

INFORMATION SHARING & CONFIDENTIALITY AGREEMENT

THIS AGREEMENT dated for reference the _____, 2025 is:

BETWEEN:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER,
511 Royal Avenue, New Westminster, British Columbia, V3L 1H9

(the "City")

AND:

(the "Recipient")

WHEREAS:

- A. The City has possession of certain information and documentation relating to the business of the City of New Westminster, which may include confidential information as well as personal information as defined in the *Freedom of Information and Protection of Privacy Act* of British Columbia ("FIPPA");
- B. The City has determined it necessary to disclose certain confidential information and/or personal information to the Recipient for the sole purpose of enabling the Recipient to provide specified services to the City;
- C. The City is a public body as defined under FIPPA and must comply with its statutory obligations under that Act; and
- D. The City wishes to ensure that the Recipient, as a service provider of the City, maintains confidentiality and is aware of and complies with its statutory obligations under FIPPA;

NOW THEREFORE this Agreement is evidence that in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which the City and the Recipient hereby acknowledge), the parties covenant and agree as follows:

1. **Definitions** – In this Agreement, the following terms have the following meanings:

- (a) **"Authorized Employees"** means only those employees of the Recipient who are permitted to access Personal Information or Confidential Information in order to carry out the Recipient's obligations;
- (b) **"Confidential Information"** includes without limitation, all records, reports, studies, documentation, plans and copies thereof, and any other information whatsoever, supplied from time to time by the City or any of its representatives to the Recipient, whether in oral, written, graphic, electronic, machine readable or physical form, but does not include the following:
 - i. information which is in the public domain at the time of the Recipient's receipt thereof from the City, or thereafter becomes part of the public domain through no act of the Recipient;
 - ii. information which the Recipient can show was lawfully in its possession prior to the receipt thereof from the City; and
 - iii. information which is released from the provisions of this Agreement by the written authorization of the City.
- (c) **"contact information"** has the meaning set out in FIPPA;
- (d) **"FIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
- (e) **"Personal Information"** means recorded information about an identifiable individual, other than contact information, but excludes any information that is not under the custody or control of the City within the meaning of FIPPA; and
- (f) **"Services"** means the services provided by the Recipient to the City, being

2. Authority for Disclosure – The disclosure of Personal Information by the City to the Recipient is authorized by the following section(s) of FIPPA:

- (a) Section 33(2)(c) if the individual the information is about has identified the information and has consented, in the prescribed manner, to the disclosure;
- (b) Section 33(2)(d) for the purpose for which the information was obtained or compiled, or for a use consistent with that purpose within the meaning of section 34;
- (c) Section 33(2)(h) to an officer or employee of the public body, or to a minister, if the information is necessary for the performance of the duties of the officer, employee or minister;

(d) Section 33(2)(j) to an officer or employee of a public body, or to a minister, if the information is necessary for the purposes of planning or evaluating a program or activity of a public body;

3. **Types of Personal Information** – The Personal Information to be handled by the parties is as follows:

- (a) _____;
- (b) _____; and
- (c) _____.

4. **Confidentiality of Information** – The Recipient acknowledges that all Confidential Information is confidential and a valuable asset of the City and is and shall at all times remain the exclusive property of the City. Further, all applicable intellectual property rights in the Confidential Information are and will remain the exclusive property of the City.

5. **Confidentiality of Services** – The Recipient will not discuss the Services with any third party, except as necessary to perform the Services, or with written consent from the City.

6. **Collection of Personal Information** – Unless the City otherwise directs in writing:

- (a) the Recipient may only collect or create Personal Information that is necessary for the performance of the Services;
- (b) the Recipient must collect Personal Information directly from the individual the information is about; and
- (c) the Recipient must tell an individual from whom the Recipient collects personal information:
 - (i) the purpose for collecting it;
 - (ii) the legal authority for collecting it; and
 - (iii) the title, business address and business telephone number of the person designated by the City to answer questions about the Recipient's collection of Personal Information.

7. **Use of Information** – Unless the City otherwise directs in writing, the Recipient may only use Confidential Information or Personal Information if the use is for the performance of the Recipient's obligations with respect to the Services. Further, any use of Confidential Information or Personal Information must be in accordance with FIPPA.

