

**Interprovincial Computerized Examination Management System  
(ICEMS)  
Multilateral Personal Information Sharing Agreement**

THIS AGREEMENT dated the 1st day of July, 2006

**BETWEEN:**

The Government of Newfoundland and Labrador, as represented by the Minister of Education;

The Government of Nova Scotia, as represented by the Minister of Education;

The Government of Prince Edward Island, as represented by the Minister of Education;

The Government of New Brunswick, as represented by the Minister of Training and Employment Development;

The Government of Quebec, as represented by the Minister of Labour and Social Solidarity and the Minister responsible for Canadian Intergovernmental Affairs, Canadian Francophonie, the Agreement on Internal Trade, Institutional Democratic Reform and Access to Information;

The Government of Ontario, as represented by the Minister of Training, Colleges and Universities;

The Government of Manitoba, as represented by the Minister of Advanced Education and Training;

The Government of Saskatchewan, as represented by the Chief Executive Officer of the Apprenticeship and Trade Certification Commission;

The Government of Alberta, as represented by the Minister of Advanced Education;

The Government of British Columbia, as represented by the Chief Executive Officer of the Industry Training Authority;

The Government of the Northwest Territories, as represented by the Minister of Education, Culture and Employment;

The Government of Nunavut Territory, as represented by the Minister of Education; and

The Government of the Yukon Territory, as represented by the Minister of Education;

(hereinafter individually referred to as "Province/Territory" and collectively referred to as "Provinces/Territories")

**WHEREAS** effective December 16, 1996, the Provinces/Territories, with the exception of Quebec and Nunavut Territory signed an Agreement on a Joint Project to Develop and Implement an Interprovincial Computerized Examination Management System (hereinafter called the "ICEMS Joint Venture Agreement");

**AND WHEREAS** the Canadian Council of Directors of Apprenticeship (hereinafter called the "CCDA") remains responsible for the development and management of the Interprovincial Standards (Red Seal) Program and jointly owns the Interprovincial Computerized Examination Management System (hereinafter called the "ICEMS") on behalf of their respective Governments;

**AND WHEREAS** a project management committee called the ICEMS Steering Committee, or any successor committee, body or entity, is responsible for coordinating and directing the implementation of the ICEMS Project and for the on-going management of privacy and security issues with respect to Personal Information within the ICEMS;

**AND WHEREAS** Fujitsu Consulting (Canada) Inc. (hereinafter called the "ICEMS Service Provider"), formerly DMR Consulting Inc., designed, developed, hosts, operates and manages the ICEMS in accordance with contract # V7422-8-011/001-EU, dated March 30, 2000, which was awarded to DMR Consulting Inc. by the Department of Public Works and Government Services Canada on behalf of the Saskatchewan Apprenticeship and Trade Certification Commission for the CCDA (hereinafter called the "ICEMS Service Agreement")

**AND WHEREAS** each Province/Territory that has its own protection of privacy legislation is bound by the legislation listed in the attached Schedule "A" governing the collection, use, disclosure, retention, protection and disposition of Personal Information that is in its custody or under its control;

**AND WHEREAS** a Province/Territory that does not have its own protection of privacy legislation is bound by its apprenticeship program legislation as listed in the attached Schedule "A" and by the terms and conditions of this agreement respecting the collection, use, disclosure, retention, protection and disposition of Personal Information that is in its custody or under its control;

**AND WHEREAS** each Province/Territory is bound by the legislation or other authority listed in the attached Schedule "A" governing the authority of the Province/Territory to enter into agreements with other Provinces/Territories;

**AND WHEREAS** some of the Province's/Territory's privacy legislation may require the ICEMS Service Provider to enter into an agreement, separate and apart from this Agreement, with the Province/Territory setting out the ICEMS Service Provider's

obligations respecting the use, disclosure, retention, protection and disposition of Personal Information in and from the ICEMS;

