

**AGREEMENT WITH RESPECT TO THE SHARING AND
PROTECTION OF PERSONAL INFORMATION**

BETWEEN:

Concordia University, a corporation duly incorporated by the *Concordia University Act*, S.Q. 1948, c. 91 as amended by S.Q. 1959-60, c. 191 and S.Q. 2006, c. 69 having its head office at 1455 de Maisonneuve Blvd. West, suite GM 801, City of Montreal, Province of Quebec H3G 1M8, herein acting and represented by Me Bram Freedman, Vice President, External Relations/Secretary General and the person responsible for access at Concordia University, duly authorized as he so declares;

(the "University")

AND

DAWSON COLLEGE, a legal person incorporated under the Colleges Act (RSQ, ch. C-29), having its head office at 3040 Sherbrooke Street West, City of Westmount, Province of Quebec, H3Z 1A4, duly represented in these presents by J. Terrance Brennan, Director of Administrative Services and Corporate Affairs, and the person responsible for access at Dawson College as per the College's bylaws.

(the "College")

WHEREAS the University and the College have obtained funding from the Ministère de l'Éducation, du Loisir et du Sport (the "MELS") to develop, pilot, and deliver a joint program known as "The Simultaneous Semester" (the "Program") by which qualified students, with coordinated support from both institutions, may complete a diplôme d'études collégiales (a "DEC") at the College and follow university-level qualifying courses at the University in the same semester.

WHEREAS the Program will establish a permanent inter-institutional relationship. The Program will include integrated sets of services and course modules supporting students as they take courses at both institutions.

WHEREAS in order to accomplish the Program's goals, the University and the College must share and exchange personal information consisting only of **permanent codes** relating to certain respective prospective, current and/or past students.

WHEREAS such an exchange of permanent codes is required to identify potentially qualified students so that the respective institutions may contact such students in order to inform them of the opportunity to participate in the Program;

WHEREAS in accordance with the first paragraph of Article 68 of the **Act Respecting Access to Documents Held by Public Bodies and the Protection of Personal Information (L.R.Q., c. A-2.1)**, a public body may, without the consent of the person concerned, as part of a written agreement, release personal information to a public body or to an agency of another government if it is necessary for the exercise of the rights and powers of the receiving body or the implementation of a program under its management.

THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

PURPOSE OF THE AGREEMENT

1. The present Agreement is entered into for the purpose of determining the terms and conditions of the sharing and exchange of personal information between the parties:
 - a. By the University to the College regarding permanent codes of students who may qualify for admission to the Program.
 - b. By the College to the University regarding the permanent codes of current and past students who may qualify for admission to the Program.
2. For the purposes of this Agreement, the **permanent code** (also referred to herein as the "Information") is defined as the unique 12-character code assigned to a student by the Ministère de l'Éducation, du Loisir et du Sport.

INFORMATION RELEASED AND FREQUENCY OF RELEASE

3. The Information which may be released along with the method and frequency of release by the University in accordance with this Agreement is defined in Annex A.
4. The Information which may be released along with the method and frequency of release by the College in accordance with this Agreement is defined in Annex A.

GENERAL OBLIGATIONS OF THE PARTIES

5. The parties undertake to share and exchange the requested Information.

6. The University undertakes as follows:
 - a. To release to the College the Information in accordance with the frequency mentioned in Article 3 of this Agreement;
 - b. To establish any and all procedures and systems necessary in order to submit accurate information to the College;
 - c. To ensure that any information which it releases to the College in virtue of this Agreement shall be consistent with the information in its possession.

7. The College undertakes as follows:
 - a. To release to the University the Information in accordance with the frequency mentioned in Article 4 of this Agreement;
 - b. To establish any and all procedures and systems necessary in order to submit accurate data to the University;
 - c. To ensure that any information which it releases to the University in virtue of this Agreement shall be consistent with the information in its possession.

8. The parties mutually undertake as follows:
 - a. To establish any and all procedures and systems required in order to process the information released in accordance with Articles 3 and 4 of this Agreement;
 - b. To ensure the security of the information immediately upon receipt of same;
 - c. To abide by all their obligations and undertakings in accordance with this Agreement and, more specifically, the obligations with respect to confidentiality of the information, as mentioned in Article 9.

