

Maritime Provinces Higher Education Commission

Standard for Maintaining Confidentiality

April 2017



Table of Contents

1. INTRODUCTION.....	1
2. ADMINISTRATION AND OVERSIGHT	1
3. PERSONALLY IDENTIFYING INFORMATION.....	1
A. Introduction.....	1
B. Data Description	2
C. Informed consent	2
D. Access to, and Release of Personally-Identifying Data	3
E. Access to, and Release of Non Personally-Identifying Data and Statistics	4
F. Access to information.....	5
G. Record Linkage.....	6
H. Graduate survey information for survey participants	6
4. CONFIDENTIAL DOCUMENTS AND INFORMATION.....	6
5. GENERAL SECURITY MEASURES.....	7
6. BREACH OF SECURITY PROTOCOL	8
 APPENDICES	
1. Sample Academic Calendar Entry.....	10
2. Contract Sample Wording	11
3. Agreement Concerning the Sharing of Information	12
4. Oath of office (MPHEC Employees)	14
5. Oath of Office (to be completed by all Commission and Committee members upon appointment).....	15
6. Confidentiality agreement (Non-MPHEC Employees)	16

1. INTRODUCTION

According to the MPHEC Act, one of the Commission's principal duties is (paragraph 11, NB, PEI; 12, NS):

"To ensure that data and information is collected, maintained and made available for assuring the public accountability of institutions, and to assist institutions and the Provinces in their work, which without limiting the generality of the foregoing may include

- (i) establishing data and system standards,
- (ii) establishing public reporting requirements and producing public reports, and
- (iii) carrying out studies in regard to public policy, institutional concerns and issues related to post-secondary education, and providing advice to institutions and the Provinces on these matters"

This duty is accompanied by a responsibility to safeguard the data collected, and to ensure the privacy and confidentiality of personal information contained in the data. Specifically, the MPHEC Act states (paragraph 13, NB, PEI; 14, NS):

- (1) *All data received by the Commission from institutions or any other source, is confidential and shall not be disclosed, except as provided in this Section.*
- (2) *Subject to subsection (3), the Commission may disclose, in aggregate form, data received by the Commission from institutions or any other sources.*
- (3) *For the purpose of ensuring the protection of personal information, the Commission shall, before disclosing data received by the Commission from institutions or any other sources, remove any portion that would reveal personal information concerning any person."*

In addition to the collection of data, the Commission handles confidential documentation and information pertaining to its other mandated functions, such as quality assurance and the administration of finances.

This document describes the detailed standards, practices and procedures in place that protect the privacy and confidentiality of personally-identifying data (directly or indirectly) in MPHEC data files, and confidential documentation/information.

2. ADMINISTRATION AND OVERSIGHT

Compliance with this Standard is the responsibility of the Chief Executive Officer of the MPHEC.

3. PERSONALLY IDENTIFYING DATA/INFORMATION

A. INTRODUCTION

Personally identifying data may or may not identify a person directly, but contain information that would make an individual's identity and any related information about them easily recognized, for example, name, address, telephone, SIN or student number (unique student identifier).

The MPHEC's purpose is statistical; the student data held by the MPHEC have no administrative purpose. No decision will be made about any individual based on the information in the MPHEC's data files. The files are used to produce analyses of trends and patterns. Groupings rather than individuals are the focus of analysis and the MPHEC ensures that individuals cannot be identified in the resulting tables and graphs.

B. DATA DESCRIPTION

The key data files housed by the MPHEC that contain personal identification data are:

- PSIS (Post-secondary Student Information System: 2000-present): The MPHEC collects information on institutions' programs and course offerings, student demographics, program and course registration, and credentials granted. The data includes personally-identifying data. PSIS data files contain personal identification information data for three reasons: first, they provide a means to contact respondents in sample surveys; second, they provide the means to link data over time, and third, they ensure accuracy.