**AND WHEREAS** the components of the ICEMS consist of:

- an Interprovincial Registry database containing Personal Information about individuals applying for interprovincial examinations and about workers qualified under the Interprovincial Standards (Red Seal) Program;
- non-Personal Information in the form of an examination items database;
- various interfaces with a Province's/Territory's apprenticeship information system, if the Province/Territory has a computerized apprenticeship information system; and
- an Apprenticeship/Journeyman Labour Market Data Mart into which Core Data and RAIS Data is entered and from which Depersonalized Data is disclosed as either Aggregate Data or Trend Data;

**AND WHEREAS** in order to support the operation and administration of common standards and examinations critical to the Interprovincial Standards (Red Seal) Program and to support the analysis of labour market mobility information, the parties may need to collect, use, disclose and exchange certain Personal Information about apprentices and journeymen in the custody or under the control of each of the Jurisdictions through the ICEMS;

**AND WHEREAS** Human Resources and Skills Development Canada is not a party to this Agreement, but may request access to Depersonalized or Trend Data of a Province/Territory from the Labour Market Data Mart for the purpose of analyzing labour market mobility information and for preparing various analytical reports and may also request access to the examination items database for the purpose of

- translating examination items and ensuring the items test the sub-tasks of the National Occupational Analysis;
- assisting jurisdictions with item analyses, items revision, development of the ICEMS Table of Specifications and item bank workshops;
- providing training to Jurisdictional Authorized Users on the ICEMS and assisting them in generating and activating "in development" examinations;
- developing support materials such as the ICEMS Business Procedures Manual; and
- producing reports on active exams, item bank status and others, as requested

provided such access to Depersonalized and Trend Data and to the examination items database has been authorized by the Jurisdictional Administrator of that Province/Territory in accordance with this Agreement;

**AND WHEREAS** the parties may provide certain Personal Information from the ICEMS to Statistics Canada because they believe that this information serves an important national purpose by contributing to the Jurisdictions' knowledge of Canada's labour market supply and demand as it relates to apprentices;

**AND WHEREAS** pursuant to a Province/Territory's respective legislative authorities as listed in the attached Schedule "A", the parties may:

- enter into agreements with the other parties and their apprenticeship agencies to exercise their respective functions; and
- depending upon the authority granted by their respective legislation governing apprenticeship programs and/or governing the protection of privacy are either not prohibited from using and disclosing, or may use and disclose Personal Information in their custody or under their control for one or more of the following purposes:
  - for the purposes for which it was collected or for a consistent purpose;
  - with the consent of the Applicants and Clients for the purpose(s) specified in the consent;
  - for the purpose of complying with the ICEMS Joint Venture Agreement;
  - for the purpose of determining or verifying an individual's suitability or eligibility for the Interprovincial Standards (Red Seal) program; or
  - for any purpose when the Province/Territory believes that the public interest in disclosure clearly outweighs any invasion of privacy that could result from the disclosure or disclosure would clearly benefit the individual to whom the information relates;

**AND WHEREAS** this Agreement will apply to a Province/Territory only to the extent that it participates in the proposed information sharing through the ICEMS;

**NOW THEREFORE** the parties agree to the following:

## **1.0 Definitions**

**1.1** In this Agreement,

- a) "Aggregate Data" means non-identifying information about groups of individuals with common characteristics that is produced in the form of data cubes;
- b) "Applicant" means a Client who has applied for Interprovincial Standards (Red Seal) Program certification;
- c) "Applicant Information" means the Personal Information listed in the attached Schedule "B", including identifying information (information about a Client), application information (information about a Client's application for Red Seal Certification) and examination information (information about the status and results of an individual's Red Seal exams);

