-mail sent to the designated e-mail address was received and opened at that e-mail address.

#### TERMINATION

18.

- (a) The Province may at any time immediately terminate this Contract, without cause, upon written notice to the Contractor.
- (b) If this Contract is terminated:
  - i. all Materials made, prepared, developed, generated, produced or acquired by the Contractor, or its employees, subcontractors or agents, under this Contract are the property of the Province; and
  - ii. the Province shall only have to pay the Contractor for the Services completed in accordance with this Contract up to the effective date of termination.

#### SAFE, SECURE AND RESPECTFUL WORKPLACE

19.

- (a) The Contractor, its employees, subcontractors and agents when using any of the Province's buildings, premises, equipment, hardware or software shall comply with all safety and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.
- (b) When communicating or interacting with the Province's employees, the Contractor, its employees, subcontractors and agents shall comply with the Province's *Respectful Workplace Policy*, as amended from time to time. A copy of this policy is available from the Province's representative designated in clause 20(a).

#### PARTIES' REPRESENTATIVES

20.

- (a) The Province designates the Assistant Deputy Minister, Financial Sector Regulation and Policy and the Executive Director, Pension and Insurance Policy, both with the Department of Treasury Board and Finance, as the Province's representatives for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).
- (b) The Contractor designates Mike Reid as the Contractor's representative for communications and ongoing contact between the Province and the Contractor in matters relating to this Contract, other than giving notice pursuant to clause 17(a).

- (c) Either party may change its designated representative above by sending written notice to the other party of such change.

**CONFLICT OF INTEREST AND ETHICAL CONDUCT**

21.

- (a) The Contractor shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Contractor or its employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
  - i. the Contractor and its employees, subcontractors and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
  - ii. where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
  - iii. except for payment as set out in this Contract, the Contractor and its employees, subcontractors or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
  - iv. the Contractor and its employees, subcontractors and agents shall not have any 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 the Services;
  - v. the Contractor, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Contractor in its business practices or in relation to its employees, subcontractors or agents; and
  - vi. the Contractor shall comply with, and ensure that its employees, subcontractors and agents comply with, the *Lobbyists Act* (Alberta), as amended from time to time.
- (b) In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Contractor shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Contractor shall not commence or continue performance of the Services without the prior written consent of the Province. If the Province is of the opinion the Contractor or its employees, subcontractors or agents are in a conflict of interest, the Province may terminate this Contract.

**SURVIVAL OF TERMS**

22. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:

- (a) clause 6           Records and Reporting;
- (b) clause 11         Material Ownership;
- (c) clause 12         Non-Disclosure of Information;

- (d) clause 13      Freedom of Information and Protection of Privacy; and
- (e) clause 14      Indemnity and Liability.

GENERAL

- 23. In the case of conflicts or discrepancies among this document and the Schedules and any Schedules attached to this document, the documents shall take precedence and govern in the following order:
  - (a) The body of this document, and
  - (b) The Schedules to this document.
- 24. Time is of the essence of this Contract.
- 25. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
- 26. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
- 27. The rights and remedies of the Province under this Contract are cumulative and any one or more may be exercised.
- 28. The Parties may amend this Contract only by mutual written agreement signed by the parties.
- 29. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
- 30. This Contract shall be for the benefit of and binds the successors and assigns of the parties.
- 31. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
- 32. In this Contract words in the singular include the plural and words in the plural include the singular.



33. This Contract may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by e-mailed in PDF shall constitute good delivery.

- 17(1)

The Parties' authorized representatives make this Contract.

HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the President of Treasury Board and Minister of Finance.

Critical Point Communications Inc.

- 17(1)

Per:

[Redacted Signature]

Per:

[Redacted Signature]  
Signature

Kate White

Print Name

Deputy Minister, Treasury Board & Finance

Title

October 20, 2023

Date

MICHAEL REID

Print Name

Principal & CEO

Title

October 16, 2023

Date

**Schedule A**  
**(Services)**

**1. Services**

Effective as of September 21, 2023, the Government of Alberta established the Alberta Pension Plan Public Engagement Panel (the “Panel”) to consult with Albertans on a potential Alberta Pension Plan (“APP”). The purpose of the engagement is to provide Albertans with information, ensure all Albertans have an opportunity to feed into the Panel’s work, and ensure their voices are heard in discussions about the possibility of establishing an APP.

The purpose, role, responsibilities and deliverables of the Panel are as set out in the Terms of Reference attached as an Appendix to the Ministerial Order (No. 34/2023) establishing the Panel (the “Terms of Reference”). The Panel is to conclude its work and deliver its final report to Government no later than May 31, 2024.

The Province retained an individual (the “Secretariat to the Panel”) to provide support to the Panel in all tasks and work required to assist the Panel in fulfilling its mandate and the Terms of Reference.

In accordance with the Services Timetable below, the Contractor will provide the following dedicated support:

- a. Working with the Secretariat to the Panel, leading the **drafting of public communications materials for the Panel**, including:
  - i. preparation of the Panel's workbook in a style and format that is clear and understandable and that effectively communicates the content of the Panel's public engagement survey and that can be printed, distributed, or downloaded;
  - ii. preparation of interim materials and content in relation to the work of the Panel and the development of the final report, including but not limited to summaries of key topics discussed, outline(s) for the final report, interim drafts of the final report, key messages and suggested communications approaches;
  - iii. preparation of the Panel's final report and recommendations in a style and format that is clear and understandable and that effectively communicates the messages and content of the Panel's work; and
  - iv. other communications support to the Panel.
- b. Attendance and participation at meetings to support the work of the Panel, as required; and
- c. Any other requests from the Province, the Secretariat to the Panel, or the Panel in relation to the Panel’s work.

**2. Services Timetable**

The Contractor will perform the Services no later than the completion dates specified as follows:

<b>Service/Deliverable</b>	<b>Completion Date</b>
Preparation of the Panel's workbook in support of the Panel's mandate to engage Albertans.	October 31, 2023
Preparation of interim communication materials and content in relation to the work of the Panel and the development of the final report, including but not limited to summaries of key topics discussed, outline(s) for the final report, interim drafts of the final report, and key message and suggested communications approaches.	Ongoing until March 29, 2024
Preparation of the Panel's final report in support of the Panel's mandate to provide a draft of the report to the Province by March 2, 2024.	Ongoing until March 2, 2024
Supporting the Panel and the Secretariat to the Panel until March 29, 2024, in relation to any follow-up clarifications, explanations or other advice as may be requested by the Province in relation to the Panel's final report.	March 29, 2024

**3. Contractor Personnel**

Subject to clause 9 of the Contract, the Contractor's resources, as specified below, will perform the Services:

<b>Individual</b>	<b>Service/Project Role</b>
Michael Reid	All Services delivery

**4. Approved Subcontractors or Agents (if any):**

N/A

**5. Facilities**

The Contractor shall be responsible for providing, at no cost to the Province, all of the Contractor's facilities (such as office space and equipment including desk and chair) and other supplies (including computer, telephone and office supplies) required to perform the Services.

Notwithstanding the foregoing, if requested by the Contractor or the Secretariat to the Panel, the Province agrees to provide the Contractor with access to a workspace in relation to any meetings of the Panel (including meetings involving presentations to or by the Panel).

**Schedule B**  
**(Payment)**

**1. Pricing**

Payments under the Contract will be as follows:

<b>Individual</b>	<b>Service/Project Role</b>	<b>Fixed Hourly Rate</b>
Michael Reid	All Services delivery	16(1)

**2. Expenses**

The Contractor's pricing as specified above is inclusive of all expenses incurred by the Contractor in the performance of the Services.