

SCHEDULE "E"

Definitions

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 official's name or title and contact information to the person making the request.

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 12.
12. Within 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 year prior to the date the correction request was received by the University, 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 University, the Contractor must promptly advise the person to make the request to the University and, 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 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 owned by 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 of 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 University, by supporting the University with completion of such assessments as may be required by law.
16. The Contractor must not change the country where personal information is stored without receiving prior written authorization of the University.
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 University.
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 University upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until

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 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 in any respect, with any provision in this Schedule, the Contractor must promptly notify the University 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 University may have under the Agreement or otherwise at law, the University 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 "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 the requirements of the Act applicable to them.
34. This Schedule will supersede and replace any Privacy Protection Schedule attached to any previous agreement between the University and the Contractor dealing with the same subject matter as the Agreement.
35. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
36. If a provision of the Agreement (including any direction given by the University under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
37. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.