

INFORMATION SHARING AGREEMENT

BETWEEN:

The Canada Employment Insurance Commission (the "Commission")

AND:

Her Majesty the Queen in Right of British Columbia as Represented by the Minister of Health, Vital Statistics Agency ("BCVSA")

(each, a "Party" and collectively, the "Parties")

WHEREAS BCVSA collects information about vital events occurring in British Columbia ("BC") under the authority of the *Vital Statistics Act*, R.S.B.C. 1996, c. 479 (the "*Vital Statistics Act*");

WHEREAS under subparagraph 41.1(2)(a) of the *Vital Statistics Act*, the Chief Executive Officer of BCVSA may enter into an information-sharing agreement with an agency or ministry of the Government of Canada, and therefore may enter into this Agreement with the Commission;

WHEREAS pursuant to subsection 41.1(3) of the *Vital Statistics Act*, information-sharing agreements must identify the persons who will have access to information and the circumstances, limits and conditions respecting disclosure and use of the information exchanged under such an agreement;

WHEREAS BCVSA may collect, use and disclose all Information to be exchanged under this Agreement pursuant to the *Vital Statistics Act*, the *Vital Statistics Act Regulation*, B.C. Reg. 69/82 (the "VSA Regulation") and Part 3 (specifically, sections 26(c), 27(1)(b), 32(a), 33.1(1)(b), 33.1(1)(d), 33.2(a) and 34) of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c.165 ("*FIPPA*");

WHEREAS the Commission is responsible, under sections 138 and 139 of the *Employment Insurance Act*, R.S. 1996, c.23 (the "*Employment and Insurance Act*"), for issuing Social Insurance Numbers ("SIN") and SIN cards, and for the administration of the Social Insurance Register ("SIR"), and in the course of carrying out these responsibilities, is authorized to collect certain Personal Information about individuals;

WHEREAS Personal Information under the control of a federal institution may be used and disclosed by a government institution without the consent of the individual if such use and disclosure are in accordance with sections 7 and 8 of the *Privacy Act*, R.S. 1995, c. P-21 (the "*Privacy Act*");

WHEREAS the Commission may collect, use and disclose all Personal Information to be exchanged under this Agreement in accordance with sections 138 and 139 of the *Employment Insurance Act*, and with subsection 8(2) of the *Privacy Act*; and subject to

the terms and conditions of this Agreement, may make available to BCVSA certain information maintained in the SIR.

THEREFORE, THE COMMISSION AND BCVSA AGREE AS FOLLOWS:

1. STATEMENT OF GUIDING PRINCIPLES

1.1. The Parties:

- (a) recognize the need to work together to provide seamless service to British Columbians and Canadians by establishing new collaborative approaches to delivering vital statistics, and identity and authentication registration-related services to the public;
- (b) will ensure that each remains accountable to their respective constituents for their own programs;
- (c) will enhance system integrity and public confidence by ensuring privacy and security protection for integrated service delivery for BC and Canada;
- (d) will, through the Initiatives identified in this Agreement, improve the accuracy of Information registered in BC and the accuracy of Information in the SIR for Canada;
- (e) are committed to working together in the development of innovative and integrated service delivery processes and exploring future harmonization of related administrative programs and applications.

2. DEFINITIONS

- 2.1 Appendix A contains definitions of the terms used in this Agreement, including in the Appendices to this Agreement.

3. PURPOSE

3.1 The purposes of this Agreement are:

- to provide an administrative framework for the sharing of Personal Information between the Commission and BCVSA, including collection, use, disclosure, retention and destruction of the Personal Information to be exchanged under this Agreement; and

- to establish an integrated process for birth registration and SIN application.

3.2 The Initiatives under this Agreement will advance the overall guiding principles stated in section 1 by:

- (a) enhancing the security and protection of the identity of individuals and reducing the risk of misuse of BCVSA-issued documents;
- (b) reducing inconvenience to citizens by merging registration processes dependant on common Personal Information;
- (c) increasing the integrity of the SIR;
- (d) ensuring consistency and accuracy in the identification of individuals;
- (e) improving data integrity and processing and implementing improved risk management approaches.

3.3 The Commission may only use the Personal Information provided by BCVSA under this Agreement for the purposes of:

- (a) processing a SIN application requested by a parent on behalf of their child at the time of the birth registration, issuing a SIN to that child and creating a SIR Record as a result of the SIN application;
- (b) identifying and flagging the SIN file of individuals whose death has been registered in BC, and updating the SIR Record with respect to place and date of death and Death Registration Number;
- (c) validating Personal Information from a document or Information originating from BCVSA, about an individual for whom a vital event is registered in BC, and who is applying for a SIN, is in possession of a SIN, or is seeking access to a government service where a Foundation Identity Document is required;
- (d) updating, validating, supplementing or creating a SIR Record,

3.4 BCVSA may only use the Personal Information disclosed by the Commission, under this Agreement for the purposes of:

- (a) verifying, by way of comparison with Information in BCVSA records,

the Personal Information collected by the Commission from a document or Information originating from BCVSA, about an individual for whom a vital event is registered in BC, and who is applying for a SIN, is in possession of a SIN, is seeking access to a government service where a Foundation Identity Document is required, or is seeking to update his or her SIR Record; and

- (b) where appropriate identifying any errors or discrepancies in Information in BCVSA records, with the understanding that any such error or discrepancy shall be corrected from a source other than the Information disclosed by the Commission.

