PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between

_____ (the "Organization") and

_____ (the "Contractor") respecting

_____ (the "Agreement")

Purpose

1. The purpose of this Schedule is to enable the Organization to comply with its statutory obligations under the *Personal Information Protection Act* with respect to "personal information", as defined in section 2 of this Schedule.

Definition of personal information

2. In this Schedule, "personal information" means information about an identifiable individual collected or created by the Contractor as a result of the Agreement or any previous agreement between the Organization and the Contractor dealing with the same subject matter as the Agreement.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Organization 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 the Agreement otherwise specifies or the Organization otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Organization otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

   (a) the purpose for collecting it; and

   (b) on request by the individual, the position name or title and the contact information of the person designated by the Organization to answer questions about the Contractor's collection of personal information.

Consent for the collection, use or disclosure of personal information

6. Unless the Agreement otherwise specifies or the Organization otherwise directs in writing, the Contractor must not collect, use or disclose personal information about an individual without the consent of the individual to whom the information relates.

Withdrawal of consent

7. If an individual provides reasonable notice to the Contractor that the individual withdraws consent to the collection, use or disclosure of the individual's personal information, the Contractor must inform the individual of the likely consequences to the individual, if any, of withdrawing consent.

8. The Contractor must not prohibit an individual from withdrawing consent to the collection, use or disclosure of the individual's personal information, unless the withdrawal of consent would frustrate the performance of a legal obligation.

9. If an individual withdraws consent to the collection, use or disclosure of the individual's personal information, the Contractor must stop the collection, use or disclosure of the individual's personal information (unless it is permitted under the Act without consent).

Accuracy of personal information

10. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information it collects that is likely to be used by the Contractor or the Organization to make a decision that directly affects the individual the information is about or to be disclosed to another party.

Access to personal information

11. If the Contractor receives a request for access to personal information from a person other than the Organization, the Contractor must promptly advise the person to make the request to the Organization, unless the Agreement expressly requires the Contractor to provide such access, and provide the name or title and contact information of an official of the Organization to whom such requests are to be made.

Correction of personal information

12. Within 5 business days of receiving a written direction from the Organization to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

13. When issuing a written direction under section 12, the Organization must advise the Contractor of the date the correction request was received by the Organization in order that the Contractor may comply with section 14.

14. Within 5 business days of correcting or annotating any personal information under section 12, the Contractor must provide the corrected information to any party to whom, within one year prior to the date the correction request was made to the Organization, the Contractor disclosed the information being corrected.

15. If the Contractor receives a request for correction of personal information from a person other than the Organization, the Contractor must promptly advise the person to make the request to the Organization unless the Agreement expressly requires the Contractor to make the correction or annotation and provide the name or title and contact information of an official of the Organization to whom such requests are to be made.

Protection of personal information

16. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, copying, modification or disposal.

Retention of personal information

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

Use of personal information

18. Unless the Organization otherwise directs in writing, the Contractor may only use personal information for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

19. Unless the Organization otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Organization if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Inspection of personal information

20. In addition to any other rights of inspection the Organization may have under the Agreement or under statute, the Organization 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 directions

21. The Contractor must comply with any direction given by the Organization under this Schedule

Notice of non-compliance

22. 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 the Organization 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

23. In addition to any other rights of termination which the Organization may have under the Agreement or otherwise at law, the Organization may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the 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

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

25. 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.

26. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.