

RFP#: LAO RFP 2014-008
RFP Title: PeopleSoft Threat Risk
Assessments/Privacy Impact Assessments
Process Validation

THIS AGREEMENT made as of the 4th day of July, 2014

BETWEEN

Legal Aid Ontario

(hereinafter referred to as "LAO")

AND

Grant Thornton LLP

(hereinafter referred to as the "**Consultant**")



LAO and the Consultant agree as follows:

1.0 Description of Services

1.1 The Consultant shall perform the services described in Schedule "A" (the "Services").

2.0 Consultant's Representations and Warranties

2.1 The Consultant represents and warrants that:

(a) the Consultant is not a non-resident of Canada within the meaning of the Income Tax Act (Canada);

(b) the Consultant is a limited liability partnership registered in the Province of Ontario;

(c) the Consultant is duly registered and qualified to do business wherever necessary to carry out the terms of this Agreement;

(d) the Consultant is not a party to and agrees not to enter into any agreement, business or other relationship or to incur any obligations which may conflict with this Agreement;

(e) the Consultant is able and willing to perform the Services in a timely fashion.

2.2 The Consultant represents and warrants that the Services shall be performed faithfully and diligently in a good and workerlike manner

and to a high standard of professional competence and the Services shall be suitable for the purposes specified in Schedule "A".

- 2.3 Acceptance or approval of any Services by LAO officials, whether express or implied, shall not alter the Consultant's responsibilities under this Agreement.
- 2.4 The Consultant represents and warrants that its Services shall not infringe upon or violate any patent, copyright, trade secret or any other right of any third party, and shall not be libelous or otherwise unlawful.
- 2.5 The Consultant represents and warrants that it shall comply with all federal, provincial and municipal laws, regulations and orders in existence on the date of execution of this Agreement or coming into existence during the term of this Agreement, including but not limited to the Discriminatory Business Practices Act, the Human Rights Code, and the Freedom of Information and Protection of Privacy Act. The Consultant shall be responsible for obtaining any permits or licenses required for the performance of its responsibilities under this Agreement.
- 2.6 The Consultant represents and warrants that it can and does hereby waive all moral rights that it, its employees or subcontractors may have in connection with or respecting the Services or the Materials as defined in paragraph 11.1.
- 2.7 The Consultant represents and warrants that all materials, documents, data and working papers relating to the services shall be the property of LAO and shall be surrendered to LAO upon completion and written acceptance of the services or termination of the Agreement for any reason whatsoever, unless otherwise stipulated in the Schedule(s) attached hereto. No documents, working papers or manuals may be removed from the work area without the permission of the designated LAO official, nor is any information about any systems or data in them to be disclosed without similar written authorization. Notwithstanding the foregoing, LAO acknowledges and agrees that Consultant may keep one copy of all materials, documents, and working papers relating to the Services in order to meet its professional standards obligations; provided that such copy shall not contain information to which s. 89 of the *Legal Aid Services Act, 1998* applies.

3.0 Cost

3.1 LAO shall pay to the Consultant the fees and any amounts allocated for disbursements, all as set out in Schedule "B", provided that the total liability of LAO under this Agreement shall not, in any event, exceed the total amount set out in Schedule "B".

4.0 **Billing**

4.1 The Consultant shall invoice after final reports are approved by LAO.

4.2 Invoice shall be in the form attached hereto as Schedule "C" or shall contain the information set out in Schedule "C".

4.3 Failure to provide the information required by the invoice may result in delays in payment.

4.4 LAO shall pay the amount due only after receipt of an invoice satisfactory to LAO Representative, as defined in paragraph 14.1, and acceptance by LAO of the Services for which the invoice is given.

4.5 On amounts for which no cheque has been issued within thirty (30) days after receipt of a satisfactory invoice and acceptance of the Services, LAO shall pay interest, on request, at the current rate of interest payable by the Province of Ontario from time to time.

5.0 **Term and Time**

5.1 The Services shall commence on the **14th day of July, 2014** and the **Part A** shall be completed no later than the **15th day of September, 2014**; the **Part B** shall be completed no later than the **15th day of December, 2014**.

