

[Title of Information Sharing Agreement]

## This Individual Agreement is made between:

**[Name of Ministerial Public Body]**

## and

**[Name of Public Body, Statutory Body or other organization]**

**Delete all instructions [in highlighted text] from the final agreement, prior to signing**

# Accountability

Identify individuals from both agencies who are accountable for complying with this agreement. (Ex: the Head of a Public Body, or Designated Privacy Officer with delegated responsibilities for responding to a privacy breach or other breach to the terms in this agreement).

|  |  |  |
| --- | --- | --- |
| Name  | Position | Contact Information |
|  |  |  |
|  |  |  |

# Purpose of Agreement

State why the sharing initiative is necessary, including objectives and benefits you hope to achieve, including:

* the potential risks or consequences of not conducting the data sharing agreement the information sharing activity;
* clarify why information must be shared at this time;
* clarify why the information needs to include personal identifiers;
* state the purpose(s) for which the information was originally collected; and
* identify why the information must be collected indirectly and the advantages of sharing the information against the alternative methods of achieving the same objectives.
* Identify all uses including primary and secondary uses

## Type of information that will be disclosed and collected

List the types of information that will be shared. (Attach as appendix)

Add/delete any relevant information from the PI map to fit the agreement and add/remove items from the appendix as needed or attach your own.

# Authority

## Identify authority to disclose information

Cite a specific section of legislation that gives you legal authority to disclose the information. Note: Limit the disclosure of information to what is absolutely necessary for the purpose identified in section 2.

|  |  |
| --- | --- |
| Legislative Authority | Disclosure |
| *[List Act, and relevant section of Act]* | *[List the disclosure related to the Act]* |
|  |  |

## Identify authority to collect information

Cite a specific section of legislation that gives you legal authority to collect the information. Note: Limit the collection of information to what is absolutely necessary for the purpose identified in section 2.

|  |  |
| --- | --- |
| Legislative Authority | Collection |
| *[List Act, and relevant section of Act]* | *[List the collection related to the Act]* |
|  |  |

## Identify roles and uses of the information

Cite a specific section of legislation that gives you legal authority to use the information. List users (by position title) that will have access to the information, including listing the types of information each user can access.

|  |  |
| --- | --- |
| Legislative Authority | Collection |
| *[List Act, and relevant section of Act]* | *[List the collection related to the Act]* |
|  |  |

|  |  |
| --- | --- |
| Role | Type of Information |
|  |  |
|  |  |
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|  |  |

# Protection of Privacy

## Limitations on use or disclosure

Detail any limits to use or disclosure, including:

* Information may only be used for a consistent use – reasonable and direct connection with the original purpose for which information was collected, where a reasonable individual would foresee the use of information in that way
* Secondary uses – if secondary uses are authorized, they must be listed with the legal authority above
* Prohibitions to secondary use or disclosure by recipient – ex: recipient is expressly prohibited from use for any other purpose than stated in this agreement; no alternative use or disclosure without the disclosing party’s written agreement through amendment of this agreement. Failure to advise will result in the immediate suspension of disclosure on the date discovered and termination of the agreement- trigger privacy breach.

## How the information will be shared

Detail how the information will be transferred and safeguards in place for the transfer, including:

* Identify whether the information is about one individual or a group of individuals; and
* The frequency the information will be shared.

## Data Quality / Accuracy

State any practical steps taken to ensure the information shared is accurate and up-to-date (consider the usability and compatibility of the information).

## Retention and disposal

State any relevant retention periods and whether the information should be returned to the supplying partner or destroyed, including any parameters around how the information should be destroyed.

## Individual Access

Explain what the process will be for dealing with a request to access the information or query. Add other relevant sections of legislation.

In the event of accidental or unauthorized access, disclosure, use, modification, and deletion, the party responsible for the security of the personal information will promptly take all reasonable steps to prevent a recurrence of the event and will promptly notify the other party of the occurrence in accordance with section 32 of the ATIPP Act.

## Safeguards

*Detail what physical, technical and administrative safeguards will be in place to safeguard the information and ensure only authorized users will have access to it.*

### Privacy Breaches

Detail what the procedures are should a privacy breach occur, including who the breach should be reported to and who will be responsible for investigating the breach (Designated Privacy Officer).

# Terms of Agreement

## Term of Agreement

This agreement will be in effect from [DATE] to [DATE]. (Recommend maximum 3 years)

## Modification or Termination of Agreement

*State how the agreement may be modified or terminated. Audit for compliance.*
Upon mutual written agreement, both parties may terminate this agreement prior to the end date in 5.1.