The database format used is the Post-Secondary Student Information System (PSIS), the national database format originally designed by Statistics Canada to provide longitudinal student records to enable the generation of standardized statistics and to facilitate research on post-secondary issues such as retention, attrition, mobility and graduation rates. This database format replaced USIS (University Student Information System: 1981-1999);

- MPHEC Graduate outcomes Survey program: The graduate survey program collects information regarding Maritime university graduates' outcomes and perceptions of their post-secondary education. Major themes covered include employment and earnings, student loan debt, further study, mobility and satisfaction with education. As part of the survey, respondents are asked to provide updated contact information to facilitate longitudinal follow-up surveys.
- From time to time, the MPHEC may engage in special survey projects that involve the use or collection of personally-identifying data.
- PSIS and survey data are retained indefinitely.
- The Maritime Provinces Higher Education Commission administers a number of agreements with other provinces to provide places for Maritime students in programs of study not available in the student's home province. Students enrolled under these agreements have their personal information retained as long as their file is active. Agreements requiring this information currently in place are:
 - Québec - New Brunswick Agreement
 - Tripartite Optometry Agreement between the province of Ontario, University of Waterloo and the MPHEC
 - Memorandum of Understanding Concerning Medical Education between the Province of New Brunswick and the Province of Newfoundland and Labrador
 - Newfoundland and Labrador/Nova Scotia/Dalhousie University Rehabilitation Disciplines Agreement
 - Dalhousie-UNB Medical Education Program Agreement
 - Atlantic Veterinary College Agreement

C. INFORMED CONSENT

PSIS data is gathered with the informed consent of the students. Public postsecondary institutions within the Commission's scope make students aware that their information may be used, among other purposes, for research (within the constraints of various privacy legislation), via a data release clause in their academic calendars. This clause includes an "opting out" route for students who do not want their personal identification data in the data base. A sample academic calendar entry is shown in Appendix 1.

Participation in graduate surveys is voluntary.

Students enrolled under inter-provincial agreements are informed that their personal information is retained for administrative purposes as long as their file is active.

D. ACCESS TO, AND RELEASE OF PERSONALLY-IDENTIFYING DATA

PSIS

PSIS data files from each institution are received by the MPHEC via e-Services (see Section 5 for more information on e-Services). The files are then downloaded and stored within an access-controlled part of the network.

Access to, and release of personally identifying data from, the PSIS database is restricted to the following purposes:

1. Communication with institutions and with Statistics Canada during the PSIS data validation process :

The collection of PSIS data from institutions incorporates a validation process whereby the MPHEC audits the data and works closely with the institutions in cleaning the data. In addition, as part of the MPHEC's mandated function to provide PSIS data collected from Maritime institutions to Statistics Canada, the MPHEC corresponds with Statistics Canada regarding the data. In both cases, the MPHEC staff member carrying out database administration is often required to communicate using student i.d. numbers and other personal identifiers as references. In all instances where this occurs, the MPHEC sends personally identifying data either via e-Services or similar secure file transfer protocol.

Only those employees carrying out the duties of data validation or database administration have access to the full PSIS database including files which contain personal identification information. Access by researchers to the PSIS database excludes these data.

2. Compile a student/graduate contact list for an MPHEC survey:

Survey sampling frames, including student/graduate contact information, are extracted from PSIS data. Prior to the launch of a survey, institutions are asked to verify the list of graduates, and to provide updated contact information. The data is exchanged between the MPHEC and institutions via e-Services.

3. To provide contractors with contact information in order to conduct a survey:

At the discretion of the CEO of the MPHEC, staff may release personal identification data to persons for statistical uses (i.e., contractors executing longitudinal surveys) compatible with the purposes for which the data were collected if those persons sign confidentiality agreements and meet such other requirements as deemed necessary. The release of such data to researchers outside the MPHEC is considered as a loan of data (recipients do not have ownership of the data), and it is returned or copies destroyed once the researchers complete their work. Sample text included in contracts may be found in Appendix 2.

4. To create a record linkage (see section 3. g for more information)

5. To meet legal requirements

MPHEC Graduate Surveys and other special survey projects

Graduate survey sampling frames, including graduate/student contact information, are extracted from PSIS data. The sampling frame is then used by a contractor to conduct the survey (in the case of the graduate surveys, this is done by telephone). Once the survey is completed, the MPHEC is provided with two data files: an analytical file, which is stripped of direct student identifiers, and an updated contact file, which contains direct student identifiers. The two files share a common key, which contains no identifying information.

Contact files are retained for the subsequent longitudinal survey(s), and are destroyed after ten years.

