



AN AGREEMENT RESPECTING THE CONFIDENTIALITY AND PROTECTION OF SENSITIVE INFORMATION BY SUPPLIERS

The Newfoundland and Labrador Centre for Health Information (the “Centre”) is entrusted with personal health information of individuals in the Province of Newfoundland and Labrador and maintains personal information on employees and contractors, as well as corporate Sensitive Information.

The Centre is obligated by legislation and ethical practices to maintain the strict confidentiality of all Sensitive Information in its custody and control, and to ensure that it is protected by physical, administrative and technical safeguards. These obligations apply to Sensitive Information in all formats, including oral, written and electronic formats; moreover, these safeguards must protect all manners of handling Sensitive Information, including collection, use, disclosure, access, storage, transfer, copying, modification and disposition.

All Suppliers, as well as employees, associates, servants and agents of Suppliers, are responsible for ensuring the confidentiality and protection of Sensitive Information they collect, encounter or create as part of their engagement with the Centre.

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement:

- (a) “*ATIPPA*” means the Newfoundland and Labrador *Access to Information and Protection of Privacy Act*, S.N.L 2002 c. A-1.1;
- (b) “*PHIA*” means the Newfoundland and Labrador *Personal Health Information Act*, S.N.L 2008 c. P-7.01;
- (c) “*CHIA*” means the Newfoundland and Labrador *Centre for Health Information Act*, S.N.L 2004 c. 5.1;
- (d) “Centre” means the Newfoundland and Labrador Centre for Health Information;
- (e) “Supplier” means any party providing goods or services to the Centre under a contract or other agreement;
- (f) “Contract” means the agreement under which the Supplier is providing goods or services to the Centre;
- (g) “Products” means the goods or services provided to the Centre by the Supplier under the Contract;
- (h) “Personal Information” is defined as per *ATIPPA*;
- (i) “Personal Health Information” is defined as per *PHIA*; and
- (j) “Sensitive Information” means Personal Information, Personal Health Information and all other information collected, encountered, or created by the Supplier during the

course of providing the Products, except that information which is determined by the Centre as not being "Sensitive Information".

ARTICLE 2 – PURPOSE OF AGREEMENT

2.1 The purpose of this Agreement is:

- (a) To enable the Centre to comply with statutory and other obligations, such as those under *ATIPPA*, *PHIA*, *CHIA* and Centre policy, including Section 22(2) of *PHIA* where applicable; and
- (b) To ensure that the Supplier is aware of and complies with its obligations regarding the confidentiality and protection of the Sensitive Information that result from the relationship established between the Supplier and the Centre via the Contract.

ARTICLE 3 – CONFIDENTIALITY AND PROTECTION OF SENSITIVE INFORMATION

3.1 The Supplier warrants the following:

- a) It understands that it is the Supplier's responsibility to ensure the confidentiality and protection of the Sensitive Information;
- b) It will only handle the Sensitive Information for the purpose of providing the Products, or as the Centre authorizes;
- c) It will remain aware of and ensure compliance with all requirements respecting the confidentiality and protection of the Sensitive Information, including best practices, the Centre's policies/procedures and applicable legislation such as *ATIPPA*, *PHIA* and *CHIA*. If required by the Centre as part of the project agreed to herein the Supplier may be required to complete information protection training. This training will be provided by the Centre at no cost to the Supplier;
- d) If it suspects that there has been a violation of the Centre's or Supplier's policy respecting the confidentiality or protection of the Sensitive Information, then it will report the violation to the Centre;
- e) If it suspects an incident which has led to, or could lead to, the compromise of the confidentiality or protection of the Sensitive Information, then it will report the incident to the Centre;
- f) If it has questions or concerns respecting the confidentiality or protection of the Sensitive Information, then it will address them with the Centre; and
- g) It will ensure that an oath (or affirmation) of confidentiality and information protection will be taken by all employees, associates, servants and agents of the Supplier that will handle the Sensitive Information should it be required by the Centre as part of the project agreed to herein.
- h) Unless otherwise instructed by the Centre, immediately upon termination of the business relationship between the parties, whatever may be the reason for such termination, or on demand, the Supplier shall return to the Centre all written Sensitive Information in its possession, and provide written confirmation that the supplier has not retained any Sensitive information.

- i) Inspection and audit activities may be conducted on supplier resources as deemed necessary to ensure adherence to items 3.1 a) to 3.1 (g any time throughout the duration of the supply arrangement.

ARTICLE 4 – SURVIVABILITY

4.1 This Agreement shall survive the termination of the Contract.

IN WITNESS WHEREOF, this Agreement has been signed on behalf of all employees, associates, servants and agents of the Supplier on the date indicated below.

Supplier Company Name

Authorized Supplier Designate (Print)

Authorized Supplier Designate (Sign)

Date

Contract No. (Office Use only)