OBLIGATIONS CONCERNING CONFIDENTIALITY OF INFORMATION

9. The parties acknowledge the confidential nature of the information obtained in the scope of this Agreement and mutually undertake as follows:
 - a. To protect the information in accordance with the security, conservation and control measures described in Annex B;
 - b. To refrain from using or permitting that the information which the parties will release to each other be used for any purposes other than those described in this Agreement;
 - c. To refrain from disclosing such information to any parties other than duly authorized employees who must view and analyze the information in the exercise of their functions and/or duties;

- d. To immediately advise the persons responsible for security of personal information in their respective organization of any breach of confidentiality of confidential information and of any event which may risk impairing the confidential nature of nominative information which may be released, as soon as they are aware of any such breach;
- e. To collaborate with the College or with the University with respect to any verification or investigation concerning the confidential nature of the Information released and monitoring of its use;
- f. To develop and disseminate strict directions to their staff with respect to security and, more particularly, the manner in which this information may be processed and used and any security measure which may be implemented;
- g. To keep and destroy all information according to the measures described in Annex B.

ADMINISTRATION OF THIS AGREEMENT

- 10. At the College, the person acting as administrator for the present Agreement, Julie Mooney, Coordinator, Innovation, Office of Instructional Development will be responsible for the administration of this Agreement and may delegate responsibility to a member of the personnel, who will act as coordinator with respect to this Agreement.
- 11. At the University, David Gobby, Director, Student Transition Centre, School of Extended Learning will be responsible for the administration of this Agreement and may delegate responsibility to a member of the personnel, who will act as coordinator with respect to this Agreement.
- 12. The persons responsible for the administration of this Agreement may take any measures necessary to ensure that the obligations set out in this Agreement are carried out effectively and efficiently.

TERMINATION

- 13. The parties to this Agreement may terminate this Agreement unilaterally, without prior notice, by written notice, should one or the other consider that any one of the rules concerning the confidentiality of information or that its use has been the object of a breach or an attempt to breach.

14. When a party is made aware that a non-authorized disclosure of information has occurred in violation of this Agreement, the party who has suffered prejudice as a result of the disclosure may suspend the enforcement of this Agreement and demand, as an alternative to the cancellation of this Agreement, that the other party involved remedy its default to the extent and within the delay which will be indicated.

PUBLICITY

15. The parties to this Agreement will mutually take all measures necessary to ensure that all persons concerned with the release of information according to this Agreement be informed, more particularly, by the publication of an indication on a registration form, in an information booklet about Program.

GENERAL CONDITIONS

16. The College and/or the University, may, at any time, verify that the obligations undertaken with respect to this Agreement are respected.
17. For the purposes of this Agreement, the preamble and Annexes A and B shall form an integral part thereof.
18. The terms and conditions of this Agreement with respect to the confidentiality of the Information and the use of the Information released shall remain in full force despite the termination of this Agreement.
19. Any notice concerning this Agreement may be forwarded to the following addresses:

For the College:

DAWSON COLLEGE
Julie Mooney, Coordinator, Innovation, Office of Instructional
Development
3040 Sherbrooke Street West
Westmount, Quebec H3Z 1A4

Tel 514.931.8731 ext. 1376
Fax 514.931.6097

Email jmooney@dawsoncollege.qc.ca

For the University:

CONCORDIA UNIVERSITY
David Gobby, Director, Student Transition Centre, School of Extended
Learning
1455 de Maisonneuve Blvd. West, suite GM 801
Montreal, Quebec H3G 1M8

Tel: (514) 848-2424 ext. 4773

Fax: 514-848-2806

Email:David.Gobby@concordia.ca

LANGUAGE

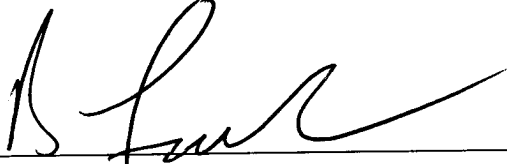
20. The parties have requested that this Agreement and all documents relating to this Agreement, be written in the English language. *Les parties aux présentes ont exigé que la présente entente, de même que toute documentation relative à cette entente, soient rédigées en anglais.*

TERM AND EFFECTIVE DATE

21. This Agreement shall become effective upon the issuance of a favourable notice by the Commission d'accès à l'information.
22. The term of this Agreement shall be for two (2) years from the effective date as described above.
23. Should either party not send formal notice at least thirty (30) days before the expiration of the term, the Agreement shall be automatically renewed for another year, under the same terms and conditions except with respect to the Term.

