

## Privacy Protection Schedule

### BETWEEN:

The City of Port Moody  
100 Newport Drive  
Port Moody, BC V3H 5C3  
(the "City")

### AND:

Name  
Address  
Address  
(the "Contractor")

### Definitions

1. In this Schedule,
  - (a) **"access"** means disclosure by the provision of access;
  - (b) **"Act"** means the *Freedom of Information and Protection of Privacy Act*;
  - (c) **"agreement"** means the agreement between the City and the Contractor to which this Schedule is attached;
  - (d) **"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;
  - (e) **"contractor"** means the person retained to perform the services under the Agreement;
  - (f) **"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 the City 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;
  - (g) **"public body"** means "public body" as defined in the Act;
  - (h) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
  - (i) **"Third Party Hosting Provider"** means a third party that provides a platform or hosting service through which the Contractor delivers the services under the Agreement and to whom personal information is not accessible and as such, for the purposes of this Schedule, is not considered a subcontractor;
  - (j) **"service provider"** means a person retained under a contract to perform services for a public body; and

- (k) **“unauthorized disclosure of personal information”** means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

### **Purpose**

- 2. The purpose of this Schedule is to:
  - (a) enable the City to comply with the City’s 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 the Contractor's statutory obligations under the Act with respect to personal information.

### **Acknowledgements**

- 3. The Contractor acknowledges and agrees that
  - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
  - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor or a Third Party Hosting Provider is and remains under the control of the City; and,
  - (c) unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only access, collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

### **Collection of personal information**

- 4. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
  - (a) the City provides personal information to the Contractor;
  - (b) the Agreement otherwise specifies; or
  - (c) the City otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
  - (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 City to answer questions about the Contractor’s collection of personal information.

## **Privacy Training**

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, privacy training in relation to this Agreement prior to that person providing those services.

## **Accuracy of personal information**

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

## **Requests for access to personal information**

9. If the Contractor receives a request for access to personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City unless the Agreement expressly requires the Contractor to provide such access and, if the City has advised the Contractor of the name or title and contact information of an official of the City 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**

10. Within five (5) Business Days of receiving a written direction from the City to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the City must advise the Contractor of the date the correction request to which the direction relates was received by the City in order that the Contractor may comply with section 12.
12. Within five (5) Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one (1) year prior to the date the correction request was made to the City, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City and, if the City has advised the Contractor of the name or title and contact information of an official of the City 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**

14. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely

segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

### **Storage and access to personal information**

15. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the City, by supporting the City with completion of such assessments as may be required by law.
16. The Contractor must not change the location where personal information is stored without receiving prior authorization of the City in writing.
17. The Contractor will not authorize or assist a Third Party Hosting Provider to access any personal information without the prior written approval of the City.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the City upon request.

### **Retention of personal information**

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

### **Use of personal information**

20. Unless the City otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

### **Metadata**

21. Where the Contractor has or generates metadata as a result of services provided to the City, where that metadata is personal information, the Contractor will:
  - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
  - (b) remove or destroy individual identifiers, if practicable.

### **Disclosure of personal information**

22. Unless the City otherwise directs in writing, the Contractor may only disclose personal information to any person other than the City if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
  - (a) receives a third-party request 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 third-party request for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure subject to section 24, the Contractor must immediately notify the City.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the City as required by section 23, the Contractor must instead:
  - (a) use its best efforts to direct the party making the third-party request to the City;
  - (b) provide the City with reasonable assistance to contest the third-party request; and
  - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
    - (i) the control of personal information by the City as a public body under the Act;
    - (ii) the application of the Act to the Contractor as a service provider to the City;
    - (iii) the conflict between the Act and the third-party request; and
    - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

### **Notice of unauthorized disclosure**

25. 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 the custody or under the control of the Contractor, the Contractor must immediately notify the City.

### **Inspection of personal information**

26. In addition to any other rights of inspection the City may have under the Agreement or under statute, the City 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 the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

### **Compliance with the Act and directions**

27. The Contractor must in relation to personal information comply with:
  - (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation and applicable order of the commissioner under the Act and the terms of this Schedule; and
  - (b) any direction given by the City under this Schedule.
28. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
29. The Contractor will provide the City with such information as may be reasonably requested by the City to assist the City in confirming the Contractor's compliance with this Schedule.

### **Notice of non-compliance**

30. 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 City 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**

31. In addition to any other rights of termination which the City may have under the Agreement or otherwise at law, the City 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**

32. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
33. 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.
34. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
35. If a provision of the Agreement (including any direction given by the City 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.
36. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.
37. 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.

**IN WITNESS WHEREOF** the parties hereto have executed this Schedule the day and year written below.

For the Contractor:

\_\_\_\_\_  
Full Name of Company

\_\_\_\_\_  
Authorized Signing Officer Signature

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Authorized Signing Officer Signature

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

For the City:

City of Port Moody  
Full Name of Company

\_\_\_\_\_  
Authorized Signing Officer Signature

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Authorized Signing Officer Signature

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date