3.5 The Parties recognize that in undertaking the Initiatives outlined in section 5:

- (a) registration of Personal Information respecting vital events, including birth, death and change of name registration, establishes the foundation for an individual's identity and their status in Canada;
- (b) the SIN is a common, unique identifier used by Canadian citizens and temporary and permanent residents of Canada and is required for access to a number of government programs; and,
- (c) the SIR is a key source of identity information used by SIN-based federal government programs.

4. MANAGEMENT AND GOVERNANCE

4.1 The Parties have established the following governance structure for the development, implementation, management and oversight of all Initiatives under this Agreement.

- (a) The Steering Committee

The Steering Committee, which is to include the Chief Executive Officer of BCVSA and an Assistant Deputy Minister of the Department of Human Resources and Skills Development ("HRSD") for the Commission, or their delegates, will meet, either face-to-face or via teleconference, twice a year or when issues require resolution. The Steering Committee is responsible for:

- i. managing the implementation of this Agreement and providing overall management and strategic direction for each of the Initiatives covered by this Agreement;

- ii. reviewing and approving proposed amendments to this Agreement;
- iii. ensuring that proper records are maintained by each Party containing details of Initiatives implemented under this Agreement, and all costs borne by each Party;
- iv. ensuring that privacy and security requirements are met and maintained by each Party and overseeing any investigations into privacy or security breaches; and
- v. ensuring appropriate notification under section 14 of this Agreement.

(b) The Project Management Committee

The Project Management Committee, which is to include the Director, Identity Management Service, HRSD for the Commission and the Chief Executive Officer of BCVSA, or their delegates will conduct bi-weekly teleconferences throughout the development and implementation phases of the Initiatives. The Project Management Committee is responsible for day-to-day management of this Agreement, including:

- i. overall management of the Initiatives and providing guidance on the development and implementation of each Initiative;
- ii. developing, reviewing and recommending approval of proposed amendments to this Agreement;
- iii. recommending additional Initiatives involving the sharing or exchange of Information;
- iv. recommending the release of funds as appropriate for each Initiative;
- v. overseeing the identification of individuals within each Party who may access the Personal Information exchanged under this Agreement;
- vi. ensuring appropriate notification under sections 10, 11, and 12 of this Agreement; and
- vii. ensuring that the business rules and processes developed with respect to Information exchange meet the

needs of each Party and are consistent with work currently underway with respect to a national approach to the secure transfer of Personal Information.

5. INITIATIVES BETWEEN BCVSA AND THE COMMISSION

- 5.1 Subject to the availability of federal and provincial funding, the Parties agree to develop the following Initiatives.

Details as to the specific Personal Information to be exchanged, the Authorized Persons who may access the Personal Information and the service standards associated with the Initiatives are described in the Appendices to this Agreement.

- (a) Integrated Birth Registration and SIN Application

The Parties will develop an integrated process, as detailed in Appendix C, to allow a parent to register the birth event of their child with BCVSA and to apply to the Commission for a SIN on behalf of their child, where parental consent to the disclosure of the Personal Information from BCVSA to the Commission, as required under section 33.1(1)(b) of *FIPPA*, has been provided.

- (b) Notification of Death Events (Historical Data)

BCVSA will provide the Commission with a dataset of computerized Personal Information relating to death registrations that have occurred to date in BC prior to the execution of this Agreement, as detailed in Appendix D.

- (c) Notification of Death Events (Regular Updates)

BCVSA will provide the Commission with regular updates of Personal Information relating to deaths registered in BC subsequent to the execution of this Agreement, as detailed in Appendix E.

- (d) Birth Registration Validation

Subsequent to the execution of this Agreement, and at the request of the Commission, BCVSA will validate Personal Information from a document or Information originating from BCVSA, about an individual for whom a vital event is registered in BC, and who is applying for a SIN, is in possession of a SIN, is seeking access to a government service where a Foundation Identity Document is

required, or is seeking to update his or her SIR Record, as detailed in Appendix F.

(e) **Method of Personal Information Exchange**

The Commission and BCVSA will collaborate to establish the mechanisms and processes for the exchange of Personal Information. The method of Personal Information exchange will be guided by agreed-upon protocols, methodology, business processes, and the privacy and security requirements of both Parties, which are set out in further detail in Appendix G.

To promote national consistency in the sharing of Personal Information, the Parties intend to build upon the technology, business processes and data standards developed by federal and provincial partners under the National Routing System Pilot Project.

If it is subsequently determined by the Parties that a method other than that used by the National Routing System Pilot Project will be used for Personal Information exchanged under this Agreement, the Commission will pay any and all development costs associated with the new method of Personal Information exchange.

- 5.2 Each Party will maintain its own internal records containing details of the Initiatives implemented under this Agreement, and all costs borne by each Party.
- 5.3 BCVSA's obligations to disclose Personal Information to the Commission are subject to the continued validity of section 41.1 of the *Vital Statistics Act*.

6. **INFORMATION MANAGEMENT**

- 6.1 The Personal Information exchanged under this Agreement will be collected, used, retained, disclosed, destroyed or disposed of, and otherwise administered in accordance with:

- (a) in the case of the Commission, the *Employment Insurance Act*, the *Privacy Act*, the *Library and Archives Act of Canada*, S.C. 2004, c-11, the Government of Canada Security Policy, applicable departmental policies and protocols and supporting operating directives and guidelines covering the administrative, technical and physical safeguarding of Personal Information; and

- (b) in the case of BCVSA, the *Vital Statistics Act*, the VSA Regulation, *FIPPA* and any other relevant provincial legislation and policies.

