

## Schedule G

### TERMS AND CONDITIONS GOVERNING THE EXCHANGE, COLLECTION, USE AND PROTECTION OF PERSONAL INFORMATION

#### EXCHANGE OF PERSONAL INFORMATION

1. Canada will provide to the Recipient or a sub-agreement holder the following personal information under its control for the purpose of assisting the Recipient or sub-agreement holder, as the case may be, in determining if the individual qualifies as an EI client who is eligible for assistance under the Recipient's programs that are similar to Canada's Targeted Wage Subsidies Benefit, Self-employment Benefit, Skills Development Benefit or Job Creation Partnerships Benefit with EI funds provided to the Recipient under section 6 of the Articles of Agreement:
  - name
  - social insurance number
  - address
  - postal code
  - telephone number
  - date of birth
  - responsible Service Canada Centres— if available
  - gender
  - language (French or English)
  - EI client status
  
2. Canada will also provide the Recipient or a sub-agreement holder with the following information in respect of an individual who has been determined to be an EI client for the purpose of assisting the Recipient or a sub-agreement holder in determining the nature and level of financial assistance to be provided to the EI client under the Recipient's programs:
  - name
  - social insurance number
  - address
  - postal code
  - telephone number
  - date of birth
  - responsible Service Canada Centres— if available
  - gender
  - language (French or English)
  - EI client status
  - number of previous claims in the last five years (60 months)
  - disqualified – yes/no

- if yes - number of disqualification weeks
- if yes - disqualification effective date
- if yes - disqualification weeks remaining
- disentitlement – yes/no
- if yes - disentitlement start date
- if yes - disentitlement end week
- disentitlement/disqualification messages according to reason codes:
- disentitlement suspension possible for Part II – Contact Service Canada
- disentitlement cannot be suspended. Client not eligible for Part I
- disqualification suspended for Part II
- disqualification cannot be suspended. Client not eligible for Part I
- stop payment – yes/no
- if yes – date of stop payment
- type of EI benefit (claim type, e.g. regular, etc.)
- benefit period commencement (BPC)
- last week processed
- week of renewal
- EI benefit rate – Part I
- federal tax deducted
- provincial/territorial tax deducted
- number of eligible weeks
- number of weeks paid (number of weeks paid special benefits and number of weeks paid regular benefits identified if on same claim)
- expected end date of Part I
- identification if on measure –
- “Notice: Client is currently on an intervention - dates of intervention”
- “Notice: Interventions taken on own initiative - dates”
- “Notice: The client is participating on his/her own self-employment initiative – dates of initiative”
- identification if about to commence a measure – “Notice: Client to commence intervention on (date)”
- identification if recently participated on a measure - “Notice: The client was previously on an intervention, dates”
- “Provincial/Territorial parental benefit applied for – Client payments not initiated – Contact Service Canada Centre”
- “Active Claim – Provincial/Territorial parental benefits” – Provincial/Territorial Parental Benefits may be considered the same as EI maternity, paternity or parental benefits – Contact Service Canada Centre”
- Yes (D56/D57)
- Yes – Contact Service Canada (this is when there is a reach back Provincial/Territorial Parental Benefit)
- No
- N/A
- apprenticeship (yes/no)

- apprenticeship waiting period waived (yes/no)
- allocation of earnings weekly amount
- allocation of earnings
- start date of allocation of earnings
- end date of allocation of earnings
- last week of allocations of earnings

### **PERSONAL INFORMATION TO BE PROVIDED BY RECIPIENT AND SUB-AGREEMENT HOLDERS TO CANADA**

3. The Recipient will provide, or ensure that its sub-agreement holders provides, to Canada the following personal information under its control about each EI client receiving assistance from the Recipient or sub-agreement holder, as the case may be, under a program of the Recipient that is similar to Canada's Skills Development Benefit , Self-employment Benefit or Job Creation Partnerships Benefit for the purposes of assisting Canada in verifying client eligibility for, or entitlement to, insurance benefits under Part I of the *Employment Insurance Act*, and ensuring for purposes of section 25 of the *Employment Insurance Act* that EI clients who are active EI claimants continue to receive the insurance benefits to which they are entitled while participating in the program:

