

**SCHEDULE 23
PRIVACY PROTECTION**

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1. Definitions

1.1 In this Schedule,

- (a) “**access**” means disclosure by the provision of access;
- (b) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual; and
- (c) “**privacy course**” means the Province’s online privacy and information sharing training course.

2. Purpose

2.1 The purpose of this Schedule is to:

- (a) enable the Province to comply with the Province’s statutory obligations under FOIPPA with respect to Personal Information; and
- (b) ensure that, as a service provider, Project Co is aware of and complies with Project Co’s statutory obligations under FOIPPA with respect to Personal Information.

3. Collection of Personal Information

3.1 Unless this Agreement otherwise specifies or the Province otherwise directs in writing, Project Co may only collect or create Personal Information that is necessary for the performance of Project Co’s obligations, or the exercise of Project Co’s rights, under this Agreement.

3.2 Unless this Agreement otherwise specifies or the Province otherwise directs in writing, Project Co must collect Personal Information directly from the individual the information is about.

3.3 Unless this Agreement otherwise specifies or the Province otherwise directs in writing, Project Co must tell an individual from whom Project Co collects Personal Information:

- (a) the purpose for collecting it;
- (b) the legal authority for collecting it; and
- (c) the title, business address and business telephone number of the person designated by the Province to answer questions about Project Co’s collection of Personal Information.

4. Privacy Training

4.1 Project Co must ensure that each person who will provide services under this Agreement that involve the collection or creation of Personal Information will complete, at Project Co’s expense, the privacy course prior to that person providing those services.

4.2 The requirement in Section 4.1 will only apply to persons who have not previously completed the privacy course.

5. Accuracy of Personal Information

5.1 Project Co must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by Project Co or the Province to make a decision that directly affects the individual the information is about.

6. Requests for Access to Personal Information

6.1 If Project Co receives a request for access to Personal Information from a person other than the Province, Project Co must promptly advise the person to make the request to the Province unless this Agreement expressly requires Project Co to provide such access, and, if the Province has advised Project Co of the name or title and contact information of an official of the Province to whom such requests are to be made, Project Co must also promptly provide that official's name or title and contact information to the person making the request.

7. Correction of Personal Information

7.1 Within 5 Business Days of receiving a written direction from the Province to correct or annotate any Personal Information, Project Co must annotate or correct the information in accordance with the direction.

7.2 When issuing a written direction under Section 7.1, the Province must advise Project Co of the date the correction request to which the direction relates was received by the Province in order that Project Co may comply with Section 7.3.

7.3 Within 5 Business Days of correcting or annotating any Personal Information under Section 7.1, Project Co must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, Project Co disclosed the information being corrected or annotated.

7.4 If Project Co receives a request for correction of Personal Information from a person other than the Province, Project Co must promptly advise the person to make the request to the Province and, if the Province has advised Project Co of the name or title and contact information of an official of the Province to whom such requests are to be made, Project Co must also promptly provide that official's name or title and contact information to the person making the request.

8. Protection of Personal Information

8.1 Project Co must protect Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in this Agreement.

9. Storage and Access to Personal Information

9.1 Unless the Province otherwise directs in writing, Project Co must not store Personal Information outside Canada or permit access to Personal Information from outside Canada.

10. Retention of Personal Information

10.1 Unless this Agreement otherwise specifies, Project Co must retain Personal Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

11. Use of Personal Information

11.1 Unless the Province otherwise directs in writing, Project Co may only use Personal Information if that use is for the performance of Project Co's obligations, or the exercise of Project Co's rights, under this Agreement.

12. Disclosure of Personal Information

12.1 Unless the Province otherwise directs in writing, Project Co may only disclose Personal Information inside Canada to any person other than the Province if the disclosure is for the performance of Project Co's obligations, or the exercise of Project Co's rights, under this Agreement.

12.2 Unless this Agreement otherwise specifies or the Province otherwise directs in writing, Project Co must not disclose Personal Information outside Canada.

13. Notice of Foreign Demands for Disclosure

13.1 In addition to any obligation Project Co may have to provide the notification contemplated by section 30.2 of FOIPPA, if in relation to Personal Information in the custody or under the control of Project Co, Project Co:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that Project Co knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of Personal Information has occurred in response to a foreign demand for disclosure,

Project Co must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of FOIPPA. In this Section 13.1, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of FOIPPA.

14. Notice of Unauthorized Disclosure

14.1 In addition to any obligation Project Co may have to provide the notification contemplated by section 30.5 of FOIPPA, if Project Co knows that there has been an unauthorized disclosure of Personal Information in the custody or under the control of Project Co, Project Co must immediately notify the Province. In this Section 14.1, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of FOIPPA.

15. Inspection of Personal Information

15.1 In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to Project Co, enter on Project Co's premises to inspect any Personal Information in the possession of Project Co or any of Project Co's information management policies or practices relevant to Project Co's management of Personal Information or Project Co's compliance with this Schedule and Project Co must permit, and provide reasonable assistance to, any such inspection.

16. Compliance with FOIPPA and Directions

16.1 Project Co must in relation to Personal Information comply with:

- (a) the requirements of FOIPPA applicable to Project Co as a service provider, including any applicable order of the commissioner under FOIPPA; and
- (b) any direction given by the Province under this Schedule.

16.2 Project Co acknowledges that it is familiar with the requirements of FOIPPA governing Personal Information that are applicable to it as a service provider.

17. Notice of Non-Compliance

17.1 If for any reason Project Co does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, Project Co must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

18. Interpretation

18.1 In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

18.2 Any reference to "Project Co" in this Schedule includes any Subcontractor or agent retained by Project Co to perform obligations under this Agreement and Project Co must ensure that any such Subcontractors and agents comply with this Schedule.

18.3 The obligations of Project Co in this Schedule will survive the termination of this Agreement.

18.4 If a provision of this Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of FOIPPA or an applicable order of the commissioner under FOIPPA, the conflicting provision of this Agreement (or direction) will be inoperative to the extent of the conflict.

18.5 Project Co must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to Section 18.6, the law of any jurisdiction outside Canada.

18.6 Nothing in this Schedule requires Project Co to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with FOIPPA.