6.2 ACCESS, USE, DISCLOSURE, RETENTION AND DESTRUCTION OF PERSONAL INFORMATION BY THE COMMISSION

- 6.2.1 The Commission will ensure that only Authorized Persons, as specified in the Appendices specific to each Initiative, have access to and use of Personal Information disclosed by BCVSA under this Agreement as required for the performance of their duties.
- 6.2.2 The Commission will further ensure that Personal Information disclosed by BCVSA under this Agreement is used only for the purposes authorized under section 3.3 of this Agreement.
- 6.2.3 All Personal Information provided to the Commission by BCVSA will be retained by the Commission only until such time as the Personal Information has been successfully matched to a SIR Record, determined to be unmatchable, or used to create, update or supplement a SIR Record. Personal Information provided to the Commission by BCVSA, which is used to create, update or supplement a SIR Record will be incorporated into the SIR Record and its further use, disclosure and retention will be in accordance with the rules and provisions which apply to SIR Records generally. All Personal Information provided to the Commission by BCVSA which is not incorporated into a SIR Record will be destroyed.
- 6.2.4 The Commission may not disclose Personal Information obtained from BCVSA to anyone, including any other government or private organization, unless otherwise authorized by the individual to whom the Personal Information pertains or in accordance with subsection 139(5) of the *Employment Insurance Act*.
- 6.2.5 In the event of a request under the *Privacy Act* for Personal Information obtained by the Commission under this Agreement, the Commission agrees to consult and work cooperatively with BCVSA in responding to the request.

6.3 ACCESS, USE, DISCLOSURE, RETENTION AND DESTRUCTION OF PERSONAL INFORMATION BY BCVSA

- 6.3.1 BCVSA will ensure that only Authorized Persons, as specified in Appendix F, have access to and use of the Personal Information disclosed by the Commission under this Agreement as required for the performance of their duties.

- 6.3.2 BCVSA will further ensure that the Personal Information disclosed by the Commission under this Agreement is used only for the purposes authorized under section 3.4 of this Agreement.
- 6.3.3 All Personal Information provided to BCVSA by the Commission will be retained by BCVSA only until such time as the Personal Information has been verified or determined not to be verifiable by comparison with Personal Information registered with BCVSA, at which time, the Personal Information provided to BCVSA by the Commission will be destroyed.
- 6.3.4 BCVSA may not disclose Personal Information obtained from the Commission under this Agreement to anyone, including any other government or private organization, unless otherwise authorized by the individual to whom the Personal Information pertains or in accordance with the provisions of the *Vital Statistics Act*, the *VSA Regulation* or *FIPPA*.
- 6.3.5 In the event of a request under *FIPPA* for Personal Information obtained by BCVSA under this Agreement, BCVSA agrees to consult and work cooperatively with the Commission in responding to the request.

7. SECURITY

- 7.1 The Commission will, upon the request of BCVSA, provide BCVSA with information describing its security measures. The Commission will take such reasonable security measures to ensure the confidentiality of the Personal Information exchanged under this Agreement, as may be required by the BCVSA.
- 7.2 BCVSA will, upon the request of the Commission, provide the Commission with information describing its security measures. BCVSA will take such reasonable security measures to ensure the confidentiality of the Personal Information exchanged under this Agreement, as may be required by the Commission.
- 7.3 Each Party will maintain the security and confidentiality of the Personal Information to be exchanged under this Agreement in its possession and control by making reasonable security arrangements, in accordance with applicable federal and provincial statutes and policies against such risks as unauthorized access, collection, use, disclosure or disposal.
- 7.4 The Commission will ensure that the Personal Information exchanged under this Agreement is physically secured in a work area to which access is restricted to the Authorized Persons identified in the Appendix specific to each Initiative.

- 7.5 BCVSA will ensure that the Personal Information exchanged under this Agreement is physically secured in a work area to which access is restricted to Authorized Persons as identified in the Appendix specific to each Initiative.

8. METHOD OF PERSONAL INFORMATION EXCHANGE

- 8.1 Personal Information to be exchanged under this Agreement will be provided in the format and using the methods described in Appendix G. In this regard, the Commission and BCVSA agree to review various options to facilitate the reciprocal sharing of Information, including the sharing of common software, functionality and security requirements.

9. ACCURACY OF PERSONAL INFORMATION

- 9.1 The Parties will endeavour, at all times, to maintain accurate, complete and up-to-date Personal Information for exchange between the Parties. The Parties will not be held liable for any inaccuracies in any Personal Information provided or exchanged under this Agreement.

10. INVESTIGATION OF UNAUTHORIZED ACCESS

- 10.1 The Parties will investigate all cases where they have reasonable grounds to believe that any of the conditions set out in this Agreement has been or is likely to be breached. This includes any cases where it is alleged, suspected, or there is evidence, that there has been unauthorized access, use, disclosure or modification of the Personal Information exchanged under this Agreement, modification of a permitted use, misuse or breach of confidentiality, or any incident which might jeopardize or has jeopardized the security or integrity of the Parties' respective computer systems or networks used to access and transmit the Personal Information.
- 10.2 If any of the events detailed in paragraph 10.1 occur to either Party, that Party will immediately advise the other Party, and provide a detailed written report of the circumstances of any unauthorized access, use, disclosure, modification, misuse or breach of confidentiality, or computer or network security breach and any remedial actions taken.
- 10.3 Upon being notified under paragraph 10.2 of an instance of unauthorized access, use, disclosure, modification, misuse or breach of confidentiality, or computer or network security breach, the Party so notified may do any of the following:

- (a) review the steps proposed by the other Party to address or prevent a recurrence of the non-compliance;
- (b) direct that the other Party take specified steps to prevent a recurrence;
- (c) suspend the exchange of Personal Information under this Agreement until satisfied that the other Party has complied with the Agreement and any directions issued under subparagraph (b);
- (d) terminate this Agreement pursuant to section 14.2.

