

SCHEDULE E – PRIVACY PROTECTION AND ACCESS TO INFORMATION

In this Schedule,

1.
 - (a) **“access”** means disclosure by the provision of access;
 - (b) **“Act”** means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
 - (c) **“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, if the information is used for that purpose;
 - (d) **“personal information”** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between UVic and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable UVic to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless this Agreement otherwise specifies or UVic otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless this Agreement otherwise specifies or UVic otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless this Agreement otherwise specifies or UVic otherwise directs in writing, the Contractor must tell an individual from whom the Contractor 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 UVic to answer questions about the Contractor’s collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or UVic to make a decision that directly affects the individual the information is about.

SCHEDULE E – PRIVACY PROTECTION AND ACCESS TO INFORMATION

Requests for access to personal information

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

Correction of personal information

8. Within 5 business days of receiving a written direction from UVic to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, UVic must advise the Contractor of the date the correction request to which the direction relates was received by UVic in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor 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 UVic, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than UVic, the Contractor must promptly advise the person to make the request to UVic and, if UVic has advised the Contractor of the name or title and contact information of an official of UVic to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor 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 the Agreement.

Storage and access to personal information

13. Unless UVic otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by UVic in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless UVic otherwise directs in writing, the Contractor may only use personal information if that use is:



SCHEDULE E – PRIVACY PROTECTION AND ACCESS TO INFORMATION

- (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
- (b) in accordance with section 13.

Disclosure of personal information

- 16. Unless UVic otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than UVic if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 17. Unless this Agreement otherwise specifies or UVic otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

- 18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor 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
 - (d) must immediately notify UVic and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

- 19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify UVic. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

- 20. In addition to any other rights of inspection UVic may have under this Agreement or under statute, UVic may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

- 21. The Contractor must in relation to personal information comply with:



SCHEDULE E – PRIVACY PROTECTION AND ACCESS TO INFORMATION

- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by UVic under this Schedule.

22. The Contractor acknowledges that it is familiar with and agrees to adhere to the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify UVic 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.

Termination of Agreement

24. In addition to any other rights of termination which UVic may have under the Agreement or otherwise at law, UVic may, subject to any provisions in this Agreement establishing mandatory cure periods for defaults by the Contractor, terminate this Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

- 25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 26. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
- 27. The obligations of the Contractor in this Schedule will survive the termination of this Agreement.
- 28. If a provision of this Agreement (including any direction given by UVic under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of this Agreement (or direction) will be inoperative to the extent of the conflict.
- 29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or subject to section 30, the law of any jurisdiction outside Canada.
- 30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.