5.2 Time shall be of the essence. No extension or variation of this Agreement shall operate as a waiver of this provision.

5.3 The Consultant shall adhere to the critical path, if any, as set out in Schedule "A".

6.0 **Reports**

6.1 The Consultant shall submit progress reports to LAO Representative as requested.

6.2 The Consultant shall, upon the request of the LAO, submit a final report to LAO Representative upon completion of the Services.

When LAO has requested a final report, the Consultant shall, prior to submitting a final report, provide LAO with a draft of the final report for review and comment by LAO.

7.0 Personnel

- 7.1 The Services shall be performed by Grant Thornton personnel as assigned.
- 7.2 The Consultant will not knowingly solicit the employment of LAO's employees in any capacity whatsoever during the term of this Agreement and for a period of one year after the termination of this agreement.

8.0 Assignment

- 8.1 Neither party may assign this Agreement without the prior written consent of the other party.

9.0 Limitation of Liability, Indemnification and Insurance

- 9.1 With respect to the Services, the liability of Consultant and LAO and their respective present and former partners, principals, directors, employees and agents for any claim, including but not limited to negligence, shall not exceed the fees paid or payable hereunder for the portion of the work giving rise to such liability. Nor shall either party and their respective present and former partners, principals, directors, employees and agents be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, taxes, interest, tax penalties, savings or business opportunity). Such terms shall also continue to apply after any termination of this Agreement and during any dispute between the parties.

10.0 Termination

- 10.1 LAO may terminate this Agreement at any time, without fault and without liability, upon two (2) weeks' notice of termination to the Consultant.
- 10.2 LAO shall not by termination waive any rights or remedies it may have at the date of termination. Termination shall not relieve the Consultant from its warranties and other responsibilities relating to Services performed and money paid up to and including the date of termination.

10.3 In the event Consultant discovers any information which Consultant determines may affect its reputation or integrity, Consultant shall have the right to terminate its Services on 5 days prior written notice, provided that prior to giving such termination notice it will give LAO an opportunity to remedy the matter within a reasonable period of time (which will depend on the circumstances of the matter).

10.4 Upon termination, the Consultant shall:

(a) disclose to LAO the current state of the Services which are being performed by the Consultant at the date of termination and provide a report of, and all the material reflecting, such current state of the Services to LAO; and,

(b) deliver to LAO everything produced by the Consultant in attempting to carry out this Agreement, and shall return everything supplied to it by LAO. Upon receipt of this material, LAO shall pay the Consultant for all services satisfactorily performed up to and including the date of termination. Notwithstanding the foregoing, LAO acknowledges and agrees that Consultant may keep one copy of all materials, documents, and working papers relating to the Services in order to meet its professional standards obligations; provided that such copy shall not contain information to which s. 89 of the *Legal Aid Services Act, 1998* applies.

11.0 Intellectual Property

11.1 Except as provided for elsewhere within this Agreement, upon full payment of Consultant's account, Consultant hereby assigns to LAO all its rights, title and interest including, without limitation, copyright and proprietary rights to the documents, raw data, research, processes, technology, programs, designs and inventions (collectively referred to as the "**Materials**") developed or prepared specifically for LAO hereunder. However, the Materials may include, without limitation, know-how, concepts, techniques, methodologies, ideas and trade secrets that existed prior to the commencement of this Agreement or that, to the extent they are of general application, may have been discovered, created or developed by Consultants as a result of its own efforts during the Agreement (collectively "**Building Blocks**"), which rights and interests shall be retained by Consultant. To the extent the Materials may incorporate such Building Blocks, Consultant hereby grants to LAO a perpetual, world wide, paid up limited license to use such Building Blocks as integrated into such Materials for i)

LAO's internal purposes. LAO agrees not to sublicense or otherwise grant to any other party a right to use, copy or otherwise exploit or create derivative works from the Building Blocks. In addition, Consultant retains the right to use its knowledge, experience and know-how, including processes, ideas, concepts and techniques developed in the course of performing the Services.

