

PRIVACY AGREEMENT

This Privacy Agreement is dated as of **DATE**.

Between:

British Columbia Housing Management Commission

4555 Kingsway Avenue, Burnaby, BC

("BC Housing")

AND:

SUPPLIER

SUPPLIER ADDRESS

("Supplier")

Whereas:

Pursuant to the Purchase Order between BC Housing and **VENDOR**, **[Brief description and/or number Details]**.

By mutual agreement between the parties, (BC Housing and Supplier), agree to the following Privacy Protection Schedule:

PRIVACY PROTECTION SCHEDULE

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* including any regulation made under it;
 - (c) **"Contract"** means the master agreement between BC Housing and the Supplier to which this Schedule is attached;
 - (d) **"BC Housing"** means the BC Housing Management Commission;
 - (e) **"Business Day"** means a day, other than a Saturday or Sunday, on which the provincial government offices are open for regular business in British Columbia;
 - (f) **"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;

- (g) “**Supplier**” means the person retained to perform the services under the Contract;
- (h) “**Personal information**” means recorded information about an identifiable individual, other than contact information, collected, created or accessible by the Supplier as a result of the Contract or any previous Contract between BC Housing and the Supplier dealing with the same subject matter as the Contract;
- (i) “**Privacy course**” means BC Housing’s online privacy and information sharing training course or another course approved by BC Housing;
- (j) “**Public body**” means “public body” as defined in the Act;
- (k) “**Service provider**” means a person retained under a contract to perform services for a public body;
- (l) “**Third Party Hosting Provider**” means a third party that provides a platform or hosting service through which the Supplier delivers the services under the Contract and to whom personal information is not accessible and as such, for the purposes of this Schedule, is not considered a subcontractor;
- (m) “**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; and
- (n) “**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 BC Housing to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Supplier is aware of and complies with the Supplier’s statutory obligations under the Act with respect to personal information.

Acknowledgements

- 3. The Supplier 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 Supplier in respect of personal information;
- (b) unless the Contract otherwise specifies, all personal information in the custody of the Supplier or a Third Party Hosting Provider is and remains under the control of the BC Housing; and
- (c) unless the Contract otherwise specifies or BC Housing otherwise directs in writing, the Supplier may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Supplier's obligations, or the exercise of the Supplier's rights, under the Contract.

Collection of Personal Information

- 4. Unless the Contract otherwise specifies or BC Housing otherwise directs in writing, the Supplier may only collect or create personal information that relates directly to and is necessary for the performance of the Supplier's obligations, or the exercise of the Supplier's rights, under the Contract.
- 5. The Supplier must collect personal information directly from the individual the information is about unless:
 - (a) BC Housing provides personal information to the Supplier;
 - (b) the Contract otherwise specifies; or
 - (c) BC Housing otherwise directs in writing.
- 6. Where the Supplier collects personal information directly from the individual the information is about, the Supplier must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the name or title and contact information of the individual designated by BC Housing to answer questions about the Supplier's collection of personal information.

Privacy Training

- 7. The Supplier must ensure that each individual who will provide services under the Contract that involve the access, collection or creation of personal information will complete, at the Supplier's expense, a mutually agreeable privacy course prior to that individual providing those services. The Supplier may provide a description of its own privacy course for BC Housing's approval or have its staff complete BC Housing's own privacy training module which will be made available upon request.

8. The requirement in section 7 will only apply to individuals who have not previously completed a privacy course.

Accuracy of Personal Information

9. Where personal information is collected by the Supplier directly from the individual the information is about, the Supplier must make every reasonable effort to ensure the accuracy and completeness of any such information to be used by the Supplier or BC Housing to make a decision that directly affects that individual.

Requests for Access to Personal Information

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

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from BC Housing to correct or annotate any personal information, the Supplier must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, BC Housing must advise the Supplier of the date the correction request was received by BC Housing in order that the Supplier may comply with section 14.
13. Within 5 Business Days of correcting or annotating any personal information under section 12, the Supplier must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by BC Housing, the Supplier disclosed the information being corrected or annotated.
14. If the Supplier receives a request for correction of personal information from a person other than BC Housing, the Supplier must promptly advise the person to make the request to BC Housing and, if BC Housing has advised the Supplier of the name or title and contact information of an official of BC Housing to whom such requests are to be made, the Supplier must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Contract, the Supplier 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

Supplier will ensure that all personal information is securely segregated from any information under the control of the Supplier 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 Supplier or third parties.

