

---

## ACORN CONFIDENTIALITY AGREEMENT

I, \_\_\_\_\_, in consideration of my employment or affiliation with the University of Alberta (the University), acknowledge that the University, as a public body, is subject to the provisions of the Alberta *Freedom of Information and Protection of Privacy (FOIP) Act*, *the Health Information Act*, *the Protection of Persons in Care Act*, the University's *Ethical Conduct and Safe Disclosure Policy* and other such regulations or policies that will be identified at the time of appointment or during the course of employment. These Acts establish and enforce policies and safeguards to ensure the protection, and authorized use and disclosure of Confidential Information and Personal Information in any format (see over for definitions).

In consideration of the foregoing, I agree to perform, abide by or otherwise uphold the following responsibilities and requirements:

1. To make myself aware of expectations connected with all University policies regarding protection of privacy, information security, management of records, and the acceptable use of information technology, and to comply with the relevant provisions of Alberta Legislation as communicated to me by my manager departmental chair, divisional director or provided through designated training.
2. To maintain confidentiality with all information concerning any prospective, current or former employee, student, contractor, consultant, proprietor, volunteer or patients. This information may only be disclosed in strict accordance with University policy and the applicable provincial or federal legislation.
3. To collect, access, use, destroy or disclose confidential information only within the scope of my employment. Any potential use of personal information that falls outside my normal responsibilities must be approved by my manager, departmental chair, divisional director, or designee.
4. To treat as confidential all sensitive or personal information. Access to and disclosure of such information is subject to the same University policy and legislative restrictions as the release of personal information.
5. To not remove confidential information from secure locations or create information on systems not approved by the University unless authorized to do so, and to return any University records and confidential information in my possession upon termination of my position or as requested by an Officer of the University.
6. To immediately advise my manager, or departmental chair, or divisional director, and/or, the Information and Privacy Office, as appropriate, of any security breach relating to confidential information.
7. To not create any false record in the University's official records. I understand that in the case of programming staff authorized to conduct system testing, the creation of a false record is considered a temporary test result and is permitted under the program conditions.
8. To make decisions concerning distribution and disclosure of information based on the desire to advance the interests of the University of Alberta overall. Data and analyses will not be disclosed for the promotional purposes of any one faculty or of any subset of Faculties, or if disclosure may result in reputational damage to any one or more Faculties.
9. To, without restriction, disclose my Faculty's data and/or analysis performed on my Faculty's data, at any level of disaggregation subject to the provisions in the statutes and policies referenced above. Data of other Faculties may not be disclosed.
10. To refer external requests for reports or data to the Strategic Analysis Office for appropriate follow-up.
11. Upon the termination of my employment, to continue to treat all information of the University as confidential and to immediately return all documents and/or materials belonging to the University, including methods of providing access to such information. This may include sensitive marketing, financial or other information.
12. Failing to comply with the above requirements may result in disciplinary action against me including loss of privileges, or termination of employment. I acknowledge that the terms of this Confidentiality Agreement will survive the expiry of my employment with the University, and that the University reserves the right to seek prosecution of an individual committing an infraction of the terms of this Agreement, regardless of the individual's present status of employment.

13. To adhere to confidentiality requirements specific to my position, department or Faculty.
14. I acknowledge that I have the right to consult with the appropriate union or staff association before entering into this Confidentiality Agreement. If I am an excluded staff member, I have the right to seek independent legal advice before entering into this Confidentiality Agreement.
15. I agree that I have read and fully understood the foregoing provisions.

SIGNED AT Edmonton, Alberta or \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.      **CCID** \_\_\_\_\_

## DEFINITIONS

**Confidential or Sensitive Information** includes but is not limited to any propriety information of a non-public nature that may be of use to competitors of the University or be harmful or prejudicial to the University or its stakeholders if disclosed, as well as legal information and advice that are not public knowledge. Examples of confidential information would include but are not limited to:

- Privileged legal information that is not of public knowledge
- Financial information the disclosure of which would harm the business interests of the University
- Information concerning the operation of the University, the disclosure of which could harm the integrity of such processes
- Contractual arrangements with clients, vendors, suppliers, service providers which could harm the business interest of third parties.
- Any employment information related to an individual

**Personal Information** means personal information as defined by the Alberta Freedom of Information and Protection of Privacy Act, the Health Information Act, and any other applicable legislation, and would include but not be limited to:

- Any information that can lead to the identity of an individual for which the University has collected or used person information in offering its programs or services, including but not limited to students, staff, or volunteers
- Any employment information related to an individual