11. AUDIT

- 11.1 The Parties acknowledge that each Party is, and remains, subject to its own internal audit procedures to ensure compliance with the Party's program goals and statutory mandate, including compliance with this Agreement.
- 11.2 The Parties will each audit their own respective information management practices and procedures. The first audit will be undertaken two years from the date this Agreement becomes effective, and subsequent audits will be undertaken every fifth anniversary of this Agreement, thereafter.
- 11.3 The Parties will provide a copy of their respective audit reports to each other.
- 11.4 Where an audit identifies deficiencies in a Party's information management practices which affect compliance with the requirements of sections 6 or 7 of this Agreement, or which affect the integrity of the Personal Information exchanged under this Agreement, section 10 applies.

12. NOTICES

- 12.1 The Parties undertake to provide each other, as soon as practicable, notice of any change in legislation, regulations, policy, computer systems or funding relating to their respective programs that may impact either Party's ability to fulfill their obligations as described in this Agreement.
- 12.2 All notices required to be given in this Agreement will be in writing and can be given by courier, hand delivery, regular mail, facsimile, or other electronic means of communication, including e-mail, and will be addressed as follows:

FOR BCVSA:

if by courier, hand delivery, facsimile, electronic communication:

ATTENTION: ~~Andrew McBride~~
Chief Executive Officer
British Columbia Vital Statistics Agency
Ministry of Health
818 Fort St., Victoria, BC
V8W 1H8

*This will not
be changed
At this
point.*

if by regular mail:

ATTENTION: ~~Andrew McBride~~
Chief Executive Officer
British Columbia Vital Statistics Agency
Ministry of Health
P.O. Box 9657 STN PROV GOVT
Victoria, BC V8W 9P3

FOR THE COMMISSION:

ATTENTION: ~~Andrée Méthivier~~
Director, Identity Management Service
Integrity Branch
Department of Human Resources and
Skills Development
140 Promenade du Portage
Gatineau, PQ
K1A 0J9

Any such notice, if sent by regular mail, will be deemed to be duly given and received on the fourth (4th) business day following the date of the mailing, except that no Saturday, Sunday or statutory holiday will be considered a business day. If such notice is sent by facsimile or other means of electronic communication, including e-mail, it will be deemed to have been received on the transmission date, unless it comes to the attention of either Party that such notice was not received due to a technical problem, at which point the notice will be resent. If delivered by hand or courier, such notice will be deemed to have been received at the time of delivery.

13. COMMENCEMENT AND TERM

- 13.1 This Agreement is effective on the date on which it is signed by the last of the Parties (the "Commencement Date") and will end twenty (20) years

after the Commencement Date, unless extended by written agreement of the Parties or terminated in accordance with section 14.

- 13.2 The Initiatives described in subsections 5 (a), (b), (c) and (d) of this Agreement, and further detailed in Appendices C, D, E and F respectively, will each be effective on a date to be agreed upon by the Parties in writing, through an exchange of e-mails or letters. The Initiative described in subsection 5 (e) of this Agreement, and further detailed in Appendix G, is effective on the Commencement Date.

14. TERMINATION

- 14.1 Either Party may terminate this Agreement by providing written notice to the other Party thirty (30) days prior to the date on which the notifying Party intends the Agreement to terminate.
- 14.2 Unauthorized access to, use or disclosure of, or modification of use of any Personal Information provided under this Agreement is a fundamental breach of this Agreement and is grounds for immediate termination by the Party that did not commit the breach.
- 14.3 At the expiry or earlier termination of this Agreement, all Personal Information received by each Party, and not already destroyed, will be destroyed by that Party.
- 14.4 Any Personal Information supplied by a Party following notification of termination will be destroyed by the receiving Party.
- 14.5 The Parties are entitled to use any Personal Information supplied prior to notification of termination in accordance with the purpose for which the Information was provided under this Agreement.

15. AMENDMENT

- 15.1 Changes to this Agreement, including to any of its Appendices, will be subject to a written amendment executed by duly authorized representatives of the Parties in the form of a Letter of Agreement.

16. FINANCIAL AGREEMENT

- 16.1 The Parties agree in principle to fund and to share costs for the implementation of the Initiatives on a benefit-sharing approach.
- 16.2 The Parties will adhere to the following principles regarding funding of the Initiatives:

- a) trust and respect for jurisdictional accountabilities;
- b) a willingness to work towards a national vital events solution;
- c) a shared vision of a citizen-focused 'end-state' that aims to improve service for clients;
- d) the recognition that investment levels are based on benefits accruing to both Parties;
- e) ongoing alignment of costs with benefits accruing to both Parties.

16.3 The Parties agree to the cost sharing/funding and financial arrangements provided in further detail in Appendix B.

16.4 All financial arrangements are subject to review and confirmation by each Party on the three (3) year anniversary date of the signing of this Agreement and thereafter at such intervals as is agreed upon between the Parties.

17. OFFICIAL LANGUAGES

17.1 All material jointly created by BCVSA and the Commission pursuant to this Agreement for use by the public will be available in both official languages.

18. PROPRIETARY INFORMATION

18.1 Any Proprietary Information provided by one Party (the "Originating Party") to the other Party for any purpose related to this Agreement, will remain the property of the Originating Party to be used or disclosed as the Originating Party chooses and may only be used or disclosed by the other Party with the express written consent of the Originating Party.

18.2 BCVSA retains exclusive rights to the licences and rights for, and exclusive rights to use and modify, all software and any hardware that BCVSA exclusively develops or acquires for the purpose of the Initiatives.