8. **Disclosure of Information** – Unless the City otherwise directs in writing, the Recipient may only disclose Confidential Information or Personal Information inside Canada to any person other than the City if the disclosure is for the performance of the Services. Further, any disclosure of Confidential Information or Personal Information must be in accordance with FIPPA.
9. **Retention of Information** – The Recipient must retain all Personal Information and Confidential Information until directed by the City to return or destroy it as set out in section 10.
10. **Return or Destruction of Information** – At any time, upon written notice by the City, the Recipient must return all Confidential Information or Personal Information to the City or destroy it in the manner and timeframe set out in the notice. If the Services have ceased, and no notice has been given in accordance with this section, then the Recipient must return all Confidential Information and Personal Information to the City within 30 days.
11. **No Storage or Access Outside Canada** – Unless the City otherwise provides consent in writing, the Recipient must not store Personal Information or Confidential Information outside Canada or permit access to either from outside Canada. If the City does provide consent, the parties will work together to ensure that the storage and access takes place for the minimum time necessary in the circumstances, and otherwise in accordance with FIPPA, and the Recipient will comply with any storage and access conditions imposed by the City.
12. **Access by Authorized Employees** – The Recipient will:
 - (a) permit access to Confidential Information and Personal Information only to Authorized Employees;
 - (b) at all times maintain a list of the Authorized Employees which must be provided to the City upon request; and
 - (c) at all times have in place a knowledgeable senior person within its organization to be responsible for, and to have the authority to ensure, privacy compliance generally and compliance with this Agreement specifically, and also ensure that each Authorized Employee understands the terms of this Agreement.
13. **Sub-Recipient or Agent** – For the purposes of this Agreement, the term “Recipient” shall include any consultants, directors, officers, employees or agents thereof, it being understood and agreed that the Recipient shall require all such persons to be bound by the terms of this Agreement to the same extent as if they were parties hereto. The Recipient agrees to be responsible for any breach of this Agreement by any of such persons.

14. Protection of Information – The Recipient must, at its sole expense, have appropriate physical, organizational and technological security measures in place to ensure that Personal Information and Confidential Information is collected, accessed, used, disclosed and destroyed only by Authorized Employees and only in accordance with the terms of this Agreement, including without limitation:

- (a) regularly reviewing and enhancing Personal Information and Confidential Information security policies to ensure compliance with industry accepted best practices in Canada;
- (b) employing administrative, contractual and technological safeguards to protect all Personal Information and Confidential Information;
- (c) storing all Personal Information and Confidential Information in secured locations inside Canada;
- (d) transmitting Personal Information and Confidential Information using only the following means:
 - (i) email, ensuring that emails (sent and received) are deleted after the receiving party has securely downloaded and stored the Personal Information or Confidential Information contained therein;
 - (ii) file transfer protocol website, ensuring that files are routinely removed from the website by the receiving party after the receiving party has securely downloaded and stored the Personal Information or Confidential Information contained therein; or
 - (iii) secure network, the security and encryption of the data during network movement to be determined by the nature of the Personal Information or Confidential Information and may include but is not limited to SSL or VPN;
- (e) restricting access to records containing paper copies of Personal Information or Confidential Information;
- (f) restricting access to Personal Information or Confidential Information stored on computers and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and
- (g) creating an audit trail and user access logs, which logs will be retained by the Recipient during the term of this Agreement and for at least twelve (12) months following the expiry or termination of the Services.

- 15. Notice of Unauthorized Disclosure and Investigation** – If the Recipient becomes aware that there has been an unauthorized disclosure of Personal Information or Confidential Information in its custody or under its control, the Recipient must immediately notify the City and investigate all reported cases of:

- (a) unauthorized access, collection, use, disclosure or disposal of Personal Information or Confidential Information in its custody; and
- (b) breaches of privacy or security with respect to any Personal Information or Confidential Information in its custody or with respect to any computer system in its custody that is used to access Personal Information or Confidential Information.

The Recipient will report to the City the results of any investigation described above and the steps taken to address any remaining issues or concerns related to such investigation. If required, the Recipient will work with the City to comply with any investigation under FIPPA.

