



Agreement on the Collection, Use, and Disclosure of University [Blank-Dept]
Personal Information

THIS AGREEMENT is made effective on the _____ day of **December, 2012**.

BETWEEN:

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY,
a corporation incorporated pursuant to the laws of the Province of Alberta
(hereinafter called "the Board").

OF THE FIRST PART

-and-

Vendor Name – Address – Hereafter called "**BLANK**"

OF THE SECOND PART

NOW THEREFORE it is agreed that, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. This is a Memorandum of Understanding outlining the terms and conditions regarding the disclosure of limited personal information concerning a **[Personal Information: Name, Address, etc]** issued either by **the Board to the Third Party Name** or by the Third Party Name to the Board.
2. That **[describe purpose why it is necessary to collect, use, and /or disclose to the Third Party Name or purpose of contract.]**

Article 1
Use of Personal Information

- 1.01 **Use:** The disclosure of [Specify Personal Information] by the Board to the [Third Party Name] is for the purpose of [describe purpose] through the Third Party Name. The use of such disclosed information must be consistent with this purpose of use as according to section 39(1)a of the Alberta Freedom of Information and Protection of Privacy Act (hereafter the Alberta FOIP Act).

Article 2
Disclosure of Personal Information

- 2.01 **Disclosure:** This disclosure is authorized under the Alberta FOIP Act section 40(1)c where it states that a public body may disclose personal information only if the disclosure is for the purpose for which the information was collected or compiled or for a use consistent with that purpose. Accordingly, this disclosure of personal information is for the consistent purpose of [Blank]
- 2.02 **Disclosure:** That disclosure of personal information by the Board will be limited only to that of the individual's [personal information Blank] and [personal information Blank] as according to the Alberta FOIP Act section 40(4), which states that a public body may disclose personal information only to the extent necessary to enable the public body to carry out the purposes described in subsection (1) in a reasonable manner.
- 2.03 **Disclosure:** That [Personal information Blank] and [Personal information Blank] will be disclosed by the Board to the [Third Party Name] by having [MRU Dept] disclose the prescribed information to the [position/dept of Third Party].

Article 3

Protection of Personal Information

- 3.01 **Protection:** That all personal information maintained by both parties will be protected by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or destruction according to section 38 of the Alberta FOIP Act.
- 3.02 **Protection:** The **Third Party Name** undertakes to fully maintain and respect the confidentiality of the personal information concerning **[personal information]** and the **[personal information]** subject to this agreement and not to disclose it to anyone unless such disclosure is authorized by this agreement or by law.
- 3.03 **Contravention:** The **[Third Party Name]** acknowledges that section 92(1) and (2) of the Alberta FOIP Act specifies that a person who willfully collects, uses, or discloses personal information in violation of Part 2 of that Act or who attempts to gain or gains access to personal information in violation of that Act is guilty of an offence and is liable to a fine of not more than \$10,000.00.
- 3.04 **Destruction:** That the **[Third Party Name]** will retain the received information regarding **(Personal information)** and **(Personal Information)**, for a period of **3 years after receipt of information**. In addition, destruction of all received copies of the information regarding the individual will be routinely completed in a secure manner, which limits the risk of unauthorized access.

Article 4

Collection of Personal Information

- 4.01 **Collection:** That the Board will appropriately notify the individual regarding the disclosure of their **personal information** and the personal information in order to **[purpose]**. This notification is in accordance with section 40(1)c and 39(1)(a) of the Alberta FOIP Act.
- 4.02 **Burden of Proof:** That the Board will retain all relevant records pertaining to the **[List of Personal Information]** and retain all **[Personal Information]** in the records for the prescribed retention period according to the Mount Royal University Records Retention Schedule.

Article 5
Amendment, Termination, and General Terms and Conditions

- 5.01 This Memorandum of Understanding may be terminated or ratified by the Board by giving (10) days notice in writing to the **Third Party Name**.

- 5.02 This agreement will terminate on **December 31, 2014** upon which at that time the Memorandum of Understanding will be reviewed, revised, or terminated by means of signing a new agreement.

This Memorandum of Understanding is agreed to by the authorized signing officers of the following parties as indicated.

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

Per: _____ **Position** _____ **Date**

Per: _____ **Position** _____ **Date**

Third Party Name

Per: _____ **Position** _____ **Date**

Per: _____ **Position** _____ **Date**

Per: _____ **Position** _____ **Date**