12.0 Confidentiality

12.1 The Consultant shall not disclose or publish at any time, any of the information provided to it by LAO or any of the information obtained, conceived of, originated, discovered or developed in the course of the performance of the Consultant's duties and obligations under this Agreement without the prior written consent of LAO Representative, provided that Consultant shall be free to: (a) make disclosures as a result of any applicable law, court or other order binding upon it, under the laws of, or pursuant to any governmental action, regulatory requirement, or professional standard (with the exception, in the case of disclosure required by professional standards, of information to which s. 89 of the *Legal Aid Services Act, 1998* applies), in which event, Consultant will, in so far as it deems that it is able, immediately notify LAO. The Consultant and its employees engaged in the performance of the services shall execute a confidentiality agreement in the form attached as Schedule "D" hereto. The Consultant acknowledges that LAO will suffer substantial and irreparable harm if this clause is breached. Any breach of this provision shall entitle LAO to immediately terminate the agreement and pursue the Consultant for damages.

13.0 Notices

- 13.1 Notices under this Agreement shall be in writing and sent by personal delivery, facsimile transmission ("FAX") or by ordinary prepaid mail.
- 13.2 Notices by mail shall be deemed to have been received on the fourth business day after the date of mailing.
- 13.3 Notices by personal delivery or by FAX shall be deemed to have been received at the time of delivery or transmission.
- 13.4 In the event of an interruption in postal service, notice shall be given by personal delivery or by FAX.

13.5 Notices to the parties shall be sent to the following addresses:

LAO:

Nick Baturay, IT Technical Architect and
 Marinella Vanstone, Manager, IT Business & Appl. D.
 Legal Aid Ontario
 40 Dundas Street West., Suite 200
 Toronto, Ontario
 M5G 2H1
 Fax: (416) 204-7140

Consultant:

██████████, Partner
 19th Floor, Royal Bank Plaza South Tower
 200 Bay Street, Box 55, Toronto ON
 M5J 2P9
 ██████████

With a copy to:

50 Bay Street, 12th Floor
 Toronto, ON M5J 2Z8
 Attn: General Counsel
 ██████████

The parties may designate in writing to each other a change of address at any time.

14.0 Representatives

14.1 The LAO Representative is Nick Baturay. The Consultant's Representative is ██████████. Each party may designate a different representative by written notice to the other party.

15.0 Representations and Warranties

15.1 All representations, warranties, covenants and limitations of liability in this Agreement shall continue in full force and effect after the termination or expiry of this Agreement.

16.0 Publicity

16.1 LAO may, in its sole discretion, but on 10 business days notice to Consultant, publicly disclose the provisions of this Agreement, provided that LAO will not disclose the following:

- personally identifying information, signatures, and unit pricing (for greater clarity, LAO may disclose the total price for the Services);
- any portions of Schedule "A" other than Sections [1.0 and 2.0]; and
- any portions of Schedule "B" other than the total hours and total fee.

16.2 No publicity or publications relating to this Agreement or the Services shall occur without the prior written mutual consent of the parties hereto.

17.0 **Conflict of Interest - Gifts**

To avoid any conflict of interest and/or the perception of a conflict of interest, the Consultant, and, as applicable, the Consultant's officers, directors, employees, agents and assigns, shall not, under any circumstances, within one (1) year immediately prior to the commencement of, during, or within one (1) year immediately following the end of the Term of this Agreement or any renewal or extension thereof, or within one (1) year immediately following any other termination of this Agreement, provide, directly or indirectly, to or for the benefit of any of LAO's officers, directors, employees or agents, a gift or gifts of any kind. A gift in this Article includes a gratuitous benefit of any kind.

18.0 **Independent Contractor**

18.1 This Agreement is a contract for a particular and non-exclusive service. The Consultant shall have no power or authority to bind LAO or to assume or create any obligation or responsibility, expressed or implied, on LAO's behalf, or in its name, nor shall it hold itself out to anyone as an agent, employee or partner of LAO.

18.2 As between LAO and the Consultant, the Consultant is solely responsible for all legally required employer and employee contributions and deductions for itself and its staff, including Workers Compensation, Canada Pension Plan, Unemployment Insurance and Federal and Provincial Income Taxes.