- name
- social insurance number
- project type
- training ID
- start week(s)/date(s) of intervention
- end week(s)/date(s) of intervention
- project responsibility centre code
- project number
- apprentice indicator
- intervention break start week/date
- intervention break end week/date
- agreement number
- institution code (if available)
- no claim report code
- rate (EI Part II)
- date of birth
- name of intervention in which individual is involved
- date of withdrawal from intervention
- date terminated from intervention
- reason for withdrawal from intervention
- reason for termination from employment/intervention

- 4.(1) As of the date this Agreement comes into effect, the Recipient shall:

- (a) collect or compile, and keep regularly updated, the following personal information about each member of its eligible clientele to whom the Recipient or a sub-agreement holder, as the case may be, has provided assistance under this Agreement; and
- (b) provide the information to Canada in accordance with section 9 of this Schedule for use by Canada in assessing and evaluating the Recipient's activities and in assessing and evaluating the ASETS:

- Social insurance number
- First name
- Initial
- Last Name
- Date of birth
- Gender
- Street address
- City
- Province
- Postal code
- Telephone number of contact person, including area code
- Number of dependents of the client
- Education level attained
- Province of education
- Language(s) spoken
- Marital status
- Disability
- Social assistance recipient flag
- Responsibility centre code
- Contract number for EI or CRF
- Type of EI claimant
- Intervention type
- Intervention start date
- Intervention end date
- Outcome/result of the intervention
- Action plan start date
- Action plan result/outcome
- Action plan result date
- Costs of intervention
- Aboriginal group

(2) Beginning April 1, 2011, the Recipient shall:

- (a) collect or compile, and keep regularly updated, the following additional personal information about each member of its eligible clientele to whom the

Recipient or a sub-agreement holder, as the case may be, has provided assistance under this Agreement; and

- (b) provide the information to Canada in accordance with section 9 of this Schedule for use by Canada in assessing and evaluating the Recipient's activities and in assessing and evaluating the ASETS:
- Related occupation of training and subsidized work experience (National Occupational Classification)
  - Whether dependent care is required
  - Whether dependent care was funded, including the cost
  - The cost of training and supports for action plan
  - Duration of the intervention (days)
  - Barriers to employment.
- 5(1) Where the Recipient or a sub-agreement holder conducts a service needs assessment for an Aboriginal person who is not a member of the Recipient's eligible clientele, the Recipient shall maintain, or cause the sub-agreement holder to maintain, a client record that contains:
- (a) the name, address and phone number of the person;
- (b) the date the assessment was provided; and
- (c) a brief description of the outcome of the assessment (i.e. a brief description of the employment service, if any, provided by another organization to which the person was referred for additional assistance).
- (2) The Recipient shall, if requested by Canada, provide, or cause a sub-agreement holder to provide, the records referred to in subsection (1) to Canada. This information will be used by Canada for the purpose of contacting the individuals reported in the records to verify the information shown in the records.

## **MODE OF INFORMATION EXCHANGE**

6. Personal information referred to in sections 1 and 2 of this Schedule may be provided by Canada to the Recipient or a sub-agreement holder, by:
- (a) giving the Recipient, or the sub-agreement holder, access to data systems administered by Canada through a web-based application known as "LMDA Access"; or
- (b) upon request made by the Recipient or sub-agreement holder, on a per client basis, to the local Service Canada office serving the area in which the Recipient or sub-agreement holder is providing its programs.

