



## AGREEMENT RESPECTING CONFIDENTIAL INFORMATION, PRIVACY AND INTELLECTUAL PROPERTY RIGHTS

Respecting personal privacy, safeguarding the confidentiality of individual records and system security are critical to the Canadian Institute for Health Information (CIHI) (hereinafter referred to as "the Corporation") successfully meeting its mandate. As part of the ongoing commitment to carry out its mandate within a privacy sensitive environment, and to underscore the importance of protecting personal health information and other confidential information that employees may access in the course of their duties, the Corporation requires that all of its employees sign an Employee Confidentiality Agreement as part of their employment agreement with the Corporation. Such Confidentiality Agreement must be signed upon the commencement of employment and prior to the employee being given access to any confidential information.

IN CONSIDERATION of my employment with, or secondment to, the Corporation, which has its head offices in the Province of Ontario, and of the compensation paid to me for my services, I AGREE TO THE FOLLOWING:

### A. Confidential Information

1. a. For the purposes of this Agreement, "Confidential Information" means information:
  - i. provided to, or collected and used by, the Corporation, whether commercial, financial, technical or personal (including personal health information) in nature, regardless of format;
  - ii. that in the normal course of the Corporation's business is considered to be proprietary or confidential to the Corporation;
  - iii. when provided by a third party to the Corporation, is provided in confidence either implicitly or explicitly; or
  - iv. otherwise obtained during, or gathered in connection with, my employment whether before or after entering into this Agreement.
- b. For the purposes of this Agreement:
  - i. third parties include, but are not limited to, federal, provincial and territorial governments, regional health authorities, hospitals and health care providers; and
  - ii. Confidential Information does not include information that is publicly available.
- c. Both during and after the term of my employment, I will keep confidential all Confidential Information and I will not disclose or use any Confidential Information for any purpose other than in accordance with the Corporation's privacy and security policies, as defined below, or with prior written authorization from the Corporation or as permitted to be disclosed by law under any applicable "whistleblower" legislation or as otherwise required to be disclosed by law or court order.
- d. The obligations of confidence described above include, without limitation, taking every reasonable step to prevent third parties from obtaining, examining and/or making copies of any Confidential Information, which may include without limitation, drawings, plans, records, papers, documents, samples or other materials (whether in electronic or hard

copy form) prepared by me or that come into my possession or under my control by reason of my employment with the Corporation.

2. Upon the earlier of the termination of my employment or the Corporation's request, I will return to the Corporation all Confidential Information, including without limitation any and all drawings, plans, records, papers, documents, samples and any other materials in my possession or under my control (whether in electronic or hard copy form) that relate to the business of the Corporation.
3. I further agree to sign any additional confidentiality documents and take such further action as the Corporation requests in order to execute this Agreement and/or to fulfil the terms and conditions of my Services to the Corporation. Any failure to comply with the Corporation's requests in this regard may result in discipline, up to and including termination of my Services.

#### **B. Privacy**

4. a. I understand that the Corporation has been designated as a prescribed entity for the purposes of section 45(1) of Ontario's *Personal Health Information Protection Act*, 2004, S.O. 2004, c.3, Schedule A (Regulation 329/04, Section 18) ("PHIPA"). Such designation allows the Corporation to receive and use personal health information (as defined in section 4 PHIPA as set out in Schedule "A" attached hereto) without consent for the purposes of analysis or compiling statistical information for the planning and management of the health system. Data may be collected from multiple health information custodians, including the Ontario Ministry of Health and Long-Term Care, physicians, hospitals, laboratories, pharmacies, long-term care facilities and other custodians named under PHIPA. The designation as a prescribed entity carries with it strict responsibilities regarding the Corporation's adherence to its privacy policies, practices and procedures regarding the collection, use and disclosure of personal health information in its custody. The privacy policies, practices and procedures of the Corporation are set out in the Corporation's document, *Canadian Institute for Health Information (CIHI) Privacy Policy on the Collection, Use, Disclosure and Retention of Personal Health Information and De-Identified Data, 2010* (the "**Privacy Policy**") and have been reviewed and approved by the Information and Privacy Commissioner of Ontario.
- b. **I have read and agree to comply with the Corporation's Privacy Policy including any privacy policies, procedures and protocols implemented after this date.** I understand and agree that in the performance of my duties as an employee of the Corporation, all personal health information to which I may have access is confidential and is not to be used by or disclosed to anyone in any manner, except as outlined in the Corporation's Privacy Policy. I understand that I am prohibited from using de-identified or aggregate information, either alone or with other information, to identify an individual. Furthermore, I understand that intentional or involuntary violation of the Corporation's Privacy Policy may result in disciplinary action including, without limitation, the termination of my employment with the Corporation.
- c. **I have read and agree to comply with the Corporation's Information Security Policy, the Corporation's Acceptable Use of Information Systems Policy (collectively called the "Corporation's Security Policies") and any security policies, procedures, standards and protocols implemented after this date.** Furthermore, I understand that intentional or involuntary violation of the Corporation's Security Policies may result in disciplinary action including, without limitation, the termination of my employment with the Corporation.