19.0 **Harmonized Sales Tax Certificate**

19.1 LAO certifies that the Services are solely for use in the conduct of the business of LAO and therefore subject to the Harmonized Sales Tax.

20.0 Retention of Records and Inspection

20.1 The Consultant shall retain and maintain all results of the Services and all related materials and records associated with this Agreement for a period of seven (7) years following the termination or expiry of this Agreement.

20.2 LAO may, where required by an outside agency or auditor, upon five (5) business days' notice and during normal business hours, review all results of the Services and all related materials and records of the Consultant, during the term of this Agreement and within seven (7) years of its termination or expiry.

21.0 Waiver

21.1 A waiver of any failure to comply with any term of this Agreement must be in writing and signed by the aggrieved party. Each waiver must refer to specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

22.0 Bankruptcy

22.1 If the Consultant shall be declared insolvent or bankrupt, or if any assignment of the Consultant's property shall be made for the benefit of creditors or otherwise, or if a trustee in bankruptcy or similar officer or a receiver be appointed for the Consultant, then LAO may at its option upon written notice terminate this Agreement and shall thereupon be relieved from all liability hereunder.

23.0 Use of Consultant's Work

23.1 Notwithstanding any other provision of this Agreement, LAO shall not be bound to act upon or otherwise use the Services or Materials.

24.0 Amendments, Alterations and Additions

24.1 This Agreement may be amended, altered or added to only by written agreement between the parties which agreement is supplemental to this Agreement and thereafter forms part of this Agreement.

25.0 Governing Law

25.1 This Agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. The parties do hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

26.0 Headings

26.1 The parties agree that the headings in this Agreement form no part of the Agreement and have been inserted for convenience of reference only.

27.0 Entire Agreement

27.1 This Agreement, including the Schedules, constitutes the entire Agreement between the parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

28.0 Priority

LAO's Request for Proposal ("PeopleSoft ThreatRisk Assessments/Privacy Impact Assessments Process Validation, RFP# 2014-008) (the "RFP) and the Proponent's Response to LAO's RFP, dated June 17, 2014 (the "Proposal") and are hereby incorporated into and made part of this Agreement. In the event of a conflict or inconsistency, the following order of priority (from highest to lowest) shall apply:

Agreement
RFP including any Appendices, Exhibits and Schedules attached
Proposal

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED AT TORONTO this ^{10th} 4th day of July, 2014

Legal Aid Ontario

Per: 

Name: Michelle Seaman

Title: CAO & VP

I have authority to bind the corporation

DATED AT TORONTO this 4th day of July, 2014

Consultant

Per: 

Name: 

Title: Partner

I have authority to bind the corporation

SCHEDULE "A" (Description of services to be performed)

1.0 Objectives

Legal Aid Ontario, Information Technology Department requires Services from the Consultant to perform a harmonized Privacy Impact Assessments ("PIA") and Threat Risk Assessment (TRA) on LAO's existing PeopleSoft CRM, Financial, & Portal online system, for any vulnerabilities and privacy risks.

The Consultant will complete two services PIA and TRA assessment to be integrated for the purpose of eliminating any duplication in information gathering that would otherwise occur if the processes were undertaken independently.

The Consultant will complete a health check to ensure that PeopleSoft Financial, Portal and CRM system, meets privacy & security standards.

The Consultant will also complete process validation and improvement as well as developing/implementing an improved PIA/TRA framework/method/processes and artifacts to use with future PIA/TRA process for LAO IT systems as outlined in Part A and Part B deliverables below.

2.0 Scope of Work

As primary scope of work, the Consultant will conduct a review of LAO's PeopleSoft Financial system and Portal application as part of the PeopleSoft Financial systems upgrade from 8.4 to 9.2 and 8.4 to 9.1 for PeopleSoft Portal application. The engagement objective is to highlight any privacy and threat vulnerability that may exist, and recommendations to close those gaps, prior to completion of the upgrade project.

In addition, the Consultant will complete a review and thorough analysis of LAO's current privacy and security posture specific to PeopleSoft CRM 8.8 system.