E. ACCESS TO, AND RELEASE OF NON-PERSONALLY IDENTIFYING DATA AND STATISTICS

Release of Non-Personally Identifying Data

Non-personally identifying data consists of individual records stripped of any information that would make it possible to identify the person described. Access to analytical files (whether PSIS or survey data) stripped of personally-identifying information is restricted to employees charged with data analysis and database administration. .

Data sharing with participating institutions/provinces (surveys)

When surveys are conducted, participating institutions and provinces are offered a custom data file containing only the responses of their own graduates or students. Recipients of customized data files are required to sign a data sharing agreement to gain access to their data files. The data sharing agreement outlines the restrictions on the use of the data (Appendix 3). These data files are stripped of personally identifying information; provincial data files exclude institutional level identifiers (i.e., individual institutions cannot be directly identified, with the exception of the University of Prince Edward Island).

Policy governing access to Commission databases

With the single exception noted above, any researcher(s) external to Commission staff requesting access to Commission databases (e.g., graduate survey databases, PSIS) must submit to the Commission a research proposal. The proposal must outline the purpose of the study, the reason that Commission data needs to be used and the proposed deliverables arising from the work. A template proposal outline is available on request.

Proposals submitted are reviewed by staff and then brought to the Commission for review. Each proposal is considered on a case-by-case basis, considering each on its own merits and particular circumstances.

Some basic principles apply to the Commission's consideration of any proposal:

- a) There exists great potential within the Commission's databases to advance knowledge of the Maritime post-secondary sector. Any research proposed must demonstrate how it adds value to this body of knowledge while at the same time respecting the strong partnerships between the MPHEC and the institutions within its scope.
- b) Maintaining privacy/confidentiality of the data is a top concern and an obligation under the MPHEC Act.
- c) It must be ensured that any new data or research products created are freely shared with the Commission and that credit is given to the Commission as data provider and partner.

Access to data is covered under a data sharing agreement or MOU which includes the following elements:

- a) Any data files (for example, derived variables) developed under such an agreement would be shared without restriction with the MPHEC.
- b) A clear process for the dissemination of data and research products developed under the agreement, would be defined to ensure the MPHEC receives due credit, and can participate in releases where appropriate.
- c) All data and research products would be vetted by the Commission except in certain cases such as research theses (and to be determined on a case-by-case basis).
- d) Research conducted/produced must adhere to standard ethics guidelines.

Questions may be addressed to:

Director, Research and Data Analysis / Directrice, Recherche et analyse des données
Maritime Provinces Higher Education Commission/ Commission de l'enseignement supérieur des Provinces maritimes
82 Westmorland St. Suite 401
P.O. Box 6000
Fredericton NB E3B 5H1
Phone: (506) 444-5466 Fax: (506) 453-2106 Email: mphec@mphec.ca

Release of Non-Personally Identifying Statistics

Non-personally identifying statistics do not reveal specific information about a particular individual; they usually describe a group of persons (i.e., aggregate enrolment data) without identifying any one individual. In reporting statistics, the goal is to prevent the inadvertent disclosure of personal information even when there is more than a single record in a category.

- a) In preparing statistics for release to the public, the files must undergo a disclosure analysis. Any modifications that are necessary as a result of the analysis must be made.
- b) One must also consider any variables proposed for inclusion on the file that are unusual (such as very high salaries) and data sources that may be available in the public or private sector for matching purposes.

F. ACCESS TO INFORMATION

PSIS

The MPHEC submits PSIS data to Statistics Canada. The Federal Privacy Act provides individuals with a right of access to their personal information held by the federal government. Students may request to see their personal information in the Postsecondary Student Information System using the contact information below.

Via telephone:

Monday to Friday
8:30 A.M. to 4:30 P.M. EST/EDST
1-800-307-3382 or 1-613-951-7608

Via mail:

Institutional Surveys Section Centre for
Education Statistics
Statistics Canada
100 Tunney's Pasture Driveway
R.H. Coats Building, Floor 13 G
Ottawa (ON) K1A 0T6

Via e-mail: statcan.PSIS-SIEP.statcan@canada.ca

Any changes to be made to PSIS records will be forwarded to the MPHEC by the institution and/or Statistics Canada.

