

## Definitions

1. In this Schedule,
  - (a) **Act** *Freedom of Information and Protection of Privacy Act including any regulations made under it;*
  - (b) **Agreement** University and the Contractor to which this Schedule is attached;
  - (c) **Business Day** the University is

- (b) ensure that, as a service provider, the Contractor is aware of and complies with the

**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 University; and
  - (c) unless the Agreement otherwise specifies or the University otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is exercise of

**Collection of Personal Information**

- 4. Unless the Agreement otherwise specifies or the University otherwise directs in writing, the Contractor may only access, collect or create personal information that relates directly to and is   
rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
  - (a) the University provides personal information to the Contractor;
  - (b) the Agreement otherwise specifies; or
  - (c) the University 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 contact information of the individual designated by the University to answer questions about the personal information.

**Accuracy of Personal Information**

- 7. Where personal information is collected by the Contrm1 0 0 1 246.85 188.05 Tm0 g0 G)TEQ.00000912 0 61

### **Requests for Access to Personal Information**

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

### **Correction of Personal Information**

9. Where personal information is collected by the Contractor directly from the individual the information is about, the Contractor will comply with sections 10 to 13, inclusive, of this Schedule, as applicable.
10. Within 5 Business Days of receiving a written direction from the University 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 University must advise the Contractor of the date the correction request was received by the University in order that the Contractor may comply with section 13.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, the



24. 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 25, the Contractor must immediately notify the University.

25. If the Contractor receives a third-party request described in section 24(a) or (b), but is unable to notify the University as required by section 24, the Contractor must instead:
- (a) use its best efforts to direct the party making the third-party request to the University;
  - (b) provide the University 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 University the Act;
    - ii. the application of the Act to the Contractor as a service provider to the University;
    - 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**

26. 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, the Contractor must immediately notify the University.

#### **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 made under the Act and the terms of this Schedule; and
  - (b) any direction given by the University 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 University with such information as may be reasonably requested by the University to assist the University in confirming the Schedule.

**Notice of Non-Compliance**

- 30.