

## 1. Protocol Statement/Rationale

The Northern Ontario School of Medicine is fully committed to protecting the privacy and security of all personal information obtained while carrying out the regular business of the School.

This protocol outlines the principles and practices that the Medical School will follow with respect to the collection, storage and dissemination of confidential information in particular confidential information related to staff and faculty.

This protocol and its practices have been designed to ensure that all personal information, as well as general information of a confidential matter, is handled appropriately and in compliance with all applicable provincial privacy acts.

### 1.1. Applicability

This protocol applies to all employees of the Northern Ontario School of Medicine.

#### 1.1.1. Responsibilities

**Managers/Supervisors** are responsible for:

- Ensuring that all personal information they are in possession of, is properly stored, secured, and maintained in a locked repository.
- Ensuring that they do not pass on any personal information about any employee under their direction without the expressed written permission of that individual,
- Making the commitment that any documentation resulting from a formal meeting with one of their staff is provided both to the employee and to the Human Resources Unit for appropriate filing and storage.

**Employees and Faculty** are responsible for:

- Managing their own personal information and the dissemination of said information to any other School staff and/or outside party,
- Ensuring that in the normal course of their work they do not release any personal information about another staff or faculty member to any other Medical School staff, faculty member or outside third party,
- Ensuring that any personal and/or financial information that is released by an employee about any other School employee or faculty to any other third party is done so with the expressed written consent of that person (ie. statement of earnings for a bank loan).

**Human Resources Unit is responsible for:**

- Ensuring that all employee and faculty corporate files are secured in a responsible manner, and stored securely in one repository,
- Ensuring that any employee or faculty member may access their corporate employee file with one day's notice. Employees making such a request may make photocopies of any document in their file but cannot remove any original documents,
- Ensuring that no personal information is ever released to any other party without the expressed written consent of the employee,
- Providing appropriate personal information to payroll staff in order to get that employee registered onto the payroll system. Such information is generally limited to such items as Social Insurance Number, date of birth, a void cheque or other banking information, and federal and provincial tax forms. This requirement is explained to all employees as part of the Medical School's payroll and orientation process.

## **1.2. Authority**

This protocol delegates to all Medical School employees, supervisors, managers and faculty the responsibility to safeguard confidential personal information in accordance with all relevant privacy laws of Ontario.

## **2. Definitions**

**Personal Information:** Information that refers to an individual specifically and is recorded in any form – written document, electronic or otherwise. Personal information includes, but is not limited to, such data as age, income, date of birth, ethnic origin, medical records, resumes, diplomas, personal references, etc.

**Confidential information:** Confidential information is information that consists of, but is not limited to, the following: data, materials, products, business plans, financial information, and written documents, that ought knowingly to be understood as confidential material and which should not be released to unauthorized Medical School staff or external third parties unless required by federal or provincial statute.

## **3. Related Policies/References**

3.1. Human Resources Confidentiality Agreement (for staff only)  
(Appendix A)

- 3.2. Statement of Commitment to Confidentiality – Governing Principles (for all staff and faculty)  
(Appendix B)

#### **4. Implementation Procedures**

- 4.1. Upon hire all Medical School employees will as part of their documentation be required to sign the Human Resources Confidentiality Agreement (Appendix A).
- 4.2. All employees and faculty will be given a copy of the School's Confidentiality Protocol.
- 4.3. The signed Confidentiality Agreement (staff only) will be placed in the individual's corporate file.
- 4.4. All employees and faculty will be provided with a copy of the Statement of Commitment to Confidentiality – Governing Principles (Appendix B).

#### **5. Getting Help**

Queries regarding interpretations of this document and resolution of issues should be directed to:

Director of Human Resources (or designate)  
The Northern Ontario School of Medicine  
705-662-7210

## Appendix A

### THE NORTHERN ONTARIO SCHOOL OF MEDICINE:

#### HUMAN RESOURCES

#### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective \_\_\_\_\_ by and between the Northern Ontario School of Medicine "Owner" and employee \_\_\_\_\_ "Recipient".

#### **1. Confidential Information**

Owner proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, and all employee-related personal and confidential information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner. Nothing herein shall require Owner to disclose any of its information.

#### **2. Recipient's Obligations**

A. Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner, and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.

B. Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by Recipient. Recipient shall provide a written certificate to Owner regarding destruction within ten (10) days thereafter.

#### **3. Term**

The obligations of Recipient herein shall be effective from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

#### **4. Other Information**

Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without

breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure.

**5. No License**

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

**6. No Publicity**

Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner.

**7. Final Agreement**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**12. No Implied Waiver**

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

**13. Headings**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**Signature**

By signing below, I agree to the following terms:

- (i) I have received and read a copy of the Confidentiality Agreement document and understand and agree to the same.

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

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Title

\_\_\_\_\_  
Unit/Location

**Appendix B**  
**Northern Ontario School of Medicine**  
**Statement of Commitment to Confidentiality – Governing Principles**

Upon hire, every employee of the School will be provided a copy of the Governing Principles, to assist understanding of the School's requirement for confidentiality of personal information and data.

**1. Accountability**

All employees, managers, supervisors and faculty share a joint responsibility for the control and protection of both confidential personal information as well as any and all confidential data no matter its format.

**2. Security**

The Medical School provides appropriate safeguards for the personal information it collects. The School also provides appropriate safeguards for all data, materials, products, technology, computer programs specifications, manuals, business plans, software, financial information, etc.

**3. Consent**

The Medical School will obtain an individual's consent prior to the collection, use or disclosure of his/her personal information before or at the time of interview/hire.

**4. Agreement**

It is understood by all staff and faculty that confidential information, no matter its format, is not to be released and/or given to outside third parties unless required by provincial and/or federal law (ie. provincial salary disclosure of all provincial employees earning over \$100,000 in a year).

**5. Openness**

The Medical School is committed to making understandable the available information about policies and practices related to the management of personal and confidential information.

**6. Individual Access**

All staff and faculty can review and verify any and all information contained in their personal files upon submitting a written request to Human Resources.

**7. Right to Privacy**

The Medical School recognizes the fundamental right of its staff and faculty to privacy with respect to their personal information and the need to ensure that the entire organization is committed to protecting all forms of confidential information in accordance with all applicable provincial privacy acts.