

Schedule "A"

Privacy Protection Schedule

This Schedule forms part of the agreement between University of Western Ontario (the "University") and [insert name] (the "Service Provider") respecting the delivery of Services identified in the Agreement.

Definitions

1. In this Schedule,
 - (a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time;
 - (b) "**personal information**" means recorded information about an identifiable individual, provided to or collected or created by Service Provider as a result of the Agreement with the University;
 - (c) "**privacy breach**" shall mean the unauthorized collection, access, use or disclosure of personal information in a manner not permitted under the Agreement or the Act and which compromises the security or privacy of such information.
 - (d) "**in writing**" means direction, notification or information that is written either in paper form or in electronic form.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the University to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Service Provider securely collects, uses, discloses, stores and destroys personal information provided by the University.

Ownership

3. The University shall own all personal information submitted to or created by the Service Provider under this Agreement.

Handling of personal information

4. Unless the Agreement otherwise specifies or the University otherwise directs in writing, the Service Provider shall not directly or indirectly use, collect or disclose any personal information for any purposes not authorized by the University.
5. Unless the Agreement otherwise specifies or the University otherwise directs in writing, any access to or use of personal information that is not necessary for the performance of the Service Provider's contractual obligations with the University is strictly prohibited.
6. Only those employees of the Service Provider who require access to personal information to fulfill the Service Provider's obligations under this Agreement shall have access to such information, and all such employees shall have entered into a confidentiality agreement with the Service Provider.
7. The Service Provider shall not disclose any personal information to a third party unless authorized by the University or compelled by law or court or court order. If the Service Provider receives a request, subpoena or order for access to personal information from a third party (the "Requester"), the Service Provider must promptly advise the Requester to make the request to the University. If the Service Provider is legally compelled to disclose any personal information to a Requester, the Service Provider must provide prompt notice to the University before any disclosure to allow the University to seek a protective order or other appropriate remedy to prevent or limit such disclosure.

unless the Service Provider is legally prohibited from doing so. The Service Provider shall only disclose that portion of the personal information which the Service Provider is legally compelled to disclose.

Subcontracting

8. The Service Provider is not permitted to subcontract the whole or any part of the contract without the prior written consent of the University. In the event that the University consents to the Service Provider subcontracting certain services, the University may impose the same contractual obligations on the subcontractor that are imposed on the Service Provider.

Storage

9. The Service Provider shall store all personal information provided, collected or created under this Agreement at its/its data host's designated target servers located in xx, xx. The Service Provider shall not process or transfer personal information to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Service Provider's designated backup and recovery processes and is encrypted.

In the event that the Service Provider wishes to change its data host or the location of the servers hosting the personal information, the Service Provider shall provide the University sixty (60) days advance written notice of the proposed change. Should the University not approve of the change, it shall notify the Service Provider within thirty (30) days of its receipt of the Service Provider's notice. The Service Provider shall then have ten (10) days to withdraw the change. If the Service Provider fails or refuses to withdraw the change, the University may immediately terminate the Agreement.

Security of personal information

10. The Service Provider shall ensure the security and integrity of all personal information from unauthorized collection, use, disclosure or destruction. The Service Provider shall, in accordance with industry best practices, implement, use and maintain the most appropriate administrative, physical and technological security measures and procedures to fulfill its obligations with respect to ensuring the security and integrity of such personal information. These measures and procedures will be extended by contract to all subcontractors used by the Service Provider.

Correction of personal information

11. The Service Provider shall assist the University in correcting any personal information in the Service Provider's custody or control.

Requests for access to personal information

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

Return and Disposal of personal information

13. At the expiry or termination of the Agreement, or at such time as the University may direct, the Service Provider must do any or all of the following with respect to personal information as required by the University:

(a) transfer to the University all personal information transferred to or collected, created, maintained, or stored by the Service Provider in relation to this Agreement in a reasonably accessible format and within sixty (60) days; and/or

(b) securely and permanently destroy all copies (including back ups) of personal information transferred to or collected, created, maintained, or stored by the Service Provider in relation to this Agreement within sixty (60) days and provide written confirmation of the secure and permanent destruction to the University within thirty (30) days of such destruction.

Inspection of personal information

14. In addition to any other rights of inspection the University may have under the Agreement or under statute, the University may, at any reasonable time and on reasonable notice to the Service Provider, enter on the Service Provider's premises to inspect any personal information in the possession of the Service Provider or any of the Service Provider's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Service Provider must permit, and provide reasonable assistance to, any such inspection. The Service Provider shall also provide the University with copies of any third party audits of the Service Providers information and security systems at reasonable intervals.

Compliance with the Act and directions

15. The Service Provider must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Service Provider as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any commercially reasonable direction given by the University under this Schedule, and any expense incurred in connection with such direction shall be reimbursed to Service Provider by University.

Notice of privacy breach

16. If there is a privacy breach, the Service Provider must immediately notify the University in writing of the particulars of the breach and what steps it has taken or proposes to take to address, or prevent recurrence of, the breach. Thereafter, the Service Provider shall provide the University with information concerning the breach as reasonably requested by the University.

Insurance

17. For the duration of the Agreement, the Service Provider shall maintain network security and privacy liability insurance with third party coverage in an amount not less than \$1,000,000.00CDN, in addition to any other insurance required by the University in the Agreement. The Service Provider shall provide the University with a certificate of insurance evidencing such coverage within thirty (30) days of a written request by the University.

Indemnification

18. The Service Provider shall indemnify and save harmless the University from:

- (i) any third party claims resulting from a privacy breach caused by an act or omission of the Service Provider;
- (ii) any costs incurred by the University in responding to a privacy breach caused by the Service Provider; and
- (iii) any damages incurred by the University as a result of the Service Provider's breach of the terms of this Schedule.

Despite anything to contrary, the foregoing indemnifications shall not be subject to any limitations of liability specified in the Agreement.

Termination of Agreement

19. In addition to any other rights of termination which the University may have under the Agreement or otherwise at law, the University may terminate the Agreement by giving notice in writing of such termination to the Service Provider (i) upon any failure of the Service Provider to materially comply with this Schedule or (ii) in the event of a material privacy breach.

Interpretation

20. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
21. The obligations of the Service Provider in this Schedule will survive the termination of the Agreement.
22. If a provision of the Agreement (including any direction given by the University under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
23. Despite anything to the contrary, in the event of a conflict between a provision of this Schedule and a provision of this Agreement or any other schedule to the Agreement, the provision in this Schedule shall govern.