7. Similarly, personal information referred to in section 3 of this Schedule may be provided by the Recipient or a sub-agreement holder to Canada by:
  - (a) giving the Recipient or sub-agreement holder access to data systems administered by Canada through a web-based application known as “LMDA Access”; or
  - (b) providing the information, on a per client basis, to the local Service Canada office serving the area in which the Recipient or sub-agreement holder is implementing its activities.
- 8.(1) Where the Recipient or a sub-agreement holder wishes to obtain the information referred to in sections 1 and 2 from Canada, or provide the information referred to in section 3 to Canada, using LMDA Access, the terms and conditions, including systems and security requirements, governing the Recipient’s and its sub-agreement holders’ access to Canada’s data systems will be set out in a separate Service Level Agreement that, once concluded, will be annexed to, and form part of this Schedule.
- (2) For greater certainty, the security requirements to be addressed in the Service Level Agreement referred to in subsection (1) will include a requirement that the Recipient ensure that individuals with access to personal information provided by Canada, including individuals employed by sub-agreement holders, obtain a Reliability Status, as required by the Federal Policy on Government Security. In this regard, the Recipient will be required to:
  - (a) conduct the reliability check on all potential users, and submit written verification to Canada for each individual screened;
  - (b) obtain the proposed user’s written consent before commencing the security screening and initiating a reliability check; and
  - (c) immediately notify Canada of any new information that could put into question the user’s reliability or loyalty.
9. Personal information referred to in section 4 of this Schedule shall be provided to Canada through quarterly uploads of data files, in a format specified by Canada, to Canada’s data system using a secure systems link maintained by Canada known as the “Data Gateway”.

## **REQUIREMENTS FOR THE COLLECTION OF PERSONAL INFORMATION**

10. Prior to collecting or compiling any personal information referred to in sections 1 to 4 about an individual seeking assistance under its programs, or receiving any assistance under its programs, the Recipient shall:

- (a) inform the individual of the purposes for which the information is being collected and compiled;
  - (b) obtain the written consent of the individual to the collection, use and disclosure of the information for the purposes identified in this Schedule; and
  - (c) inform the individual that information which is provided to Canada for the purposes mentioned in sections 3 and 4 of this Schedule is protected under Canada's *Privacy Act* and that the individual has a right under the *Privacy Act* to obtain access to that information from Canada.
11. Prior to collecting or compiling personal information referred to in section 5 from an individual who is not a member of the Recipient's eligible clientele for the purpose of conducting a "service needs assessment", the Recipient shall:
- (a) inform the individual of the purpose for which the information is being collected and compiled; and
  - (b) obtain the written consent of the individual to the collection, use and any subsequent disclosure of the information for that purpose.

#### **LIMITATIONS ON USE OF PERSONAL INFORMATION**

12. Canada and the Recipient shall not, in respect of any personal information they obtain from each other under this Schedule:
- (a) use the information for a purpose other than that for which it was provided; or
  - (b) disclose the information to any person or body for a purpose other than that for which it was provided;

except with the consent of the individual to whom that information relates, or the written consent of the party that provided the information, or as required by law.

#### **PROTECTION OF PERSONAL INFORMATION**

13. Canada and the Recipient will take all reasonable measures to ensure the security, confidentiality and integrity of information exchanged under this Schedule and to safeguard the information against accidental or unauthorized access, disclosure, use, modification and deletion.
14. The Recipient will ensure that no information they received under this Schedule is disclosed to a third party for a purpose authorized herein, unless there is a written agreement between the Recipient and the third party, imposing upon the third party obligations that are similar in scope to those that are imposed upon the Recipient under this agreement, with respect to the protection of this information.

15. Each party will promptly notify the other party of any unauthorized disclosure or use of the personal information and will furnish the other party with full details of the unauthorized disclosure or use of that information.

**SUB-AGREEMENT HOLDERS TO BE BOUND BY SAME REQUIREMENTS**

16. Where the Recipient enters into a sub-agreement with a sub-agreement holder, the Recipient shall ensure that the requirements of sections 10 to 15 of this Schedule apply to the sub-agreement holder with such modifications as the circumstances may require.