18.3 The Commission retains exclusive rights to the licences and rights for, and exclusive rights to use and modify, all software and any hardware that the Commission exclusively develops or acquires for the purpose of the Initiatives.

18.4 Any Proprietary Information created, developed or acquired jointly by the Parties for the purposes of the Initiatives will remain the property of the Parties jointly, and any use or disclosure of such jointly owned Proprietary Information must be agreed between the Parties.

19. GENERAL

19.1 This Agreement, including all Appendices and any associated Letters of Agreement, constitutes the entire Agreement for the subject matter

outlined herein. The terms and conditions contained herein apply to all Appendices.

- 19.2 The Appendices to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement, and are as follows:

Appendix A – Definitions
Appendix B – Financial Arrangements
Appendix C – Integrated Birth Registration and SIN Application
Appendix D – Notification of Death Events (Historical Data)
Appendix E – Notification of Death Events (Regular Updates)
Appendix F – Birth Registration Validation
Appendix G – Method of Information Exchange

- 19.3 This Agreement and any of its Appendices may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, and all such counterparts may be delivered by facsimile transmission and such transmission will be considered an original.

IN WITNESS WHEREOF this Agreement has been signed on behalf of the Parties by their duly authorized representatives.

**CANADA EMPLOYMENT INSURANCE
COMMISSION**



Maryanett Flumian
Deputy Head
Service Canada
(Associate Deputy Minister, Human
Resources and Social Development
Canada)

JUN 26 2006

Date

**BRITISH COLUMBIA VITAL STATISTICS
AGENCY**



Andrew K. McBride
Chief Executive Officer
Vital Statistics Agency
Ministry of Health
Province of British Columbia

JUNE 2, 2006

Date

DEFINITIONS

In this Agreement, including its Appendices:

"Authorized Persons" means the individuals occupying the positions listed:

- (a) in Appendices C, D, E and F who are employed by the Commission or by HRSD and who will have access to the Personal Information exchanged in accordance with the terms and conditions of this Agreement.
- (b) in Appendix F who are employed by BCVSA and who will have access to the Personal Information exchanged in accordance with the terms and conditions of this Agreement;

"Death Registration Number" means the serial number assigned to the death event by BCVSA when registering a death.

"Department of Human Resources and Skills Development" or "HRSD" means the Department of Human Resources and Skills Development, also known as Human Resources and Social Development Canada, which is a department of the federal government of Canada. HRSD, with the assistance of the Commission (an entity under the umbrella of HRSD), manages the federal Employment Insurance Program. Under the *Department of Human Resources and Skills Development Act, S.C. 2005, c. 34*, the officers and employees necessary for the proper conduct of the business of the Commission are employees of HRSD.

"Foundation Identity Document" means a government-produced document which, when completed with information concerning a particular individual, is of a type intended or commonly accepted for the purpose of identification and upon which other identity documents can be obtained, and entitlements can be assessed. In Canada, Foundation Identity Documents are birth certificates and immigration documents.

"Information" means any information, including Personal Information on documents issued by BCVSA, from records respecting the registration of births and deaths that are held by BCVSA and from SIR Records held by the Commission that is exchanged pursuant to the terms of this Agreement.

"Initiative" or "Initiatives" means any joint undertaking described in section 5 of this Agreement;

"National Routing System Pilot Project" refers to a set of protocols and standards for information exchange developed as a government on-line pilot project and launched in 2004-2005. Once evaluated, elements of the pilot will be incorporated into the implementation of a national system for the exchange of information between federal and provincial partners.

"Personal Information" means information about an identifiable individual that is recorded in any form, as defined in *FIPPA* and the *Privacy Act*.

"Proprietary Information" includes but is not limited to all technical documentation, and any and all intellectual property that is owned or generated by or for either Party to this Agreement.

"Secure Channel" is the organization that provides the infrastructure for cross-departmental and cross-jurisdictional secure service delivery and is managed by the Department of Public Works and Government Services Canada. Its goals are to provide citizens and businesses with secure, private and high-speed access to federal government on-line services, and to provide an environment that enables and encourages departments to integrate with federated common services.

"Secure Message Routing Service" or "SMRS" is a Secure Channel common service that provides an environment for secure routing of messages between authorized sender/receiver systems and applications.

"SIN" means a Social Insurance Number issued by the Commission pursuant to the *Employment Insurance Act* and is further defined in that Act;

"SIR" means the Social Insurance Register which is a database maintained by the Commission and operated by the Department of HRSD that contains the names of individuals who have been assigned a SIN or who have applied for a SIN as well as such other information in addition to the names and the SINs of individuals as is necessary to identify accurately all individuals so registered.

"SIR Record" means an individualized record held by the Commission which contains information about a particular individual who is registered in the SIR.

FINANCIAL ARRANGEMENTS**1. FINANCIAL COMMITMENTS – DEVELOPMENTAL COSTS**

- 1.1 The Parties agree that funds already received by BCVSA for a validation pilot project with Human Resources Development Canada (s.16) and the National Routing System Pilot Project s.16 consist of federal investments that are directly related to this Agreement.

2. FINANCIAL COMMITMENTS – NOTIFICATION OF DEATH EVENTS (HISTORICAL DATA)

- 2.1 Upon receipt of a dataset of computerized records containing Personal Information available on all deaths registered in BC prior to the Commencement Date of this Agreement and the implementation of the on-going Notification of Death Events (Regular Updates) under paragraph 5.1(c) and Appendix F of this Agreement, the Commission will pay to BCVSA a lump sum payment of s.16 to offset BCVSA's administrative costs associated with this Initiative.