Institutions

Institutions have the right to access their records, to ensure that the information is accurate. The MPHEC will provide access, upon receipt of a written request stating the nature and purpose of the request, the reason for concern about the accuracy of the records, and the records to be accessed.

G. RECORD LINKAGE

Record linkage is the bringing together of information about individual respondents from two or more different sources in order to form combined individual micro records, for statistical and research purposes. Record linkage is a potentially important source of valuable statistical information and is done only when the results of the linkage would clearly justify the potential invasion of the privacy rights of individuals included in the linkage.

Once the record linkage has been completed, personal identification data is removed. The individual merged files produced from the linkages are not held in such a way that a record can be retrieved by name or other personal identifier. The public dissemination of information resulting from record linkages, like all other statistical information, is done only in such a way as to ensure that no individual can be identified. Information is released only in aggregate format in support of research studies.

A request to link with MPHEC data (PSIS, graduate survey, etc) requires the submission of a proposal which must include:

- The research purpose, and its anticipated benefits
- Why linking with the data is necessary to achieve the research purpose
- The specific data elements requested
- How the data will be linked
- Data security plans and risk assessment

Further, where any record linkage activity is proposed between existing records and information the MPHEC would collect directly from survey respondents, respondents must be notified of the proposed linkage activity at the time of collection. An example would be a linkage between PSIS and the MPHEC Graduate Survey. Respondents are asked as part of Graduate Survey if they consent to linking their response with their student record in PSIS. They are told the purpose of the linkage and the value of the resulting information.

Any record linkage project requires Commission approval, and an approved project involving external researchers requires the signing of a research or data sharing agreement before any data can be exchanged or processed.

Work on the MPHEC's PSIS data files (containing personal information) must be conducted in the MPHEC's offices or via an authorized teleworking arrangement (see Section 5), and any person assigned would be subject to the MPHEC's Standard for Maintaining Confidentiality.

Only the minimum data elements required to achieve the research purpose would be provided.

H. GRADUATE SURVEY INFORMATION FOR SURVEY PARTICIPANTS

MPHEC exempt from Do Not Call List

The MPHEC is among those organizations that are exempt from the National Do Not Call List (DNCL). The National DNCL was launched by the Canadian Radio-television and Telecommunications Commission (CRTC) to limit telemarketing calls. As a result, individuals who register their telephone numbers with the National DNCL will continue to receive calls from MPHEC if they are part of a survey.

4. CONFIDENTIAL DOCUMENTS AND INFORMATION

INTRODUCTION

In carrying out its functions and in daily operations, the Commission handles confidential documentation. Such documentation may include (but are not limited to) business plans, financial information, correspondence, commission memos and minutes, as well as personnel files and CVs.

COMMISSION AGENDA MATERIALS

All materials such as memos to the Commission and non-public materials contained in Commission (and committee) meeting packages are confidential; materials that must remain confidential due to proprietary or legal issues are identified as such; third party business or proprietary information submitted to the Commission is normally confidential. Commission (and committee) reports are confidential until publicly released. Minutes are confidential until approved and signed by the Chair, at which point they are public. To allow members to express their opinion freely, discussions during Commission (and committee) meetings remain confidential. Unless requested, the minutes only reflect key points and do not assign specific comments to individual members, unless salient to the matter under consideration. Members must restrict the use of confidential information to their work in relation to the Commission. Members will not, either during or after their term, without the consent of the MPHEC, disclose or make known confidential matters that come (or came) to his or her knowledge by reason of such appointment.

At the end of each meeting, the Chair will review the agenda and clarify the confidentiality status of each item discussed.

5. GENERAL SECURITY MEASURES

General measures in place ensuring that personally identifying data and confidential documentation/information is kept secure and confidential include the following:

PERSONNEL

All MPHEC staff, without exception, have pledged not to release, for any purpose, to any person not sworn to the preservation of confidentiality, any personal identification data (Appendix 4).

Commission members sign an Oath of Office (Appendix 5) which includes a clause on confidentiality and agreement to comply with this Standard.

All contractors whose activities might involve contact with personal identification data shall provide MPHEC project officers with a list of staff, who might have contact with such data, together with the signed oath for maintaining confidentiality (Appendix 6) for each individual. These agreements are kept current as new staff are assigned to MPHEC projects with personal identification data.