The engage requirement is to provide Legal Aid Ontario (LAO) with a comprehensive report that contains recommendations to help LAO reduce and mitigate any privacy or threat risks with LAO's existing PeopleSoft Financial, Portal and CRM systems, of which will be considered as key recommendations to be addressed during the upgraded version of PeopleSoft Financial 9.2 and Portal 9.1.

The PeopleSoft Review and recommendation, must be completed by the Consultant by September 15, 2014 at the latest, as the PeopleSoft Financial and Portal upgrade current go-live is targeted for December 16, 2014.

Within the primary scope of the engagement: Consultant will complete security baselines for all current and target version/release of PeopleSoft application software (Financials, Portal, and CRM, also Oracle DB).

The Consultant will review the existing data classification, backup and retention standards and policies for PeopleSoft CRM system and Financial Solicitor Portal system.

In addition, for the Consultant will complete a document that clearly outlines as part of the PIA, the key regulatory requirements around the Legal authority for collection, use, disclosure, transfer and disposal details for LAO of data elements collected by LAO, which will be used as a future data inventory to be used as on an ongoing basis during system changes

As secondary scope, part B of work, to be completed no later than December 15, 2014, the Consultant must ensure that the privacy impact assessment (PIA) processes are standardized and aligned to industry best practices. Consultant will utilize relevant privacy legislations: Personal Health Information Protection Act (PHIPA), Freedom of Information and Protection of Privacy Act (FIPPA), Personal Information Protection and Electronic Document act (PIPEDA), etc.

The Consultant will assist LAO to identify and establish baseline security standards for current LAO platforms (operating system and hardware other application software, DBs, Operating Systems, and computer and network software and hardware infrastructure that LAO uses). The baselines will be used by LAO to start with an established minimum level of security safeguards on a going forward basis.

The Key Deliverables are set out in 2 parts – Part A and Part B. The expectation is that all deliverables will be achieved at the end of the engagement.

Part A, to be delivered prior to September 15 or start date of the UAT cycle of the PeopleSoft Financial system upgrade currently underway.

Part B can be delivered based on the Consultant's proposed set out project timelines, within "3.0 Project Plan" below, but no later than December 15, 2014.

Note: LAO will include support resources from the IT and Audit Departments for throughout the engagement.

Key Deliverables in order of priority:

Part A

1. Review LAO's PeopleSoft Financial and Portal system as part of the PeopleSoft upgrade from 8.4 to 9.2 for Financials and 8.4 to 9.1 for Portal and highlight any privacy and threat vulnerability that need to be considered prior to go-live date.
2. Provide LAO with a comprehensive PIA/TRA report and recommendations to help LAO reduce and mitigate the identified privacy and threat risks for the Financial 9.2 system before go live;
3. Review LAO's PeopleSoft CRM 8.8 system for any current privacy and threat vulnerability that may exist. This assessment will be used as a PIA/TRA posture baseline.

From R.15 in Q&A part of RFP

PIA/TRA will be performed for the upgrade versions: PeopleSoft Financials 9.2, PeopleSoft Enterprise Portals 9.1 and for the current version of PeopleSoft CRM (8.8).

4. Provide LAO with a comprehensive PIA/TRA report and recommendations to help LAO reduce and mitigate the identified privacy and threat risks for the CRM 8.8 system;
5. Establish a data dictionary to inventory and classify private information and data elements subject to privacy requirements.
6. Document and clearly outline as part of the PIA, the key regulatory requirements around the Legal authority for collection, use, disclosure, transfer and disposal details for LAO of data elements collected by LAO, which will be used as a future data inventory to be used as on an ongoing basis during system changes;
7. Review the existing data classification, backup and retention standards and policies for PeopleSoft CRM, Financial and Portal. If the existing data management practices in LAO need to be aligned to industry best practices, redevelop a new data management standards and policy that will comply with legislations and LAO requirements, and will cover classification, backup, retention and disposal of LAO client and corporate data used in the PeopleSoft environment but also will be applicable to data in other LAO system applications;
8. Establish and document security baselines for all current and target version/release of PeopleSoft application software (CRM, Financials and Portal, also Oracle DB);