- d) “Authorized User” means an employee, agent or contractor of a Province’s/ Territory’s apprenticeship agency listed in the attached Schedule “E” who has been authorized by the Jurisdictional Administrator of that Province/Territory to enter and maintain Personal Information in the ICEMS, and who may use Personal Information in the ICEMS and may disclose Personal Information from the ICEMS, only in accordance with the level of system privileges assigned by the Jurisdictional Administrator for that Province/Territory, the terms and conditions of this Agreement and also as authorized or required by a Jurisdiction’s apprenticeship program legislation and protection of privacy legislation;
- e) “Client” means an individual who is an apprentice or journeyman or who is otherwise eligible in a Province/Territory to apply for Red Seal certification;
- f) “Client Information” means Personal Information that is listed as RAIS Data in the attached Schedule “D”;
- g) “Contact Information” means the Personal Information listed as Personal Identifying and Contact Information in the attached Schedule “D” that is provided through the ICEMS to Statistics Canada with the approval of the Jurisdictional Administrator of the applicable Province/Territory for the purposes of conducting statistical surveys in accordance with section 13 of the *Statistics Act (Canada)* and the conditions of this Agreement;
- h) “Core Data” means, except for certain data elements that may not be collected by a Jurisdiction, the Personal Information provided by each Province/Territory to the ICEMS, including Client Information and Applicant Information, that, at a minimum, is available to all Authorized Users to allow them to effectively administer the Interprovincial Standards (Red Seal) Program and that is not available to other employees, agents or contractors of a Jurisdiction or of Human Resources and Skills Development Canada;
- i) “Depersonalized Data” means data from which all information that could identify an individual has been removed;
- j) “ICEMS Steering Committee” means the federal-provincial management committee of the CCDA established under the ICEMS Joint Venture Agreement whose responsibilities are defined in clause 3.5 of the ICEMS Joint Venture Agreement;
- k) “Interprovincial Registry” means a database containing Applicant Information, and also containing non-Personal Information in the form of an examination items database;

- l) “Jurisdiction” means a Province/Territory that participates in the Red Seal Program but does not include Human Resources and Skills Development Canada;
- m) “Jurisdictional Administrator” means an Authorized User designated by each Jurisdiction under section 9.2 of this Agreement;
- n) “Labour Market Data Mart” means a separate database maintained within ICEMS that is populated with:
- the detailed statistical information listed in the attached Schedule “C” from which Aggregate Data and Trend Data are produced and against which Authorized Users submit queries so they can develop analytical reports and studies in accordance with the conditions of this Agreement; and
  - the Personal Information (both RAIS Data and Survey Information) listed in the attached Schedule “D” that is provided to Statistics Canada for the purposes specified in and in accordance with the conditions of this Agreement;
- o) “Personal Information” means recorded information about an identifiable individual in any form or format and includes Applicant Information, Client Information, Contact Information, Survey Information and Personal Identifying Information as those terms are defined and used in this Agreement and its Schedules;
- p) “Personal Identifying Information” means the Personal Information that is used to verify and uniquely identify clients and that is selected by each Jurisdiction to identify their Clients and Applicants;
- q) “Program” means the Interprovincial Standards (Red Seal) Program;
- r) “RAIS Data” means the Personal Information about Clients, listed under the heading RAIS Data in the attached Schedule “D” obtained from the Jurisdictions’ apprenticeship information systems, if any;
- s) “Red Seal” means the trades or occupations in the Jurisdictions that have been designated by the CCDA as being appropriate for inclusion in the Interprovincial Standards (Red Seal) Program;
- t) “*Statistics Act (Canada)*” means the *Statistics Act*, R.S.C. 1985 c s-19, as amended;

u) “Survey Information” means Personal Identifying Information and Contact Information, listed in the attached Schedule “D”, that is provided periodically to Statistics Canada, through ICEMS but only with the approval of the Jurisdictional Administrator of the applicable Province/Territory, to enable Statistics Canada to conduct statistical surveys in accordance with section 13 of the *Statistics Act (Canada)* and with the conditions of this Agreement; and

v) “Trend Data” means a set of Depersonalized Data that includes an ICEMS system generated number that can only be used to identify an individual’s separate data records collected over time but that cannot be used by Authorized Users to identify an individual.