MPHEC OFFICES

The MPHEC offices are locked at all times; entry is gained only by an MPHEC-issued passcode. Computer servers are kept in a locked room which can be accessed only by assigned staff.

COMPUTERS

All computers are password protected. Passwords are required to be strong, and changed every 90 days. All computers in the office are members of the MPHEC Windows domain, meaning that domain policies are enforced (such as password policies). A firewall is enabled and antivirus software is installed.

Staff working remotely connect to MPHEC networks using VPN. This is a secure way to work over the internet, and is how most teleworking is done. A VPN account is set up for each authorized teleworking arrangement.

Personally-identifying data/information must not be copied to a laptop, other offsite computer or removable storage device unless it is encrypted (e.g. for offsite backup purposes).

E-SERVICES

E-Services provides MPHEC stakeholders and contractors a secure means to exchange data and related information containing personally-identifying information. The e-Services website uses HTTPS with 128-bit encryption, which is a standard way to deliver sensitive information over the internet (for example, it is the method used by web banking and e-commerce services). The information is encrypted until it is safely inside the MPHEC firewall.

CONFIDENTIAL DOCUMENTATION/INFORMATION Distribution

Hard copies of documents are sent via courier; once the document is no longer needed, recipients are required to return copies to the Commission office, or destroy the document(s) (i.e., shredding).

Electronic copies must be saved as 'read-only' and password-protected for distribution by email. Once the document is no longer needed, recipients are required to permanently delete the document(s).

STORAGE

Hard copies of confidential documents must be stored securely (e.g., in a locked cabinet). Electronic copies must be password protected.

6. BREACH OF SECURITY PROTOCOL

The purpose of this protocol is to outline the steps that must be followed once a Party learns of a possible breach of personal privacy or confidentiality.

Violations of personal privacy or confidentiality involve the inappropriate access, use, modification, disposal or disclosure of personal information or confidential documentation. Such circumstances may result from hacking, loss, theft, intentional or accidental disclosure or disposal of personal information or confidential documentation.

PROTOCOL

Once a Party learns that a possible breach has occurred, immediate action should be taken. The following protocol will assist a Party in controlling the situation and ensuring that, if a breach of privacy or confidentiality occurs, steps will be taken to prevent a similar breach from happening again.

STEP 1: IDENTIFY: Identify the scope of the alleged breach and take initial steps to contain the damage (this may involve determining whether the breach would allow unauthorized access to an electronic information system).

STEP 2: REPORT: Ensure that appropriate staff is immediately notified of the breach, including the appropriate Director/Manager as well as the CEO.

Personal information:

The report should indicate whose personal information was disclosed, to whom it was disclosed, when it was disclosed, how it was disclosed/accessed, and what steps have been taken in response to the disclosure.

Confidential documentation:

The report should indicate what documentation was disclosed, to whom it was disclosed, when it was disclosed, how it was disclosed/accessed, and what steps have been taken in response to the disclosure.

STEP 3: RETRIEVE: Any data or documents that have been disclosed to, or taken by, an unauthorized recipient should immediately be retrieved or destroyed (especially in cases where information has been sent by fax or electronic mail). This may require personal attention, by a Party's personnel, to secure the data or documents and return them to their original location or send them to the intended authorized recipient.

STEP 4: INFORM:

Personal information:

In cases where the breach may result in consequences that would directly affect the person whose information has been disclosed, that person should be informed of the details of the breach. They should also be informed of the Party's efforts to retrieve this information and prevent a similar breach from reoccurring.

Confidential Documentation:

In cases where the breach may result in consequences that would directly affect the institution or person whose information has been disclosed, that institution/person should be informed of the details of the breach. They should also be informed of the Party's efforts to retrieve this information and prevent a similar breach from reoccurring.

STEP 5: INVESTIGATE: The CEO or designate will investigate the details of any breach, for the purpose of determining and recording all the relevant facts concerning the breach and making recommendations. The objectives of this investigation should include: a review of the circumstances surrounding the event as well as the adequacy of existing policies and procedures in protecting personal information. Further steps may be identified as a result of the investigation.

SAMPLE ACADEMIC CALENDAR ENTRY

NOTIFICATION OF DISCLOSURE OF PERSONAL INFORMATION TO STATISTICS CANADA

Statistics Canada is the national statistical agency. As such, Statistics Canada carries out hundreds of surveys each year on a wide range of matters, including education.

