

MBLL'S PROTECTION OF PERSONAL INFORMATION REQUIREMENTS

These MBLL Protection of Personal Information Requirements apply to any Vendor that has access to Personal Information through its arrangements to provide services or products to MBLL.

Every Vendor of MBLL shall at all times act in compliance with the privacy laws of Manitoba including but not limited to *The Freedom of Information and Protection of Privacy Act* of Manitoba ("FIPPA").

Any Vendor that meets the definition of an information manager under FIPPA agrees to: (1) comply with the requirements of an information manager under FIPPA; (2) comply with the same requirements concerning the protection of Personal Information that a public body is required to comply with under FIPPA; and (3) comply with all requirements of MBLL with respect to the protection of Personal Information.

1. Definition of Personal Information

- 1.1. "Personal Information" has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act* of Manitoba ("FIPPA").
- 1.2. The requirements set out herein:
 - (a) apply to all Personal Information received, collected or otherwise acquired by the Vendor in the course of carrying out its obligations to MBLL, in whatever manner, form or medium;
 - (b) apply whether the Personal Information was received, collected or acquired before or after the commencement of any formal agreement between the parties; and
 - (c) continue to apply after the termination or expiration of any formal agreement.

2. Collection of Personal Information by a Vendor of MBLL

- 2.1. In the course of carrying out its obligations to MBLL, the Vendor may receive Personal Information from MBLL and may collect, acquire, be given access to and may otherwise come into possession of Personal Information about individuals.
- 2.2. Where the Vendor receives, collects, acquires, is given access to or otherwise comes into possession of Personal Information, the Vendor must collect only as much Personal Information about an individual as is reasonably necessary to carry out the Vendor's obligations to MBLL.
- 2.3. Where the Vendor collects or acquires Personal Information directly from the individual it is about, the Vendor must ensure that the individual is informed of:
 - (a) the purpose for which the Personal Information is collected;
 - (b) how the Personal Information is to be used and disclosed;
 - (c) who in the Vendor's organization can answer questions the individual may have about the individual's Personal Information; and
 - (d) the individual's right of access to the Personal Information, as set out in the Vendor's policies.

3. Access to Personal Information by the individual it is about

- 3.1. The Vendor must establish a written policy, in compliance with FIPPA and acceptable to MBLL, providing individuals whose Personal Information is received, collected or acquired by the Vendor with:

- (a) a right to examine Personal Information about themselves which is maintained by the Vendor, subject only to specific and limited exceptions; and
- (b) a right to request corrections to this Personal Information.

4. Restrictions respecting use of Personal Information by the Vendor

4.1. The Vendor agrees that it will:

- (a) keep the Personal Information in strict confidence and must use the Personal Information only for the purpose of properly carrying out the Vendor's obligations to MBLL and not for any other purpose;
- (b) only use the Personal Information personally, or where the Vendor is a corporation, business, organization or other entity, by the officers and staff of the Vendor, except as otherwise specifically permitted by MBLL in writing;
- (c) limit access to and use of the Personal Information to those who need to know the information to carry out the obligations of the Vendor to MBLL;
- (d) ensure that every use of and access to the Personal Information by the Vendor is limited to the minimum amount necessary to carry out the obligations of the Vendor to MBLL;
- (e) not link or match the Personal Information with any other Personal Information, except where necessary to carry out the obligations of the Vendor to MBLL;
- (f) ensure that each officer, staff member, agent or subcontractor of the Vendor who has access to the Personal Information is aware of and complies with the requirements set out herein; and
- (g) ensure that officers, staff, agents, and subcontractors who have access to the Personal Information sign a pledge of confidentiality, satisfactory in form and content to MBLL, that includes an acknowledgement that the person is bound by the requirements as set out herein and by the Vendor's security policies and procedures and is aware of the consequences of breaching any of them.

4.2. The Vendor must ensure that:

- (a) no person can make unauthorized copies of the Personal Information;
- (b) no person shall disclose the Personal Information except as authorized herein; and
- (c) no person can modify or alter the Personal Information in a manner which is not authorized.

5. Restrictions respecting disclosure of Personal Information by the Vendor

5.1. The Vendor must not give access to, reveal, disclose or publish, and must not permit anyone (which includes its officers, staff and subcontractors) to give access to, reveal, disclose or publish, the Personal Information to any person, corporation, business, organization or entity outside the Vendor's organization and MBLL except as specifically permitted by FIPPA.

5.2. Without limiting the provisions herein, the Vendor, its officers, staff, agents and subcontractors, shall not:

- (a) sell or disclose the Personal Information, or any part of the Personal Information, for consideration; or
- (b) exchange the Personal Information for any goods, services or benefits; or
- (c) give the Personal Information to any individual, corporation, business, agency, organization or entity for any purpose, including (but not limited to) solicitation for charitable or other purposes;

and shall not permit any of these activities to take place.

6. Protection of the Personal Information by the Vendor

- 6.1. The Vendor must protect the Personal Information by putting in place reasonable security arrangements, including administrative, technical and physical safeguards, which ensure the confidentiality and security of the Personal Information against such risks as use, access, disclosure or destruction which are not authorized herein. These security arrangements must take into account the sensitivity of the Personal Information and the medium in which the information is stored, handled, transmitted or transferred.
- 6.2. Without limiting the provisions herein, the Vendor must also ensure that the Personal Information is protected Personal Information and is in compliance with MBLL's Information Technology ("IT") Security Safeguards and Measures Requirements.
- 6.3. The Vendor must comply with any regulations made, policies issued and reasonable requirements established by MBLL respecting the protection, retention or destruction of the Personal Information, including, without limitation, the MBLL IT Security Safeguards and Measures
- 6.4. The Vendor must provide training for its officers, employees, agents and subcontractors regarding the requirements set out herein and the Vendor's security policies and procedures, and must provide to MBLL the signed pledges of confidentiality and acknowledgements. If, such pledges and acknowledgements are breached by the subcontractors, the Vendor has an obligation to notify MBLL immediately and may be liable to MBLL for such breaches.