## **2.0 Purpose of Agreement**

2.1 The purpose of this Agreement is to put into place a formal mechanism for controlling the collection, use and disclosure of Personal Information in and from the ICEMS for the following purposes:

- a) to manage the Interprovincial Registry;
- b) to administer the Red Seal examinations for Applicants;
- c) to determine or verify the eligibility of Applicants for the Program;
- d) to analyze labour market mobility information using the Labour Market Data Mart;
- e) to disclose RAIS Data and Survey Information to Statistics Canada with the approval of the Jurisdictional Administrator of the applicable Province/Territory; and
- f) to prepare various analytical reports using information from the Labour Market Data Mart.

## **3.0 Collection, Use and Disclosure of Personal Information to Manage an Interprovincial Registry, to Administer the Red Seal Examinations and to Determine or Verify the Eligibility of Applicants for the Program**

3.1 A Jurisdiction will collect only as much Personal Information about an individual as is reasonably necessary to accomplish the purpose for which it is collected. A Jurisdiction will take reasonable steps to ensure that the information it collects is accurate and complete.

3.2 For the purposes of section 2.1(a), (b) and c) above, and subject to section 3.4 below, Jurisdictions shall disclose to Authorized Users, through the ICEMS, at a minimum, the Core Data (Client information and Applicant information).

3.3 A Jurisdiction and its Authorized Users may only collect and use the information disclosed under section 3.2 for the following purposes:

- a) registering Applicants for the Program;
- b) validating competency certificates of Applicants and Clients qualified under the Program;
- c) updating information on Program Applicants and Clients qualified under the Program;
- d) determining or verifying the eligibility of Applicants and Clients for the Program; and
- e) administering the Program.

**3.4** A Jurisdiction must limit every use and disclosure of Personal Information to the minimum amount of information necessary to accomplish the purpose for which it is used or disclosed. A Jurisdiction must also limit the use and disclosure of Personal Information in its custody or under its control to those of its employees, agents or contractors who need to know the information.

#### **4.0 Use and Disclosure of Information to Analyze Labour Market Mobility Information and to Prepare Analytical Reports**

**4.1** For the purposes of sections 2.1 d) and f) above, Jurisdictional Administrators, as enabled by the ICEMS Service Provider, may permit Authorized Users or may authorize other employees in a Jurisdiction to:

- a) view the Aggregate Data or Depersonalized Core Data produced from the Labour Market Data Mart that each Jurisdiction has authorized other Jurisdictions to view; and
- b) extract Aggregate Data or Trend Data from the detailed statistical information in the attached Schedule "C" by querying the Depersonalized Data cubes or the Trend Data for the purposes of:
  - i) conducting studies, including Trend Data studies;
  - ii) analyzing labour market mobility; and
  - iii) compiling demographic and statistical reports to support program planning at the provincial/territorial level.

**4.2** A Jurisdiction, as authorized by its Jurisdictional Administrator, may disclose Trend Data to authorized employees, agents or contractors of Human Resources and Skills Development Canada for the purposes listed in section 4.1 above.

**4.3** A Jurisdiction, as authorized by its Jurisdictional Administrator, may permit authorized employees, agents or contractors of Human Resources and Skills Development Canada to have access to the examination questions database for the purpose of

- translating exam items and ensuring the items test the sub-tasks of the National Occupational Analysis;



- assisting jurisdictions with item analyses, revisions to items, development of the ICEMS Table of Specifications and item bank workshops;
- providing training to Jurisdictional Authorized Users on the ICEMS and assisting them in generating and activating “in development” exams;
- developing support materials such as the Business Procedures Manual; and
- producing reports on active exams, item bank status and others, as requested.

4.4 A Jurisdiction shall not disclose any Personal Information to employees, agents or contractors of Human Resources and Skills Development Canada.

4.5 A Jurisdiction shall not publish any information it retrieves from the Labour Market Data Mart as described in section 4.1 if the number of individuals in a cell is less than 6.

