

AP 116-2 Information Sharing Agreement TEMPLATE

Dated the ____ day of _____, 20__

BETWEEN:

[First Party]
("Party X")

Agreement Administrator:

_____ Party X

Ph: _____

Fax: _____

Email: _____

AND:

[Other Party]
("Party Y")

Agreement Administrator:

_____ Party Y

Ph: _____

Fax: _____

Email: _____

Add other parties as required.

1. Purpose of this Agreement

The purpose of this Agreement is to document the terms and conditions of the exchange of certain personal information by the Parties, in compliance with the *Freedom of Information and Protection of Privacy Act* and other applicable legislation (if any).

2. Summary of Information Sharing

Describe what program, activity, or initiative the ISA is being drafted to support. This section could also summarize the information sharing and the context in which it takes place.

3. Purpose of the Information Sharing

This section should explain the purpose of the initiative. This description could include its benefits and the larger activity (if any) of which it is a part. Your response may already be found in Question 1 of the Privacy Impact Assessment (PIA) related to this initiative.

4. Personal Information

In this Agreement, "Personal Information" means:

Insert description of information to be covered by the Agreement. If different types of information are to be handled differently under the Agreement, break the definition down accordingly.

5. Collection and Disclosure of Personal Information

Describe the exchange of information under the Agreement. If different types of information are to be collected and/or disclosed differently, break the description down accordingly. For each receiving body that is a public body, state the authority (under sections 26 and 27) for collection. For each disclosing body that is a public body, state the authority (under section 33) for disclosure. If there are other legislative provisions that work together with the *Freedom of Information and Protection of Privacy Act* to provide authority for collection and/or disclosure, state what those provisions are. This information can be found in the Privacy Impact Assessment (PIA) related to this initiative.

6. Use of Personal Information

Describe the use(s) to which each body will put the information and state the authority (under section 32) for those use(s). If there are other legislative provisions that govern the use of the information, state what those provisions are.

7. Accuracy

Each Party will make every reasonable effort to ensure the Personal Information in its custody is accurate, complete and up to date.

8. Security

- 8.1 Each Party will make reasonable arrangements to maintain the security of the Personal Information in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.
- 8.2 Each Party will implement this Agreement in conformity with the government's Information Security Policy.
- 8.3 Each Party will advise the other Party immediately of any circumstances, incidents or events which to its knowledge have jeopardized or may in future jeopardize:
- the privacy of individuals.
 - the security of any computer system in its custody that is used to access the Personal Information.

9. Compliance Monitoring and Investigations

- 9.1 Each party will record and monitor access to the Personal Information in its custody, to establish a chain of responsibility, as follows:

Describe compliance monitoring methodology and timetable. Use an appendix to provide more detail, if required. If using an appendix, change "as follows" to "as set out in Appendix "A" to this Agreement".

- 9.2 Each Party will investigate all reported cases of:
- unauthorized access to or modification of the Personal Information in its custody;
 - unauthorized use of the Personal Information in its custody;
 - unauthorized disclosure of the Personal Information in its custody;
 - breaches of privacy or security with respect to the Personal Information in its custody or with respect to any computer system in its custody that is used to access the Personal Information.
- 9.3 Each Party will report to the other the results of any such investigation and the steps taken to address any remaining issues or concerns about the security of the Personal Information or computer systems, or the privacy of individuals to whom the Personal Information relates.

10. Modification or Termination of Agreement – General

10.1 This Agreement may be modified or terminated at any time by agreement, in writing, of [both/all] parties.

11. Termination for Non-Compliance with Agreement

11.1 This Agreement may be terminated at any time by either Party if the other Party fails to meet its obligations under this Agreement.

If there are more than two parties, revise paragraph 11.1 as required.

12. Term

This Agreement will be in force during the period commencing [Date] and ending [Date] unless sooner terminated in accordance with paragraph 10.1 or paragraph 11.1.

13. Appendices

Any appendices to this Agreement are part of the Agreement. If there is a conflict between a provision in an appendix and any provision of this Agreement, the provision in the appendix is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.

If appendices are not used, clause 13 can be deleted.

Agreed to on behalf of Party X:

(Authorized representative)

Date

Agreed to on behalf of Party Y:

(Authorized representative)

Date