- 16. Compliance with FIPPA and Directions** – The Recipient acknowledges and agrees that, in relation to Personal Information:

- (a) it will comply with the requirements of FIPPA applicable to the Recipient as a service provider, including any applicable order of the Commissioner under FIPPA;
- (b) it will comply with any direction given by the City under this Agreement;
- (c) it will promptly and fully comply with any investigation, review, order or ruling of the Commissioner under FIPPA in connection with the Personal Information; and
- (d) it is familiar with the requirements of FIPPA governing Personal Information that are applicable to it as a service provider.

- 17. Inspection of Information** – In addition to any other rights of inspection the City may have under FIPPA or this Agreement, the City may, at any time, request the Recipient provide the City with a copy of any of the Recipient's information management policies or practices relevant to its management of Personal Information or Confidential Information as it relates to compliance with this Agreement, and the Recipient must comply with, and provide reasonable assistance to, the City's request.

- 18. Accuracy of Personal Information** – The Recipient must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Recipient or the City.

- 19. Accuracy of Confidential Information** – The Recipient agrees that the City has not made any representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information.
- 20. Correction of Personal Information** – The parties acknowledge and agree that:
- (a) within five (5) business days of receiving a written direction from the City to correct or annotate any Personal Information, the Recipient must correct or annotate the information in accordance with the direction;
 - (b) when issuing a written direction under section 20(a), the City must advise the Recipient of the date the correction request to which the direction relates was received by the City in order that the Recipient may comply with section 20(c);
 - (c) within five (5) business days of correcting or annotating any personal information under section 20(a), the Recipient must provide the corrected or annotated information to any party to whom, within one (1) year prior to the date the correction request was made to the City, the Recipient disclosed the information being corrected or annotated; and
 - (d) If the Recipient receives a request for correction of Personal Information from a person other than the City, the Recipient must promptly advise the person to make the request to the City's Records & Information Administrator and, if the City has advised the Recipient of the name or title and contact information of an official of the City to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and contact information to the person making the request.
- 21. Requests for Access to Personal Information** – If the Recipient receives a request for access to Personal Information from a person other than the City, the Recipient must promptly advise the person to make the request to the City, and if the City has advised the Recipient of the name or title and contact information of an official of the City to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and contact information to the person making the request.
- 22. Confidential Information** – If the Recipient becomes legally compelled to disclose any Confidential Information, prior to any such disclosure the Recipient shall (i) promptly notify the City in writing, and (ii) cooperate with the City in any attempt it may make to obtain a protective order or other appropriate remedy or assurance that confidential treatment will be afforded to the Confidential Information. If such protective order or other appropriate remedy is not obtained, the Recipient will disclose only that portion of the Confidential Information that it is legally required to disclose.

- 23. Notice of Non-compliance** – If for any reason the Recipient does not comply, or anticipates that it will be unable to comply, with a provision in this Agreement in any respect, the Recipient must promptly notify the City 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.
- 24. Indemnity** – The Recipient must indemnify and save harmless the City and its elected and appointed officials, officers, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including without limitation, the full amount of all legal fees, costs, charges and expenses whatsoever) in any way directly or indirectly arising from any failure of the Recipient to comply with this Agreement, including any failure of the Recipient's sub-Recipients or agents to comply with this Agreement.
- 25. Modification** – This Agreement may be modified at any time by agreement, in writing, of both parties.
- 26. Laws of British Columbia** – This Agreement must be construed according to the laws of the Province of British Columbia.
- 27. Entire Agreement** – This Agreement constitutes the entire agreement between the parties with respect to its subject matter and the parties agree that there are not and have not been made any statement, representations, warranties, undertakings or agreements made by the parties with respect to the subject matter of this Agreement other than as contained herein. Any amendment of this Agreement must be in writing and signed by both the City and the Recipient.
- 28. Interpretation** – In this Agreement:
- (a) time is of the essence;
 - (b) the obligations of the Recipient in this Agreement will survive the termination of the Services; and
 - (c) if a provision of this Agreement, including any direction given by the City under this Agreement, conflicts with a requirement of FIPPA or an applicable order of the Commissioner under FIPPA, the conflicting provision of the Agreement, or direction, will be inoperative to the extent of the conflict.

As evidence of their agreement to be bound by the above terms, the City and the Recipient each have executed this Agreement on the respective dates written below:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER by its authorized

signatories:

Authorized Signatory:

Name of Signatory:

Date

[RECIPIENT NAME]

by its authorized signatory(ies):

Authorized Signatory:

Name of Signatory:

Date

PREVIEW

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