Part B

1. Establish and Document security baselines for the other application software, DBs, Operating Systems, and computer and network software and hardware infrastructure that LAO uses;
2. Establish an asset management approach with an inventory and classification system for enterprise assets. Also for classified LAO IT assets, prepare a Technology Reference Model (TRM) that will be hosted in SharePoint on LAO Intranet;
3. High-level review of current protocols for breach notification and provide recommendations for improvement;
4. Highlight for LAO any privacy legislation and standards affecting LAO organization;
5. Provide insight into the types of privacy risks LAO faces and the mitigation of such risks;
6. Provide guidance on establishing an effective approach to privacy management;
7. Provide privacy compliance and assessment templates/tools for LAO; to use going forward
8. Provide a consistent format and structured process for analyzing compliance to legislation;
9. Compile a list following industry standards; and highlight important privacy risk factors that need to be considered on going forward basis;
10. Provide a consistent format and structured process, templates/tools for TRA;

Note: LAO currently has a PIA/TRA program in place, for PeopleSoft and all its systems. The above Deliverables are LAO's high level improvement areas that it is seeking a third party to assist with implementing.

3.0 PROJECT PLAN

Task ID	Task Name	Duration	Start	Finish
1	Part A: Financials and Enterprise Portal PIA/TRA Project Kick-off	23.5 days	Mon 7/14/14	Thu 8/14/14
2	Integrated Information Gathering	3 days	Mon 7/14/14	Wed 7/16/14
3	Business Overview	0.5 days	Mon 7/14/14	Mon 7/14/14
4	IT Overview	0.5 days	Mon 7/14/14	Mon 7/14/14
5	Application Architecture Overview	0.5 days	Tue 7/15/14	Tue 7/15/14
6	Infrastructure Overview	0.5 days	Tue 7/15/14	Tue 7/15/14
7	Privacy Overview	0.5 days	Wed 7/16/14	Wed 7/16/14

8	and Data Flows Documentation Review	3 days	Mon 7/14/14	Wed 7/16/14
9	Privacy Impact Assessment	18 days	Thu 7/17/14	Mon 8/11/14
10	Introduction and Background	2 days	Thu 7/17/14	Fri 7/18/14
11	Solution Description and Data Flow Analysis	3 days	Mon 7/21/14	Wed 7/23/14
12	Common	1 day	Mon 7/21/14	Mon 7/21/14
13	Financial Systems	1 day	Tue 7/22/14	Tue 7/22/14
14	Enterprise Portal	1 day	Wed 7/23/14	Wed 7/23/14
15	Statutory and Privacy Analysis	3 days	Thu 7/24/14	Mon 7/28/14
16	Common	1 day	Thu 7/24/14	Thu 7/24/14
17	Financial Systems	1 day	Fri 7/25/14	Fri 7/25/14
18	Enterprise Portal	1 day	Mon 7/28/14	Mon 7/28/14
19	Privacy Risk and Recommendation Analysis	4 days	Tue 7/29/14	Fri 8/1/14
Task ID	Task Name	Duration	Start	Finish
20	Executive Summary	2 days	Mon 8/4/14	Tue 8/5/14
21	Update deliverable components to include CRM analysis	4 days	Wed 8/6/14	Mon 8/11/14
22	Threat Risk Assessment	25 days	Thu 7/17/14	Wed 8/20/14
23	Introduction and Solution Description	2 days	Thu 7/17/14	Fri 7/18/14
24	Statement of Sensitivity	2 days	Mon 7/21/14	Tue 7/22/14
25	Threat Assessment	2 days	Wed 7/23/14	Thu 7/24/14
26	Vulnerability Assessment	4 days	Fri 7/25/14	Wed 7/30/14
27	Personnel	1 day	Fri 7/25/14	Fri 7/25/14
28	Administrative	1 day	Mon 7/28/14	Mon 7/28/14
29	Operational	1 day	Tue 7/29/14	Tue 7/29/14
30	Technical	1 day	Wed 7/30/14	Wed 7/30/14
31	Technical Vulnerability Assessment	8 days	Fri 7/25/14	Tue 8/5/14
32	Common	4 days	Fri 7/25/14	Wed 7/30/14
33	Financial Systems	2 days	Thu 7/31/14	Fri 8/1/14
34	Enterprise Portal	2 days	Mon 8/4/14	Tue 8/5/14
35	Risk Analysis	3 days	Wed 8/6/14	Fri 8/8/14
36	Recommendation Development	2 days	Mon 8/11/14	Tue 8/12/14
37	Executive Summary	2 days	Wed 8/13/14	Thu 8/14/14
38	Update deliverable components to include CRM analysis	4 days	Fri 8/15/14	Wed 8/20/14