3. FINANCIAL COMMITMENTS – ON-GOING TRANSACTION COSTS

- 3.1 The Parties have agreed to on-going transactions costs of (s.16) per transaction to cover systems maintenance and the on-going operations of Initiatives undertaken as a result of this Agreement.
- 3.2 The Commission will pay to BCVSA a transaction cost of s.16 for each electronic extract from or verification of a record of registration required in relation to the following:
- application for SIN under the Integrated Birth Registration and SIN Application Initiative;
 - regular death notification of deaths registered in BC after the Commencement Date of this Agreement under the Notification of Death Events (Regular Updates) Initiative;
 - electronic validation of documents or Information originating from BCVSA under the Birth Registration Validation Initiative.

- 3.3 Travel costs incurred by BCVSA in order to attend a Steering Committee or Project Management Committee meeting will be covered by the Commission.
- 3.4 Amounts charged by BCVSA under subsection 3.3 will be deducted from the amount otherwise payable to BCVSA under subsection 3.2.
- 3.5 All costs related to an Initiative under this Agreement which are associated with the use of SMRS will be borne by the Commission.
- 3.6 The Parties agree that any further developmental costs that may be incurred as a result of a decision to use a method of Personal Information transfer other than SMRS will be borne by the Commission.
- 3.7 Three (3) years from the Commencement Date of this Agreement, both Parties agree to an evaluation of the transaction fee structure based on lessons learned and any changes in volume (see Schedule 2).

SCHEDULE 1

SUMMARY OF PROJECT MILESTONES

PROJECTS	SUMMARY	ESTIMATED DELIVERY DATES
Integrated Death Notification – Historical Data	File containing Death Registrations available electronically to date	June 2006
Integrated Death Notification – Regular Updates	Regular daily updates containing death data from registrations processed preceding day	June 2006
Integrated Birth Registration and SIN Application	Automated Birth Notification & SIN Application	Fall 2006
Birth Registration Validation		Fall 2006

SCHEDULE 2

ESTIMATED ON-GOING TRANSACTIONS AND FEES

BCVSA and the Commission have agreed to a transaction fee of ^{s.16} per transaction, in accordance with Schedule B, s. 9(d)(ii) of the VSA Regulation, to cover systems maintenance and the on-going operations costs of Initiatives undertaken as a result of this Agreement.

Transaction volumes for the Commission under this Agreement are estimated to be approximately 360K per year at maturity. This includes all Notification of Death Events (Regular Updates) and Birth Registration Validation and a gradual take up of the Integrated Birth Registration and SIN Application service (from 60% to 75% in 2nd and 3rd year).

Table 1 – Estimated Volumes: BCVSA to the Commission

EVENT TYPE	06/07		07/08		08/09		Total Volumes
	%**	#	%**	#	%*	#	#
Death Notification	100%	29,123	100%	29,123	100%	29,123	87,369
Birth Notification	60%	24,185	75%	30,231	75%	30,231	84,647
Birth Registration Validation	100%	200,000	100%	300,000	100%	300,000	800,000
TOTAL DATA TRANSACTIONS		253,308		359,354		359,354	972,016

** "%" refers to % of total registrations

Fee per transaction to be paid by Commission

^{s.16}

Based on above estimated volumes, estimated cost to be paid by Commission

Any transaction fee paid will be based on actual volumes. An evaluation of the fee structure will take place three years after the Commencement Date of this Agreement based on lessons learned and any changes in volumes.

INTEGRATED BIRTH REGISTRATION AND SIN APPLICATION**GENERAL**

Further to paragraph 5.1(a) of this Agreement, the Integrated Birth Registration and SIN Application is a joint integrated service offering that will allow the parent of a child to combine several processes into one. At the same time as the parent completes the child's birth registration with the BCVSA, the parent may simultaneously request a birth certificate and apply for a SIN for the child. The Personal Information required for the birth registration and birth certificate process will be provided by the parent to BCVSA, and upon the parent's request and with the parent's consent, will be disclosed by BCVSA to the Commission for the purposes of applying for a SIN on behalf of the child.

The Personal Information required to apply for the SIN will be forwarded electronically by BCVSA to the Commission. The electronic application will be sent over a secure network to the Commission.

Upon receipt of the electronic file, the Commission will send a confirmation of receipt to BCVSA.

The electronic application will be processed by the Commission, and assuming the application is accepted, a SIN will be issued in the name of the child and a SIN card mailed to the parent of the child.

In circumstances where questions arise with respect to the Personal Information submitted to apply for the SIN or the origin of the SIN application itself, the Commission may request BCVSA to produce the Personal Information submitted to the Commission in relation to the SIN application, either in paper or electronic form. BCVSA therefore agrees to retain the Personal Information disclosed for the SIN application in accordance with the same retention requirements that guide the retention of birth registration information.

This Appendix sets out the details as to the specific Personal Information to be exchanged and the Authorized Persons who may access the Personal Information under this Initiative.

PERSONAL INFORMATION TO BE EXCHANGED

The following Personal Information that is collected by BCVSA for the birth registration process will be disclosed to the Commission for the purposes of applying for a SIN for the child, where the parent has requested such application and consented to the disclosure of the Personal Information required:

- First given name
- Other given names
- Family name
- Date of birth (day, month, year)
- Gender

- Indication of multiple births
- Mother's name at birth (includes given name(s) and family name where available)
- Father's name (includes given name(s) and family name where available)
- Applicant's place of birth
 - City, town, village
 - Province
 - Country
- Daytime telephone number
- Mailing address:
 - Child's name
 - Number, street, apartment number, city, town or village, province, postal code
- Date of application
- Birth registration number (BRN)

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Need to add Country

AUTHORIZED PERSONS

The following individuals employed by the Commission or HRSD are authorized to access and use the Personal Information exchanged under the Integrated Birth Registration and SIN Application Initiative detailed in this Appendix for the purposes of creating a SIR Record.

