

information requirements

schedule d

File Number	2013-00XX
Project Title	
Original	Original
Funding Facilitator	Tamara Turgeon

Recipient Name:

Definitions

- a) "Act" means the Freedom of Information and Protection of Privacy Act.
- b) "Aggregate Information" means statistical information that may be gathered by the Recipient from the Personal Information pertaining to the Clients but which is not personally identifiable.
- c) "Clients" means individuals who are assisted by the Recipient pursuant to the Agreement.
- d) "Minister" means the Minister of Human Services and anyone authorized by the Minister.
- e) "Personal Information" means personal information as defined in the Freedom of Information and Protection of Privacy Act.
- f) "Records" mean any information or documentation requested by Homeward Trust Edmonton, or the Minister related to the services provided under this Agreement, including but not limited to, client intake/referral records, occupancy reports, financial statements, financial updates, and evidence of insurance.

Purpose

1. The Recipient may use Personal information collected in accordance with this Agreement: to coordinate with Homeward Trust and other relevant agencies (as designated by Homeward Trust) the provision of relevant services to Clients in accordance with the Agreement.

Application of the Act

2. The parties specifically acknowledge that the terms of this Agreement, including the name of the Recipient, the consideration, term and details of the services may be subject to disclosure under the Act.

3. The Recipient acknowledges that the Act applies to all information and records transferred to or collected, created, maintained, or stored by the Recipient or its subcontractors under this Agreement.
4. The Minister has the control of the Personal Information relating to the Clients and Recipient must follow the directions of the Minister or Homeward Trust with respect to the disposition of the information when this Agreement ends or is terminated.
5. Under this Agreement, all records transferred to the Recipient by Homeward Trust or the Minister or collected, created, maintained, or stored by the Recipient or by the Recipient's subcontractors in the performance of the Recipient's duties under this Agreement, except for the Recipient's records, remain under the control of the Minister and are subject to the Act.

Collection, Storage and Usage of Personal Information

6. The Recipient shall collect and share the Personal Information as part of an integrated service approach with other relevant agencies, as directed by Homeward Edmonton.
7. The Recipient shall not collect, use or disclose any Personal Information under this Agreement, except that which is reasonably required to fulfil its obligations under the Agreement, or as otherwise authorized by Homeward Trust and the Minister.
8. Any records or information transferred to, collected or created by the Recipient in carrying out its responsibilities under this Agreement must be kept separate from other business or operational records or information of the Recipient.
9. The Recipient must ensure the direct consent of the client is obtained in accordance with the appropriate forms attached in Appendix C in order for the Agencies to collect, use and share the Personal information.
10. The Recipient is responsible for ensuring that its employees, agents and subcontractors are aware of and understand the requirements of the Act as it related to this Agreement, before the employees, agents or subcontractors perform duties that involve the collection, sharing and use of Personal Information pursuant to this Agreement.
11. The Recipient shall protect the Personal Information it collects under this Agreement and shall make reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or destruction.
12. The Recipient must ensure that any Personal Information collected pursuant to this Agreement is not stored outside of Canada and is not accessible by entities or persons in other countries.
13. If the Recipient discovers or suspects that Personal Information had been disclosed in breach of the terms of this Agreement, it shall immediately notify Homeward Trust of the details of such a disclosure in writing.

Requests

14. The Recipient shall comply with all requests made by Homeward Trust on reasonable notice to inspect and evaluate the Recipient's compliance with the privacy security and information management requirements under this Agreement.
15. The Recipient will cooperate with Homeward Trust with respect to requests for information made under the Act and any investigation or inquiry before the Office of the Information and Privacy Commission regarding the processing of a request or non-compliance with the Act.
16. Upon the request of Homeward Trust, the Recipient shall provide certain Aggregate Information as specified by Homeward Trust.

17. Upon the request of Homeward Trust, the Recipient shall provide at the expense of the Recipient, to Homeward Trust within the specified timeframe, any records that are requested under the access provisions of the Act, that are in the custody or under the control of the Recipient.
18. Should the Recipient receive an access request under the Act, the Recipient shall not respond to it, but shall immediately forward the access request to the Minister (with a copy to Homeward Trust) for further handling.

Agreement to Bind Subcontractors

19. The Recipient shall ensure that all agreements with subcontractors concerning the collection, sharing and use of Personal Information contains the following:
 - a) Provisions requiring the subcontractors to be bound by the same terms and conditions relating to the collection, storage, disposal and security of Personal Information that the subcontractor has agreed to pursuant to the Agreement, and
 - b) A provision which allows Homeward Trust or a person authorized by the Homeward Trust to inspect and evaluate the subcontractor’s compliance with the privacy, security and information management requirements.

Indemnification

20. The Recipient shall compensate and indemnify Homeward Trust for damages arising from the breach of this Agreement, including without limiting the generality of the foregoing any breach of an obligation under the Act by the Recipient, its employees, agents and subcontractors resulting in liability to Homeward Trust or the Minister.

Survival

21. The terms and obligations in this schedule and under the Act survive the expiry or termination of the Agreement.

Initials of Signatories to the Agreement

Recipient Initial	Date	Recipient Initial	Date	HT Initial	Date