Storage of and Access to Personal Information

16. The Supplier must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by BC Housing, by supporting BC Housing with completion of such assessments as may be required by law.
17. The Supplier will not change the location where it stores personal information without receiving prior authorization from BC Housing in writing.
18. The Supplier will not authorize or assist a Third-Party Hosting Provider to access any personal information without the prior written approval of BC Housing.
19. Without limiting any other provision of the Contract, the Supplier 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 Supplier will provide a copy of the access log to BC Housing upon request.

Retention of Personal Information

20. Unless the Contract otherwise specifies, the Supplier must retain personal information until directed by BC Housing in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

21. Unless BC Housing otherwise directs in writing, the Supplier may only use personal information if that use is for the performance of the Supplier's obligations, or the exercise of the Supplier's rights, under the Contract. For clarity, unless the Contract otherwise specifies or BC Housing otherwise directs in writing, the Supplier 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

22. Where the Supplier has or generates metadata as a result of services provided to BC Housing, where that metadata is personal information, the Supplier will:
 - (a) not use it or disclose it to any other party except where the Contract otherwise specifies; and

- (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

- 23. Unless BC Housing otherwise directs in writing, the Supplier may only disclose personal information to any person other than BC Housing if the disclosure is for the performance of the Supplier's obligations, or the exercise of the Supplier's rights, under the Contract.
- 24. If in relation to personal information, the Supplier:
 - (a) receives a third-party request for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Supplier 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 26, the Supplier must immediately notify BC Housing.
- 25. If the Supplier receives a third-party request described in section 25(a) or (b), but is unable to notify BC Housing as required by section 25, the Supplier must instead:
 - (a) use its best efforts to direct the party making the third-party request to BC Housing;
 - (b) provide BC Housing 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 BC Housing as a public body under the Act;
 - (ii) the application of the Act to the Supplier as a service provider to BC Housing;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for Supplier BC Housing to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

- 26. In addition to any obligation the Supplier may have to provide the notification contemplated by section 30.5 of the Act, if the Supplier knows that there has been an unauthorized disclosure of personal information, the Supplier must immediately

notify BC Housing.

Compliance with the Act and Directions

27. The Supplier must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Supplier as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by BC Housing under this Schedule.
28. The Supplier 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 Supplier will provide BC Housing with such information as may be reasonably requested by BC Housing to assist BC Housing in confirming the Supplier's compliance with this Schedule.

Notice of Non-Compliance

30. If for any reason the Supplier does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Supplier must promptly notify BC Housing 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 Contract

31. In addition to any other rights of termination which BC Housing may have under the Contract or otherwise at law, BC Housing may, subject to any provisions in the Contract establishing mandatory cure periods for defaults by the Supplier, terminate the Contract by giving written notice of such termination to the Supplier, upon any failure of the Supplier 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 "Supplier" in this Schedule includes any subcontractor or agent retained by the Supplier to perform obligations under the Contract and the Supplier must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
34. The obligations of the Supplier in this Schedule will survive the termination of the Contract.
35. If a provision of the Contract (including any direction given by BC Housing under this Schedule) conflicts with a requirement of the Act, including any regulation



made under the Act, the conflicting provision of the Contract (or direction) will be inoperative to the extent of the conflict.

36. The Supplier must comply with the provisions of this Schedule despite any conflicting provision of the Contract or the law of any jurisdiction outside Canada

This Privacy Agreement is effective as of **DATE** notwithstanding its date of execution.



IN WITNESS WHEREOF the parties have executed this Amending Agreement:

SUPPLIER:

(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date)

BC HOUSING MANAGEMENT COMMISSION:

(Signature of BC Housing Authorized Representative)

Mike Klein
(Printed Name)

VP, Information Management and Technology
(Title)

DATE
(Date)