39	Deliverable: Financials PIA	1 day	Thu 8/14/14	Thu 8/14/14
40	Deliverable: Enterprise Portal PIA	1 day	Thu 8/14/14	Thu 8/14/14
41	Deliverable: CRM PIA	1 day	Thu 8/21/14	Thu 8/21/14
42	Deliverable: Financials TRA	1 day	Thu 8/14/14	Thu 8/14/14
43	Deliverable: Enterprise Portal TRA	1 day	Thu 8/14/14	Thu 8/14/14
44	Deliverable: CRM TRA	1 day	Thu 8/21/14	Thu 8/21/14
45	Part B: LAO Corporate PIA/TRA Program Improvements	20.5 days	Thu 8/21/14	Thu 9/18/14
46	Integrated Information Gathering	3.5 days	Thu 8/21/14	Tue 8/26/14
47	Interview Relevant Stakeholders	0.5 days	Thu 8/21/14	Thu 8/21/14
48	Documentation Review	3 days	Thu 8/21/14	Tue 8/26/14
49	Deliverable Tasks	17 days	Tue 8/26/14	Thu 9/18/14
50	Gap Identification	1 day	Tue 8/26/14	Wed 8/27/14
51	Security and TRA Baselines	2 days	Wed 8/27/14	Fri 8/29/14
52	Asset Management Approach	2 days	Fri 8/29/14	Tue 9/2/14

Task ID	Task Name	Duration	Start	Finish
53	Breach Notification Protocol Review	2 days	Tue 9/2/14	Thu 9/4/14
54	Identification of privacy legislation and standards	1 day	Thu 9/4/14	Fri 9/5/14
55	Privacy Risks and Mitigation Analysis	1 day	Fri 9/5/14	Mon 9/8/14
56	Privacy and TRA Managements	2 days	Mon 9/8/14	Wed 9/10/14
57	Privacy compliance and assessment templates/tools	2 days	Wed 9/10/14	Fri 9/12/14
58	Structures privacy compliance analysis process	1 day	Fri 9/12/14	Mon 9/15/14
59	PIA/TRA industry standards	1 day	Mon 9/15/14	Tue 9/16/14
60	TRA process and templates/tools	2 days	Tue 9/16/14	Thu 9/18/14

SCHEDULE "B" (Pricing and schedule of payments)

Bid Rate Form

Part A

Role of Resource Assigned	Per Diem	Days Allocated (level of effort)	Line Total (rounded)	Total Cost for Deliverable

Part B

Role of Resource Assigned	Per Diem	Days Allocated (level of effort)	Line Total (rounded)	Total Cost for Deliverable
██████████ - Engagement Partner				
██████████ - Project Lead/TRA Lead				
██████████ - TRA, Risk Analyst				
██████████ - PIA Lead, Privacy Specialist				
██████████ - VA Lead/Technical Security Specialist				
██████████ - Technical Security Specialist				
Total				

Total Part A & Part B

Phase	Per Day	Days Allocated	Line Total	Total Cost for Deliverable
Part A - PeopleSoft PIA/TRA Financials PIA/TRA Enterprise Portal (Lawyer Portal) PIA/TRA CRM PIA/TRA	See above			
Part B - LAO Corporate PIA/TRA Program Improvements	See above			
Total Cost				
			Total Project Cost	91889

Pricing is in CDN funds and is inclusive of all expenses. Applicable taxes are extra.