Upon mutual written agreement, both parties may amend this agreement, prior to the end date in 5.1. Amendments may occur for the following reasons, [list reasons for amendment].

## Termination for Non-Compliance with Agreement

*State whether the agreement may be terminated at any time by either Party if the other Party fails to meet its obligations under this Agreement.*

Any parties may terminate this agreement prior to the end date in 5.1, for non-compliance, if one or more parties collect, use or disclose personal information in any other manner than those described in this agreement.

Any party may terminate this agreement prior to the end date in 5.1, for non-compliance in the event an audit. If at any point in conducting an audit, a party receives information that shows any party or program subject to this agreement, unauthorized use, collection, or disclosure of information in any other manner than those outlined in this agreement, the disclosing party will immediately cease all disclosures. The affected parties will be notified in writing, and the suspected non-compliance will result in a breach investigation.

[Add other reasons for non-compliance]

## Personal Information Maps

Individuals identified in section 3 are required to complete a personal information map and submit it to the Access and Privacy Officer.

# Parties

**For [Party 1]**

|  |  |  |  |
| --- | --- | --- | --- |
| SIGNATURE: |  | DATE: |  |
| NAME: |  | POSITION: |  |

**For [Party 2]**

|  |  |  |  |
| --- | --- | --- | --- |
| SIGNED: |  | DATE: |  |
| NAME: |  | POSITION: |  |

**APPENDIX A:**

PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION LISTING

Note: This is not an exhaustive list of personal information and/or personal health information.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Identification and Contact Information |  | Unique Identifiers |  | Financial Information |
| Name or alias |  |  | User name |  |  | Real estate |  |
| Address |  |  | Password |  |  | Tax information |  |
| Residency |  |  | Unique identification number |  |  | Credit history |  |
| Home or cell phone |  |  | Social insurance number |  |  | Income |  |
| Email address |  |  | Case file number |  |  | Expenditures/liabilities |  |
| Gender |  |  | Electronic signature  |  |  | Bank accounts |  |
| Nationality |  |  | Yukon Health Insurance number |  |  | Credit or debit card numbers |  |
| Place of Birth |  |  | Employee ID |  |  | Expiration dates |  |
| Date of Birth |  |  | Driver’s license number |  |  | Magnetic stripe data |  |
| Age |  |  | Other (please specify) |  |  | PIN or security code |  |
| Martial status |  |  |  |  |  | Insurance information |  |
| Number of dependents |  |  | **Employment Information** |  | Legal status (judgements, injunctions, proceedings) |  |
| Signature |  |  | Name of Employer |  |  | Other (Please specify) |  |
| Other (Please specify) |  |  | Employment history |  |  |  |  |
|  |  |  | Employment references |  |  |  |  |
| Physical Characteristics |  | Experience/training |  |  | **Health Information** |
| Skin colour |  |  | Information generated during recruitment or selection process |  |  | Health care status or diagnosis |  |
| Eye colour |  |  | Employment history |  |  | Test results or medical images |  |
| Hair colour |  |  | Employment references |  |  | Medications |  |
| Height |  |  | Opinion about another individual |  |  | Diagnosis |  |
| Weight |  |  | Other (Please specify) |  |  | Disability |  |
| Scars |  |  |  |  |  |  |  |
| Fingerprint |  |  |  |  |  |  |  |
| Iris scan |  |  |  |  |  |  |  |
| Blood type |  |  | **Education Information** |  |  |  |
| Photograph |  |  | Academic history/status |  |  |  |  |
| Video image |  |  | Degrees |  |  | **Sensitive Data** |
| Other (Please specify) |  |  | Professional licenses |  |  | Religious views or affiliation |  |
|  |  |  | Certificates |  |  | Philosophical beliefs |  |
|  |  |  | Awards |  |  | Political views |  |
|  |  |  | Grades |  |  | Union membership |  |
|  |  |  | Other (Please specify) |  |  | Health information |  |
|  |  |  |  |  |  | Genetic information |  |
|  |  |  |  |  |  | Data on sexual life/preferences |  |
|  |  |  |  |  |  | Ethnicity or racial background |  |
|  |  |  |  |  |  | Criminal history |  |
|  |  |  |  |  |  | Information about vulnerable person |  |
|  |  |  |  |  |  | Other (please specify) |  |
|  |  |  |  |  |  |  |  |
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