**AGREEMENT for the CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION**

**and/or CONFIDENTIAL BUSINESS DATA**

**Between**

**King's University College**

**and**

**[insert name of the Company] (The Company)**

SAMPLE

WHEREAS King's University College wishes the Company to provide, and the Company wishes to provide the services more fully set out in [insert the agreement or P.O. number applicable];

AND WHEREAS such services will require the Company to have access to and/or possession of and/or use of personal information and/or confidential business data under the control of King's University College, they shall be subject to the terms and conditions hereinafter set out;

NOW THEREFORE in consideration of the mutual covenants, agreements and undertakings herein contained, the Company on behalf of itself and its successors and assigns and King's University College on behalf of itself and its successors mutually covenant and agree as follows:

1. TERM. The term of this agreement shall be the period for which the Company is providing services to King's University College that require the Company to have access to and/or possession of and/or use of personal information and/or confidential business data under the control of King's University College.

2. PERSONAL INFORMATION. The Parties recognize the application of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 ("FIPPA") and Regulations thereunder, as amended from time to time, to the collection, use and disclosure of personal information under the control of King's University College.

    a. The definition of personal information shall be as defined pursuant to FIPPA.

3. COLLECTION BY COMPANY. The Parties recognize the application of the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5 (PIPEDA) and Regulations and Schedules thereunder, as amended from time to time, to the collection,

use and disclosure of personal information by the Company for its own use and/or benefit.

a. For the purpose of the application of the PIPEDA, the definition of personal information shall be as defined pursuant to PIPEDA.

b. The Parties agree that at no time will the Company for its own use and/or benefit collect, use and/or disclose personal information about and/or belonging to applicant, students, faculty, staff, or alumni of King's University College.

4. WARRANTIES AND COVENANTS. Without limitation to any other provision of this Agreement, the Company represents and warrants to and covenants with King's University College as follows, at all times during which the Company is providing services that may require the Company to have access to and/or possession of and/or use of personal information and/or confidential business data under the control of King's University College:

a. the Company shall comply with any applicable provincial and/or federal privacy legislation and all King's University College's policies and procedures regarding the collection, use and disclosure of personal information and/or confidential business data under the control of King's University College;

b. under no circumstances shall the Company or its employees disclose personal information and/or confidential business data under the control of King's University College;

c. the Company shall employ appropriate security measures, as determined by King's University College, in its sole discretion, to protect the confidentiality of the personal information and/or confidential business data in its possession but under the control of King's University College if in the Company's possession as a result of the services being provided for King's University College;

d. only those employees or agents employed by the Company who require access to personal information and/or confidential business data under the control of King's University College for the purpose of performing their duties with respect to the services being provided to King's University College shall be provided with access to such personal information;

e. the Company shall either return or destroy, as determined by and in a manner to be determined by King's University College in its sole discretion, any and all personal information and/or confidential business data under the control of King's University College if in the Company's possession as a result of the services provided by the Company to King's University College;

SAMPLE

f. the Company, except as may be required by law, agrees to not use, directly or indirectly, for its own account or for the account of any person, firm, or other entity or disclose to any person, firm, or other entity, King's University College's confidential business data disclosed or entrusted to it or developed or generated by it in the performance of its duties hereunder, including but not limited to information relating to King's University College's organizational structure, operations, business plans, technical projects, business costs, research data results, inventions, trade secrets, or other work produced, developed by or for King's University College, whether on the premises of King's University College or elsewhere. The foregoing provisions shall not apply to any proprietary, confidential or secret business information which is, at the commencement of the Term or at some later date, publicly known under circumstances involving no breach of this Agreement or as lawfully and in good faith made available to the Company without restrictions as to disclosure to a third party; and

g. the Company shall at all times indemnify and save harmless King's University College, its directors, trustees, members, officers, employees, agents, successors and assigns from and against any and all claims, demands, liabilities, losses, costs, damages, actions and causes of action by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Company, its directors, officers, employees, agents, authorized assigns or sub-contractors of the Company including negligent acts or negligent omissions in connection with duties set out above and performed, purportedly performed or required to be performed by the Company under this Agreement and including any breach of its obligations contained herein.

h. The Company understands and agrees to comply with any provincial and/or federal privacy legislation which may apply during the term of this agreement.

i. The Company agrees to provide King's University College with reasonable notification of a known or suspected privacy or security breach where the breach affects King's University College information and shall make commercially reasonable efforts to provide such notification within 48 hours of becoming aware of the breach. The Company shall provide King's University College with regular updates on its remediation of the breach and shall provide reasonable assistance to King's University College in connection with any of King's University College's actions in connection with the breach. In the event of such breach, the Company shall provide King's University College with credit monitoring services for the individuals whose personal information was or may be impacted by the breach.

SAMPLE

j. The Company shall maintain cyber liability insurance, which shall include at a minimum coverage for network security liability and privacy liability.

5. SURVIVAL. All representations, covenants, warranties, indemnities and limitations of liability set out in this agreement shall survive the termination or expiry of this agreement.
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized officers as of the date first below written.

On Behalf of
[insert name]

_____
date

_____
signature

On Behalf of the Company, [name]

Title [insert]

Individual [insert name]

_____
signature

SAMPLE