SCHEDULE "C" (Invoice information)

BILLING INFORMATION REQUIRED

Every Invoice shall contain detailed billing information and must include the following:

Services/Product delivered
Detailed Description of Services/product delivered
Service/Product delivered date
Cost per item
Total Cost

SCHEDULE "D"

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (the "agreement") is entered into and is effective as of the 4th day of July, 2014 by and between Legal Aid Ontario ("LAO") and Grant Thornton LLP (the "Recipient").

1. In the performance of duties and responsibilities for LAO, the Recipient will become aware of confidential and proprietary information ("Information") related to LAO and its clients and stakeholders. This Information includes, but is not limited to, client, statistical, financial, technical, business, operational information and information related to LAO processes and/or computer systems.
2. Recipient will not disclose, publish, or disseminate Information to anyone other than those of its employees with a need to know, and Recipient agrees to take reasonable precautions to prevent any unauthorised use, disclosure, publication, or dissemination of Information. This paragraph is restricted by paragraph 4.0 in respect of personal information.
3. Recipient agrees to use Information for the sole purpose of performing its duties and responsibilities for LAO. Recipient agrees not to use Information otherwise for its own or any third party's benefit without prior written approval of an authorised representative of LAO in each instance.
4. The Recipient agrees that access to personal information which is in a form which identifies directly or indirectly the individual to whom the personal information relates will be given to the following named individuals only: The Consultant's project team listed in the Consultant's proposal.
5. All Information, and any Derivatives thereof whether created by LAO or Recipient, remains the property of LAO and no license or other rights to Information is granted or implied hereby. For purposes of the agreement, "Derivatives" shall mean:
 - a) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted
 - b) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new

material which may be protected by copyright and/or trade secret;
and,
c) for patentable or patented material, any improvement thereon.

6. Within ten days of receipt of LAO's written request, Recipient will return to LAO all documents, records and copies thereof containing Information. The term "documents" includes all information fixed in any tangible medium of expression, in whatever form or format. .
Notwithstanding the foregoing, LAO acknowledges and agrees that Recipient may keep one copy of all materials, documents, and working papers relating to the services in order to meet its professional standards obligations; provided that such copy shall not contain information to which s. 89 of the *Legal Aid Services Act, 1998* applies.
7. The Recipient shall destroy upon the conclusion of the contract all the information identifying individuals which is in their possession which is not returned to LAO.
8. The Recipient agrees not to contact any individual to whom personal information relates, directly or indirectly, without the prior written authority of LAO.
9. The Recipient shall ensure that no personal information will be used or disclosed in a form in which the individual to whom it relates can be identified without the prior written authority of LAO.
10. Recipient hereby acknowledges that unauthorised disclosure or use of Information could cause irreparable harm and significant injury to LAO that may be difficult to ascertain. Accordingly, Recipient agrees that LAO will have the right to seek and obtain immediate injunctive relief to enforce obligations under this agreement in addition to any other rights and remedies it may have.
11. Upon default by the Recipient under any terms of this agreement, and at any time after the default, LAO shall have all rights and remedies provided by law and by this agreement. No delay or omission by LAO in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. All rights and remedies of LAO granted or recognized in this agreement are cumulative and may be exercised at any time and from time to time independently or in combination.
12. The rights and obligations of this agreement shall survive and continue for three years after any expiration or termination, except in relation to




information to which s. 89 of the *Legal Aid Services Act, 1998* applies for which this is no time limit, for any cause, of Recipient's performance of duties and responsibilities for LAO and shall bind the parties and their legal representatives, successors and assigns.

- 13. The Recipient shall notify LAO in writing immediately if the Recipient becomes aware that any of the provisions set out in this agreement have been breached.
- 14. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.
- 15. This agreement shall be governed by and be interpreted in accordance with the laws of the Province of Ontario.
- 16. No change or modification of this agreement shall be valid unless it is in writing and signed by each party.

In witness hereof the parties have signed and sealed this agreement this 4th day of July, 2014.

Legal Aid Ontario

The Recipient

<p>Per: </p> <p>Name: <u>Michelle Seguin</u></p> <p>Title: <u>CAO - VP</u></p> <p>Date: <u>July 10, 2014</u></p>	<p>Per: </p> <p>Name: </p> <p>Title: <u>Partner</u></p> <p>Date: <u>July 7, 2014</u></p>
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