It is essential to be able to follow students across time and institutions to understand, for example, the factors affecting enrolment demand at postsecondary institutions. The increased emphasis on accountability for public investment means that it is also important to understand 'outcomes'. In order to conduct such studies, Statistics Canada asks all colleges and universities to provide data on students and graduates. Institutions collect and provide to Statistics Canada, student identification information (student's name, student ID number, Social Insurance Number), student contact information (address and telephone number), student demographic characteristics, enrolment information, previous education, and labour force activity.

The federal *Statistics Act* provides the legal authority for Statistics Canada to obtain access to personal information held by educational institutions. The information may be used for statistical purposes *only*, and the confidentiality provisions of the *Statistics Act* prevent the information from being released in any way that would identify a student.

Students who do not wish to have their information used can ask Statistics Canada to remove their identifying information from the national database. On request by a student, Statistics Canada will delete an individual's contact information (name, address, or other personal identifiers) from the PSIS database. To make such a request, please contact Statistics Canada:

Via telephone:

Monday to Friday
8:30 A.M. to 4:30 P.M. EST/EDST
1-800-307-3382 or 1-613-951-7608

Via mail:

Institutional Surveys Section Centre for Education
Statistics
Statistics Canada
100 Tunney's Pasture Driveway
R.H. Coats Building, Floor 13 G
Ottawa (ON) K1A 0T6

Via e-mail: statcan.PSIS-SIEP.statcan@canada.ca

NOTIFICATION OF DISCLOSURE OF PERSONAL INFORMATION TO THE MARITIME PROVINCES HIGHER EDUCATION COMMISSION

The MPHEC collects the data described above on behalf of Statistics Canada. In addition, it archives these data and uses them to generate basic statistics, research products, as well as the sampling frame for its graduate survey. These activities support its mandate, which is to assist institutions and governments in enhancing the post-secondary learning. The legal authority for these activities is provided by the Maritime Provinces Higher Education Commission Act. The Act also requires that all data received by the Commission is kept confidential, and ensures the protection of personal information. More information about the MPHEC may be found at www.mphec.ca.

Regarding those students who do not wish to have their information used, Statistics Canada will notify the MPHEC of any student choosing to have their personal information removed from the national database, and their information will subsequently be removed from the MPHEC's database.

Contract Sample Wording**A) Data Security and Confidentiality**

The project involves working with a data file containing the responses of individual graduates (although personally identifying information is stripped from the file), and requires meeting the following data security requirements:

1. For the purposes of this Section, “confidential information” means all documents, data, information and other material of one party which is provided, obtained or accessed by another party as a result of the performance of its obligations under this Contract, but does not include documents, data, information or material which is:
 - (i) in the public domain; or,
 - (ii) acknowledged in writing by the party who provided it, to not constitute confidential information.
2. The parties will keep confidential and secure all confidential information of each other party which is provided, obtained or accessed by one party as a result of the performance of its obligations under this Contract and shall not disclose such confidential information except as permitted under this Section.
3. Compliance with MPHEC’s Standard for Maintaining Confidentiality: All parties who have access to the graduate survey responses are required to sign an Oath of Confidentiality (Attachment 1) in compliance with the MPHEC’s Standard for Maintaining Confidentiality (Attachment 2).
4. All transfer of data files shall be done via the MPHEC e-Services secure website.
5. The materials provided by the MPHEC shall be used only for the requirements of this project.
6. All databases, information, and documentation relating thereto, provided or made accessible by the MPHEC and post-secondary institutions for the purposes of this project or developed for the MPHEC pursuant to or in connection with this or any resulting contractual agreement, shall be and remain the exclusive property of the MPHEC.
7. INSERT CONTRACTOR NAME shall not, with respect to any programs, documents, data, information and other material that are the property of the MPHEC:
 - (i) copy or duplicate them except to the extent that it is necessary for the performance of the services or for back-up purposes;
 - (ii) use or deal with them except as required for the performance of the services;
 - (iii) make them accessible to anyone without the prior written consent of the MPHEC.
 - (iv) create new data files linking MPHEC records to any other data files, except as required for the project and specifically authorized by the MPHEC.
8. Upon the expiration or termination of the contractual agreement or upon written request from the MPHEC, INSERT CONTRACTOR NAME shall deliver to the MPHEC within seven (7) business days all programs, documents, data, information and other material that are the property of the MPHEC, as well as those generated according to the terms of the project, and are in the possession or control of INSERT CONTRACTOR NAME, except to the extent that the MPHEC agrees in writing to the destruction of any of the MPHEC materials, in which case the staff member shall confirm in writing to the MPHEC that such materials have been destroyed. No copy or duplicate of any such programs, documents, data, information or material shall be retained by INSERT CONTRACTOR NAME, without the written consent of the MPHEC, and INSERT CONTRACTOR NAME shall confirm in writing to the MPHEC that no copy or duplicate has been retained and that such property has been purged from their systems.
9. INSERT CONTRACTOR NAME will immediately report to the MPHEC any known or suspected breach of the requirements of these terms and conditions.
10. This section shall survive the expiration or termination of this contract.