Commission/HRSD users:

Workplace	Position	Role / Responsibility
National Headquarters (NHQ) – HRSD	Systems Analyst	Responsible for the system receiving the Personal Information from the secure infrastructure
NHQ – HRSD	Systems Analyst	Responsible for ensuring delivery of the Personal Information from the receiving system to the SIR, through the decryption process
NHQ – HRSD	SIR Systems Analyst	Responsible for receiving Personal Information into the SIR
NHQ – HRSD	Identity Management Service Senior Officer	Responsible for resolution of issues respecting specific datasets of Personal Information
Moncton – HRSD	Regional Systems Analyst	Responsible for assisting in troubleshooting and resolution of malfunctions
Bathurst – HRSD	Team Lead – Application Processing Unit (primary and back-up)	Responsible for resolution of application processing issues

COMMUNICATIONS

The Parties will work together to develop appropriate internal and external communications products to facilitate this Initiative.

NOTIFICATION OF DEATH EVENTS (HISTORICAL DATA)

GENERAL

Pursuant to section 5.1(b) of this Agreement, BCVSA will provide the Commission with a one-time dataset of all computerized, historical deaths registered in BC prior to the Commencement Date of this Agreement. This Information will be used to identify the appropriate SIR Records, and to annotate individual SIR Records as "deceased".

This Appendix sets out the details as to the specific Personal Information to be exchanged and the Authorized Persons who may access the Personal Information under this Initiative.

PERSONAL INFORMATION TO BE EXCHANGED

Where available, the following Personal Information collected by BCVSA for the death registration process will be disclosed to the Commission for the purposes of identifying, creating, updating and supplementing, as applicable, the SIR Records for the deceased individuals:

1. Social Insurance Number (where available)
2. Surname
3. Given Name(s)
4. Gender
5. Date of Birth
6. Place of Birth (where available)
7. Date of Death
8. City, Town, Village of Death
9. Mother's full maiden name
10. Father's full name
11. Death Registration Number

BCVSA will provide the Commission with the above Personal Information and the Commission will use all data fields to match the appropriate SIR Record. Once the record has been identified and corrected or updated, the only data that will be uploaded into the SIR will include the place of death, date of death and Death Registration Number. All other Personal Information will be destroyed.

AUTHORIZED PERSONS

The following individuals employed by the Commission or HRSD are authorized to access and use the Personal Information exchanged under the Notification of Death Events (Historical Data) Initiative detailed in this Appendix for the purposes of identifying, updating and supplementing, as applicable, SIR Records.

Commission/HRSD Users:

Workplace	Position	Role / Responsibility
National Headquarters (NHQ) – HRSD	Systems Analyst	Responsible for the system receiving the Personal Information from the secure infrastructure
NHQ – HRSD	Systems Analyst	Responsible for ensuring delivery of the Personal Information from the receiving system to the SIR, through the decryption process
NHQ – HRSD	SIR Systems Analyst	Responsible for receiving Personal Information into the SIR
NHQ – HRSD	Identity Management Service Senior Officer	Responsible for resolution of issues respecting specific datasets of Personal Information
Moncton – HRSD	Regional Systems Analyst	Responsible for assisting in troubleshooting and resolution of malfunctions
Bathurst – HRSD	Team Lead – Application Processing Unit (primary and back-up)	Responsible for resolution of application processing issues

NOTIFICATION OF DEATH EVENTS (REGULAR UPDATES)

GENERAL

Pursuant to section 5.1(c) of this Agreement, BCVSA will provide the Commission with regular updates of deaths registered in BC subsequent to the Commencement Date of this Agreement. This Information will be used to identify the appropriate SIR Records, and to annotate individual SIR Records as "deceased".

This Appendix sets out the details as to the specific Personal Information to be exchanged and the Authorized Persons who may access the Personal Information under this Initiative.

PERSONAL INFORMATION to be EXCHANGED

Where available, the following Personal Information collected by BCVSA for the death registration process will be disclosed to the Commission for the purposes of identifying, creating, updating and supplementing, as applicable, the SIR Records for the deceased individuals:

1. Social Insurance Number (where available)
2. Surname
3. Given Name(s)
4. Gender
5. Date of Birth
6. Place of Birth (where available)
7. Date of Death
8. City, Town, Village of Death
9. Mother's full maiden name
10. Father's full name
11. Death Registration Number

BCVSA will provide the Commission with the above Personal Information and the Commission will use all data fields to match the appropriate SIR Record. Once the record has been identified and corrected or updated, the only data that will be uploaded into the SIR will include the place of death, date of death and Death Registration Number. All other Personal Information will be destroyed.

Frequency of Exchange: BCVSA will provide the Commission with daily updates of Personal Information regarding deaths registered and processed in BC the previous day.

AUTHORIZED PERSONS

The following individuals employed by the Commission or HRSD are authorized to access and use the Personal Information exchanged under the Notification of Death Events (Regular Updates) Initiative detailed in this Appendix for the purposes of identifying, updating and supplementing, as applicable, SIR Records.