**C. Intellectual Property Rights**

5. If during the term of employment and in the course of my duties, whether during business hours or otherwise, I:
- a. conceive or make any invention or discovery whether patentable or not;
  - b. become the author of any design capable of being protected as intellectual property under the laws of Canada;
  - c. become the author of any work in which copyright may exist;
  - d. develop any Confidential Information (as defined in Section A, above) which may be capable of being protected as a trade secret; or
  - e. create any other intellectual property;

and if such invention, discovery, design, work, Confidential Information or other intellectual property relates in any way to the business of the Corporation, including without limitation, areas of research or investigation for the development of new business, then:

- i. All right, title and interest in and to such invention, discovery, design, work, Confidential Information or other intellectual property, and all intellectual property rights therein, shall be the sole and exclusive property of the Corporation and I hereby assign all such rights to the Corporation and waive my moral rights in any such works in favour of the Corporation, its licensees and assigns.
  - ii. I undertake, at the expense of the Corporation, to sign all documents and instruments and do such things as may be reasonably necessary to vest title in the Corporation and to obtain, perfect and enforce the rights of the Corporation in any country in the world.
  - iii. I undertake to promptly disclose to the Corporation any invention, discovery, design, work, Confidential Information or other intellectual property that I conceive, make, author or develop during the term of my employment.
  - iv. I undertake to maintain adequate and current written records of such inventions, discoveries, designs, works, Confidential Information or other intellectual property, which records shall be and remain the property of the Corporation.
6. The obligations of the preceding paragraph shall:
- a. not apply to any invention, discovery, design, work, confidential information or other intellectual property created by me prior to the commencement of my employment or services with the Corporation. I acknowledge that there are none unless I have so disclosed in the attached schedule to this Agreement where I have listed, in a manner sufficient for the identification of any previous invention, discovery, design, work or other intellectual property, and have indicated whether or not I am in the possession of previous confidential information; and
  - b. in the case of student placement, not apply to any reports, assignments and other materials prepared by me solely for academic credits related to my program of studies, as directed or required by my university, college or advisor, during the term of my Services to the Corporation; and

- c. apply subsequent to the termination of my employment with respect to any invention, discovery, design, work, Confidential Information or other intellectual property conceived or made during the term of my employment with the Corporation.

**D. Annual Renewal**

- 6. I agree to renew my obligations under this Agreement annually, if and in such manner as the Corporation may require from time to time.

**E. General**

- 7. This Agreement is governed by the laws in force in the Province of Ontario as well as those in force in other Canadian jurisdictions as applicable herein. It forms part of my employment agreement and, together with my employment agreement, constitutes the entire agreement between myself and the Corporation with respect to the subject matter herein and cancels and supersedes any prior or understandings and agreements between the parties with respect to the subject matter herein. All additions modifications to this Agreement must be made in writing and must be signed by both parties. If any part of this Agreement is held to be invalid or otherwise unenforceable, the provision shall no longer form part of this Agreement. I shall execute and deliver all such further documents and instruments and do all acts and things as the Corporation may reasonably require to carry out the full intent and meaning of this Agreement. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege. This Agreement may not be assigned by either party without the prior written consent of the other and shall ensure to the benefit of and be binding on the parties, their respective successors and permitted assigns.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Signature of Employee

## Schedule “A”

Definition of Personal Health Information as set out in Section 4 of the *Personal Health Information Protection Act, 2004*, S.O. 2004, c.3, Schedule A

### Personal health information

4. (1) In this Act [PHIPA],

“personal health information”, subject to subsections (3) and (4), means identifying information about an individual in oral or recorded form, if the information,

- a. relates to the physical or mental health of the individual, including information that consists of the health history of the individual's family,
- b. relates to the providing of health care to the individual, including the identification of a person as a provider of health care to the individual,
- c. is a plan of service within the meaning of the *Long-Term Care Act, 1994* for the individual,
- d. relates to payments or eligibility for health care in respect of the individual,
- e. relates to the donation by the individual of any body part or bodily substance of the individual or is derived from the testing or examination of any such body part or bodily substance,
- f. is the individual's health number, or
- g. identifies an individual's substitute decision-maker.

### Identifying information

(2) In this section,

“identifying information” means information that identifies an individual or for which it is reasonably foreseeable in the circumstances that it could be utilized, either alone or with other information, to identify an individual.

### Mixed records

(3) Personal health information about an individual includes identifying information about the individual that is not personal health information described in subsection (1) but that is contained in a record that contains personal health information described in that subsection about the individual. 2004, c. 3, Schedule A, s. 4 (3).

### Exception

(4) Personal health information does not include identifying information contained in a record that is in the custody or under the control of a health information custodian if,

- a. the identifying information contained in the record relates primarily to one or more employees or other agents of the custodian; and
- b. the record is maintained primarily for a purpose other than the provision of health care or assistance in providing health care to the employees or other agents.