



## **DATA PROTECTION OBLIGATIONS**

**WHEREAS** The Waterloo District School Board (hereinafter the “Board”) and **\*\*Insert Vendor Legal Name/Community Service Organization\*\***. (Hereinafter the “Vendor/CSO”) desire to enter a business relationship.

The WRDSB is required to comply with legislation which protects students’ personal information the *Education Act* (R.S.O., 1990, c.E.2) and *the Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) (R.S.O. 1990, M.56), as amended.

Personal Information is defined in accordance with MFIPPA.

The Vendor/CSO acknowledges and agrees that MFIPPA applies to and governs all WRDSB related records that the Vendor/CSO may come in contact with. The WRDSB maintains control and direction over all personal information and records provided to the CSO/Vendor.

Furthermore, the Vendor/CSO agree.

1. That personal information may only be collected, used, retained, and disclosed by the for the purpose of fulfilling its contractual obligations and not for any other purpose.
2. That any personal information collected, used, retained and/or disclosed by the Vendor/CSO while providing goods/services for the Board shall remain under the control and direction of the Board for the sole purpose of providing goods/services for the Board and for no other purpose.
3. The Vendor/CSO shall not collect, access, use, retain, disclose, sell, or share personal information for its own benefit or purpose.
  - o To not market or advertise any goods or services to students
  - o Not to use, sell, information for its own benefit or purpose.
  - o Not directly or indirectly use, collect, disclose, or destroy any Personal Information for any purposes that are not authorized by the WRDSB.
4. To provide information requested to the WRDSB within seven (7) calendar days of being directed to do so by the WRDSB for any reason including any access request or privacy issue.
5. To contact the WRDSB when any personal information supplied to the Vendor/CSO may be disclosed and where it is compelled to do so, by an order of a court or tribunal or pursuant to any legal proceedings/law.

6. To notify and cooperate with the WRDSB privacy breach protocol promptly upon the discovery of loss, unauthorized disclosure, unauthorized access, or unauthorized use of WRDSB Confidential Information.
7. To limit access to personal information to those of its directors, officers, employees, who have a need to know it for the purpose of fulfilling its contractual obligations and not for any other purpose.
8. When subcontracting any WRDSB personal information to a third-party service that an agreement be executed to ensure privacy and security standards are maintained as per this agreement and be willing to provide this agreement to the WRDSB upon request.
9. To ensure the security and integrity of WRDSB personal information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases
10. At the request of the board provide confirmation of security features implemented to protect personal information used and retained by the Vendor/CSO.
11. To ensure that the obligations regarding personal information will continue to apply if the CSO/Vendor's name, structure, or ownership changes
12. Upon conclusion of the contractual obligations all personal information disclosed to the Vendor/CSO shall be returned to the Board or destroyed, as determined by the Board. The Vendor/CSO shall provide in writing a notice of destruction of any unreturned personal information within 15 days of destruction.
13. The Vendor/CSO agrees to delete accounts no longer in use and confirm this deletion has occurred to the board in writing within 15 days of deletion.
14. The Vendor/CSO agree to allow the WRDSB conduct privacy and security audits at the Boards request.

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Insert name and title of signatory  
I have the authority to bind the Vendor/CSO listed above.

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Date