AGREEMENT CONCERNING THE SHARING OF INFORMATION FROM <<SURVEY NAME>>

Between: The Maritime Provinces Higher Education Commission, represented by the Chief Executive Officer, (hereinafter referred to as the "Commission")

And: «UNIVERSITY», represented by (title) _____

WHEREAS the Commission collects accurate data for the production of current statistics on the post-graduation experiences of Maritime university graduates, on behalf of the governments of New Brunswick, Nova Scotia and Prince Edward Island;

AND WHEREAS collaboration in the collection of information will avoid duplication of surveys, thereby reducing the burden on respondents and the costs of data collection and processing and will provide high quality and timely statistics;

AND WHEREAS the Commission has traditionally shared information collected in the survey with all participating provinces and institutions;

The Parties agree as follows:

1. The Commission shares all the information except for name, address and telephone number, obtained from respondents by providing to «UNIVERSITY» in electronic format all the information provided by each respondent.

Usage of Shared Information

2. «UNIVERSITY» may publish only statistical aggregates derived from the information.
3. «UNIVERSITY» shall ensure that the statistical aggregates which are released or published do not directly or indirectly identify a person, business or organization.
4. Statistics generated from this data may not be publicly released until DATE.
5. The creation of new data files linking MPHEC records to other data files is not permitted.

Confidentiality of Data

6. «UNIVERSITY» shall treat the information provided relating to an identifiable respondent as confidential and shall take such steps as are necessary to protect this information.

Sharing with a third party

7. «UNIVERSITY» shall not, by agreement or otherwise, share with or disclose to any other party the individual responses obtained from respondents and shared (pursuant to this agreement) except in accordance with the following:
 - i. «UNIVERSITY» may provide access to the individual survey responses shared (pursuant to this agreement) to a researcher, working under contract directly for «UNIVERSITY» to provide a survey-related product or service, provided such access is on the premises of where the required security measures are in place to protect the confidentiality of the information relating to the individually identifiable respondents.
 - ii. «UNIVERSITY» may provide access to the individual survey responses shared (pursuant to this agreement) to a recognized provincial or university research institute or other organization when all of the following conditions are met:
 - (1) A contractual arrangement exists directly between the research institute/ organization and «UNIVERSITY», by which a survey related product or service is provided to «UNIVERSITY»;
 - (2) The research institute/organization does not use the individual survey responses for its own purposes;
 - (3) The contractual arrangement sets out the use, users, protection and security of the information, as well as ensures that there is not subsequent third party sharing, or unauthorised disclosure; and,

- (4) If the confidential individual survey responses are to be stored and accessed on the research institute's/organization's premises, the same strict security measures are in place as those set out in this agreement to protect the confidentiality of the information relating to the individual respondents.

Term

8. This agreement comes into force when signed by both Parties and shall continue in force until terminated in accordance with the following.

Termination

9. This Agreement may be terminated by either Party upon notice of termination having been given in writing at any time to the other Party whereupon termination shall take effect on the date specified in advance.
10. This Agreement may be terminated by either Party on the date indicated in the written notice given to the other Party where there has been a breach of any of the terms or conditions of this Agreement.

