

- (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

Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the University 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 obligations, or the exercise of the 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 name and contact information of the individual designated by the University to answer

Accuracy of Personal Information

- 7. 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 University to make a decision that directly affects the individual the information is about.

Requests for Access to 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 information to the person making the request.

Correction of Personal Information

- 9. Within 5 Business Days of receiving a written direction from the University to correct or annotate any nBTF1 11 Tn

10. When issuing a written direction under section 9, 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.
11. Within 5 Business Days of correcting or annotating any personal information under section 9, 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.
12. 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

Protection of Personal Information

13. 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.

Storage of and Access to Personal Information

14. 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.
15. The Contractor must not change the location where personal information is stored without receiving prior authorization of the University in writing.
16. 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

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

Use of Personal Information

18. Unless the University otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the obligations, or the exercise of the rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the University 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

information from personal information.

Metadata

19. Where the Contractor has or generates metadata as a result of services provided to the University, 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

20. Unless the University otherwise directs in writing, the Contractor may only disclose personal information to any person other than the University if the disclosure is for the performance of the
21. The Contractor must not disclose personal information except where such disclosure is permitted by the Act.
22. 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 23, the Contractor must immediately notify the University.
23. If the Contractor receives a third-party request described in section 22(a) or (b) but is unable to notify the University as required by section 22, 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 as a public body under 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

Notice of Unauthorized Disclosure

24. 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

25. The Contractor must in relation to personal information comply with:

- (a) the requirements of the Act applicable (Contract 538368047 Tenor 09/07/11) and any regulation made under the Act and the terms of this Schedule; and
- (b) any direction given by the University under this Schedule.

26. 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.

27. The Contractor will provide the University with such information as may be reasonably requested Schedule.

Notice of Non-Compliance

28. 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

35. 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.