THE PARTIES HAVE SIGNED THREE (3) ORIGINAL COPIES BY THEIR DULY AUTHORIZED REPRESENTATIVES;

CONCORDIA UNIVERSITY

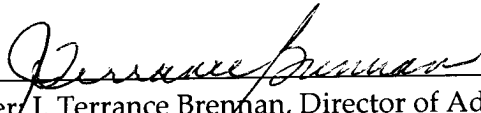


Per : Me Bram Freedman, Vice President, Institutional Relations/Secretary General and the person responsible for access at Concordia University

2011-09-12

Date

DAWSON COLLEGE



Per: J. Terrance Brennan, Director of Administrative Services and Corporate Affairs and the person responsible for access at Dawson College

2011-09-08

Date

ANNEX A

INFORMATION EXCHANGED/ METHOD AND FREQUENCY OF COMMUNICATION

Information provided and/or shared

The initial identification of potential participants in the Program will be accomplished by exchanging and comparing **only the permanent codes** of selected students and former students from both institutions, as follows:

1. The University will create an Excel list of permanent codes of the students currently registered as independent students at the University and those having taken courses as independent students since the Fall 2009 academic term.

2. The College will create an Excel list of permanent codes of current and former students who potentially qualify to participate in the Program. The criteria include but are not limited to the following:
 - The student has not obtained a DEC
 - The student was registered at Dawson within the last 3 years and appears to have abandoned his/her studies with three or fewer courses remaining to complete the DEC

Once both Excel lists have been prepared by the respective institutions, the lists will be saved onto separate portable electronic memory keys (the "keys") held by the institutions' respective persons responsible for the administration of the Program: Mr. David Gobby and Ms. Julie Mooney, or their delegates.

The aforementioned persons will meet in person and, with the relevant lists stored on the keys, will upload both lists into a common Excel spreadsheet which will perform a comparison of the two lists and will generate three new lists as follows:

- 1) A list of Concordia University students whose permanent codes do not appear on the Dawson list.
These codes relate to students who do not qualify for the program. This list will be destroyed immediately.

- 2) A list of students who potentially qualify for participation in the Program and are common to both institutions

The codes for the 2011-2012 academic year relate to students who may qualify for the program. The institutions' representatives will determine which institution will contact the students identified on the list to verify the possibility that the student qualifies and is interested, as applicable, in participating in the program;

- 3) A list of Dawson students not registered at Concordia

These codes for the 2011-2012 academic year relate to Dawson current and former students most likely to qualify for participation in the Program. Dawson will contact those persons to verify their interest in participating in the program.

All those who decide to participate in the Program will, after his/her interest is expressed, be asked to sign a detailed consent form compliant with all applicable laws and regulations, indicating his/her consent to all relevant exchanges of personal information between the two institutions.

Frequency of communication

The institutions shall perform the exchange described above on three (3) occasions:

- 1) Upon approval of the Agreement by the Commission
- 2) October 2011
- 3) March 2012

ANNEX B

**SECURITY, UPKEEP AND CONTROL MEASURES
WITH RESPECT TO INFORMATION PROVIDED**

(Article 9 of this Agreement)

- 1 Both parties to this Agreement have mutually established the following security measures regarding access to and sharing the information between them:
 - a) The security measures effective for each party involved herein shall ensure the upkeep, integrity and confidentiality of information provided by the present Agreement and, in particular, by limiting access to their employees concerned in the exercise of their duties;
 - b) The information provided shall be kept on a technological support only as long as necessary with access restricted to authorized personnel;
 - c) Access to information shall be protected by an access code and a password known only by authorized personnel;
 - d) The information provided and reproduced on paper, if required, shall be kept under lock and key, with access restricted to authorized personnel;

2. The University undertakes to destroy all information received from the College, whether it is kept on technological support or on paper, as soon as all analysis for purposes of management and evaluation of the Program has been effected, or by no later than five (5) years after receipt of same from the College.

3. The College undertakes to destroy all information received from the University, whether it is kept on technological support or on paper, as soon as all analysis for purposes of management and evaluation of the Program has been effected, or by no later than five (5) years after receipt of same from the University.

4. The parties undertake not to reproduce the personal information released by either institution in its analysis reports or any other document which it shall produce for purposes of management and evaluation of the Program.