Notices

11. Any notice to be given to Maritime Provinces Higher Education Commission pursuant to this Agreement shall be addressed to:

Chief Executive Officer
Maritime Provinces Higher Education Commission
P.O. Box 6000
Fredericton, NB E3B 5H1

and any notice to be given to «UNIVERSITY» shall be addressed to:
<<ADDRESS>>

Amendment

12. No amendment to this Agreement shall be valid unless it is reduced in writing and signed by the Parties hereto.

In witness whereof, this Agreement has been signed in duplicate on the dates indicated below.
For Maritime Provinces Higher Education Commission:

Witness

Chief Executive Officer

Date
For: «UNIVERSITY»

Witness

Title

Date

Title

**OATH OF OFFICE
(MPHEC Employees)**

I, _____, do solemnly declare that I will truly and faithfully fulfil the duties that devolve upon me by reason of my employment with the Maritime Provinces Higher Education Commission (MPHEC) and that I will not, either during or after my employment, without the consent of the MPHEC, disclose or make known any matter that comes to my knowledge by reason of such employment.

I have read and understand the MPHEC's Governance and Operating Framework document, including the Policy on Confidentiality (including the Standard on Maintaining Confidentiality) and Policy on Conflict of Interest.

I disclose the following conflicts (or potential for perceived conflicts) of interest:

Inherent conflict of interest (submissions pertaining to the following institutions/organisations)

- _____
- _____
- _____

Other

- _____
- _____
- _____

I acknowledge that as it pertains to submissions from the institutions/organisations I have listed above, I will not receive Commission or committee materials that would not otherwise be shared on request with individuals outside the MPHEC.

I will notify the Commission of changes as they occur.

I agree to comply fully, and to the best of my ability, with the provisions included herein now and after my relationship with the Commission has ended; failing which, I may be subject to discipline, including dismissal.

Witness

(Employee Signature)

(Position)

Date

Oath of Office
**(to be completed by all Commission and committee members upon appointment,
and annually thereafter)**

I, _____, do solemnly declare that I will truly and faithfully, and to the best of my skill and knowledge, execute the powers and trusts reposed in me as a member of _____.

I have read and understand the MPHEC's Governance and Operating Framework document, including Member's Code of Conduct, the Policy on Confidentiality (including the Standards for Maintaining Confidentiality) and the Policy on Conflict of Interest.

I disclose the following conflicts (or potential for perceived conflicts) of interest.

Inherent conflict of interest (submissions pertaining to the following institutions/organisations)

- _____
- _____
- _____

Other

- _____
- _____
- _____

I acknowledge that as it pertains to submissions from the institutions/organisations I have listed above, I will not receive Commission or committee materials that would not otherwise be shared with other institutions not represented on the Commission or the committee for which I am a member.

I will notify the Commission of changes as they occur.

I agree to comply fully, and to the best of my ability, with the provisions included herein and any subsequent amendments now and after my relationship with the Commission has ended.

Witness Signature

Member's Signature

Name

Name

Date

Date

**CONFIDENTIALITY AGREEMENT
(Non-MPHEC Employees)**

I, _____, agree that I will faithfully and honestly fulfil the duties that devolve upon me by reason of my agreement with the Maritime Provinces Higher Education Commission (MPHEC) and that I will not, either during or after my term of my agreement, without the consent of the MPHEC, disclose or make known any matter that comes to my knowledge by reason of such services performed under my agreement, and in particular with respect to the MPHEC data bases, I will not:

- a) use or reveal any individual identifying information furnished, acquired, retrieved or assembled by me or others, under the provisions of the *MPHEC Standard for Maintaining Confidentiality* for any purpose other than statistical purposes specified in the MPHEC survey, project or contract;
- b) make any disclosure or publication whereby a sample unit or survey respondent could be identified or the date furnished by or related to any particular person under these sections could be identified; or
- c) permit anyone other than the individuals authorized by the Chief Executive Officer of the MPHEC examine individual reports.

I acknowledge that I have read and understand the *MPHEC Standard for Maintaining Confidentiality* attached hereto, and acknowledge that it has been explained to me (should that be necessary) and that I have received a copy, and agree to comply with it in all respects, failing which my agreement with the MPHEC may be terminated without any notice and any payments owing to me withheld.

Witness

Signature

(Name of Firm or Business)

(Date)