Commission/HRSD Users:

Workplace	Position	Role / Responsibility
National Headquarters (NHQ) – HRSD	Systems Analyst	Responsible for the system receiving the Personal Information from the secure infrastructure
NHQ – HRSD	Systems Analyst	Responsible for ensuring delivery of the Personal Information from the receiving system to the SIR, through the decryption process
NHQ – HRSD	SIR Systems Analyst	Responsible for receiving Personal Information into the SIR
NHQ – HRSDC	Identity Management Service Senior Officer	Responsible for resolution of issues respecting specific datasets of Personal Information
Moncton – HRSD	Regional Systems Analyst	Responsible for assisting in troubleshooting and resolution of malfunctions
Bathurst – HRSD	Team Lead – Application Processing Unit (primary and back-up)	Responsible for resolution of application processing issues

BIRTH REGISTRATION VALIDATION

General

Pursuant to section 5.1(d) of this Agreement, at the request of the Commission, BCVSA will validate Personal Information collected by the Commission from documents or Information originating from, BCVSA, about an individual for whom a vital event is registered in BC. From time to time, the Commission will disclose such Personal Information to BCVSA, and BCVSA will verify the Personal Information disclosed, by comparing it with Personal Information contained in its own registration records.

The purpose of the disclosure by the Commission under this Initiative is to ensure the validity and accuracy of the Personal Information provided by individuals who are applying for a SIN, in possession of a SIN, seeking to update their SIR Record or seeking access to a government service for which a Foundation Identity Document is required.

This Appendix sets out the details as to the specific Personal Information to be exchanged and the Authorized Persons who may access this Personal Information under this Initiative

PERSONAL INFORMATION to be EXCHANGED

The Commission will collect the following Personal Information from documents or Information originating from BCVSA, and disclose it to BCVSA for the purpose of verifying the validity and accuracy of the Personal Information submitted by the individual:

1. Surname ✓
2. Given Name(s) ✓
3. Gender ✓
4. Date of Birth ✓
5. Place of Birth (where available) ✓
6. Mother's full maiden name
7. Father's full name
8. Birth Registration Number ✓

- Who came from
- User Id.

Certificate + Date of Issue.

Frequency of Exchange: The Personal Information listed above will be disclosed by the Commission to BCVSA from time to time as required by the Commission.

AUTHORIZED PERSONS

The following individuals employed by BCVSA are authorized to access and use the Personal Information exchanged under the Birth Registration Validation Initiative detailed in this Appendix for the purposes of comparing the Personal Information disclosed by the Commission with Personal Information contained in BCVSA registration records to ensure its accuracy and validity.

BCVSA Users:

Workplace	Position	Role / Responsibility
BCVSA Systems	Director of IT (1)*	Provide direction and oversight to the BCVSA IT Unit.
BCVSA Systems	Database & Application Server Administrators (3)	Maintain NRS System at BCVSA
BCVSA Systems	Service Desk and Application Support (4)	Identify and investigate IT and data transmission issues affecting the NRS system at BCVSA
BCVSA Systems	IT Designers and Developers (3)	Develop and test defect fixes and enhancements to the NRS system at BCVSA
BCVSA Business Operations	Manager, Business Operations (1)	Manage and provide oversight to the verification adjudication and data quality functions
BCVSA Business Operations	Team Lead, Business Operations (1)	Supervise adjudication and data quality functions
BCVSA Business Operations	Adjudication Clerks (6)	Adjudication of negative verifications
BCVSA Business Operations	Registration Audit (3)	Data quality investigation and maintenance

* The number of individuals who occupy each identified position is indicated in parenthesis.

METHOD OF PERSONAL INFORMATION EXCHANGE**1. General Protocols**

- 1.1 Further to paragraph 5.1(e) of the Agreement, messaging protocols will be based on "open standards" that support reliable messaging and security. The purpose of using such agreed upon standards is to facilitate ease of access to Information by all partners, including the Parties.

2. Method of Information transfer

- 2.1 The SMRS developed by Secure Channel of the Department of Public Works and Government Services Canada (PWGSC) will be explored as the secure messaging infrastructure for the exchange of Personal Information under this Agreement as this service becomes available. To the extent that SMRS is used by the Parties for the exchange of Personal Information under this Agreement, the Parties will sign respective Agreements with the Department of PWGSC dealing with the SMRS infrastructure, related service standards and problem escalation procedure. Interim transfers, such as the bulk transfer of historical death Information pursuant to the Notification of Death Events (Historical Data) Initiative, may be exchanged by other means as agreed to by the Parties. The Parties will work with Secure Channel to determine the hardware and software requirements necessary to interface with SMRS. The SMRS is designed to ensure that information exchange is carried out in a secure and reliable government to government environment.

3.1 Data Standards

- 3.1 Data standards will be based on the current work of the National Routing System Pilot Project, which is supported by the Vital Statistics Council of Canada. These standards, including data dictionaries, are being developed under the leadership of Statistics Canada. These standards will promote national consistency in the exchange of information.

4.1 Business Processes

- 4.1 The business processes specific to the operational requirements of the Parties pursuant to this Agreement will address such items as: hours of operation, audit trails, confirmation receipts, and management of undeliverable messages, service standards and data retention. The Project Management Committee described in subsection 4.1(b) of this Agreement will ensure that the business rules and processes meet the needs of each Party and are aligned with work currently underway with other federal and provincial partners and the Secure Channel. Reporting requirements will include business activity monitoring of such elements as: transaction volumes, data quality and reliability, transaction types, and other agreed upon performance indicators.

5. Privacy

- 5.1 The Parties will ensure that Personal Information is exchanged in compliance with the privacy requirements of each jurisdiction and with section 6 of this Agreement. The Parties will collaborate to provide each other with the information necessary to complete privacy impact assessments in meeting these requirements.

6. Security

- 6.1 The Parties will ensure that Personal Information is exchanged in accordance with section 7 of this Agreement and using agreed upon security and encryption protocols to ensure the confidentiality and integrity of the Personal Information.