



The University of Victoria	AndName of Contractor providing services:
("UVic", "we", "us", or "our" as applicable) at the following address: Office of the Vice President Academic & Provost PO Box 1700 STN CSC Victoria BC V8W 2Y2 Tel:250-721-7013	(the "Contractor", "you", or "your" as applicable) at the f0Ag 2.3 (e)01(e)0.6 (



Services Agreement – Academic Services

11. You expressly warrant that the goods and or work to be furnished and the productions thereof do not and will not infringe, any patent, copyright or industrial design and that you will at your own expense, defend any suit that may arise in respect hereto and hold harmless and indemnify us against all claims, demands, costs, charges and expenses arising from or incurred by any such infringement.
12. We will be the owner of the intellectual property rights of any material created by you during the performance of this Agreement unless the contrary is expressl11.5 (our).4 (s)-114 (s)-114 (s)-1 674his Au4.9 (l)-5.809P.01 Tw ()15.4 (ti)9y425 ..6 (m)8.01 (ent)-9.6 (.)JTJ EMC /P <</MCI2 1 >>BDC 0 Tc 0 Tw

SCHEDULE
PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,

- (a) "Access" means disclosure by the provision of access;
- (b) "Act" means the Freedom of Information and Protection of Privacy [R.S.B.C 1996] CHAPTER 165, as amended from time to time;
- (c) "Contact Information" means information used to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, or business email of the individual when used for that purpose;
- (d) "Data" means all of the information that is collected and received by the Contractor from or on behalf of the Public Body as a result of this Agreement;
- (e) "Personal Information" means recorded information about an identifiable individual, other than Contact Information collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement;
- (f) "Information Incident" means unauthorized access, collection, use, disclosure, alteration or disposal of Personal Information or records containing Personal Information; or unauthorized access to facilities or equipment containing Personal Information

Purpose

2. The purpose of this Schedule is to:

- (a) enable the Public Body to comply with its statutory obligations under the Act with respect to Personal Information; and
- (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to Personal Information

Interpretation

- 3. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 4. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
- 5. The obligations of the

f461874(5)12-0-(e)004.3(v)02 4-(B)4.0(f)-6(I)M 27889-4 (B)T021 f4.14.3-0.-11544 t)-0.80.11 Tw 1.89/TT3 1[(f46 0 Td [(A)0218 (n)-0.9

Disclosure of Personal Information

23. Unless the Public Body otherwise directs in writing, the Contractor may only disclose Personal Information to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights under the Agreement.
- (a) Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only disclose personal information outside of Canada if the disclosure is necessary for the processing of information and if that processing does not result in the storage of personal information, other than personal information that is metadata related to the processing, outside of Canada.
24. The Contractor will not subcontract any work that may require or lead to further disclosure of any Personal Information until subcontractor has delivered to the Contractor contract executed by the subcontractor and the Contractor which binds the subcontractor to terms substantially the same as those contained in this Agreement.

Information incidents

25. If the Contractor becomes aware that an Information Incident has occurred, or may have occurred, (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement) Contractor must immediately notify the Public Body of the particulars of that occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Public Body as soon as it is reasonably practicable for the Contractor to do so.
26. If the Public Body decides to review an Information Incident (whether or not it came to the attention of the Public Body as a result of notification provided under the section above), the Contractor must participate in the review requested to do so by the Public Body to the extent that is reasonably practicable for the Contractor to do so. Additionally, the Contractor shall take such steps as the Public Body reasonably requires in order to prevent the recurrence of such an incident.
27. The contractor must provide the Public Body with regular updates in relation to the incident, its investigation, and any remediation steps being taken or contemplated, including, in the event of a ransomware attack, the measures being taken by the Contractor to respond to the attack.
28. If the incident is primarily the result of the Contractor's action, inaction, or the Contractor's security arrangements to protect personal information, the Contractor must cooperate with the Public Body to notify affected individuals in a timely manner.

Compliance with the Act and directions

29. The Contractor must in relation to Personal Information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- (b) written directions given under this Schedule by the Public Body.
30. 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.
31. For the purposes of the Act the Personal Information is under the control of the Public Body.

Notice of non-compliance

32. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement



SCHEDULE E
ADDITIONAL TERMS