## 5.0 Disclosure of Information to Statistics Canada

5.1 For the purposes of section 2.1(e) above, a Jurisdiction shall disclose to Statistics Canada from the Labour Market Data Mart, the RAIS Data listed in the attached Schedule “D” under the authority of section 13 of the *Statistics Act (Canada)* solely for the purpose of conducting statistical labour market research and in accordance with that Act. Statistics Canada will be provided with a consolidated submission made from each Jurisdiction’s RAIS Data, if that data is available.

5.2 For the purposes of section 2.1(e) above, an Authorized User shall periodically, and only on the written authority of the Jurisdictional Administrator of the Province/Territory who provided the information in response to a written request from Statistics Canada, disclose to Statistics Canada the Personal Identifying and Contact Information listed in the attached Schedule “D” under the authority of section 13 of the *Statistics Act (Canada)* solely for the purpose of conducting statistical surveys.

## 6.0 Mechanism for the Disclosure of Personal Information

6.1 An Authorized User may disclose Personal Information collected by that Authorized User in the ordinary course of Program business tasks or received through an interface with the Jurisdiction’s Apprenticeship Information System only:

- a) to other Authorized Users during the course of the Authorized Users performing their work; and

- b) to Jurisdictional apprenticeship information systems as part of the work of administering the Program.
- 6.2 The Personal Information that is provided by Jurisdictional apprenticeship information systems to the ICEMS shall be, at a minimum, the Core Data, except where certain data elements are not collected by a Jurisdiction, but may include additional Personal Information that may or may not, at the Jurisdiction's option, be accessible to Authorized Users from other Jurisdictions.
- 6.3 Except for the information referred to in (d) below, information shall be disclosed from the Labour Market Data Mart only in the form of Aggregate or Depersonalized Data to:
- a) Authorized Users and other employees, agents or contractors authorized by Jurisdictional Administrators to have access to the Labour Market Data Mart;
  - b) Authorized employees, agents or contractors of Human Resources and Skills Development Canada;
  - c) Statistics Canada, annually, on written request, in the form of RAIS Data for the purpose of conducting statistical surveys, in accordance with section 13 of the *Statistics Act (Canada)*; and
  - d) Statistics Canada, periodically, on written request, in the form of Survey Information, for the purpose of conducting statistical surveys, in accordance with section 13 of the *Statistics Act (Canada)*.

## 7.0 Limitations on Disclosure

- 7.1 Except as provided for in sections 3.2, 3.3, 4.1, 4.2, 5.1 and 5.2 above, the parties undertake to fully maintain, respect and protect the confidentiality and security of the Personal Information subject to this Agreement and not to collect or use the Personal Information or disclose the Personal Information to anyone unless the collection, use or disclosure is authorized by this Agreement, by another agreement, by the individual the Personal Information is about, or by the law of the Jurisdiction that has custody or control of the Personal Information.
- 7.2 The parties are specifically prohibited from:
- a) collecting, using or disclosing Personal Information that is subject to this Agreement for data matching purposes except where the data matching is authorized for the purposes of the Program as set out in section 2.1; and

- b) linking Depersonalized Data subject to this Agreement with any other Personal Information in their custody or under their control to make the information into identifying information.

## **8.0 Information Security, Protection and Limitation**

**8.1** Each party must have adequate security arrangements in place, including all necessary administrative, physical and technical measures to safeguard the Personal Information that is the subject of this Agreement against such risks as unauthorized access, use, disclosure or destruction. Such arrangements shall:

- a) comply with the ICEMS Security Policy and Guidelines (identified as P380S ICEMS Security Policy Version 2.54, dated February 4, 2003 or any subsequent version of the Policy);
- b) ensure the confidentiality, integrity and availability of the Personal Information;
- c) ensure that all employees, agents and contractors who have access to the ICEMS have been trained in the appropriate use of Personal Information contained in the ICEMS;
- d) include reasonable measures to safeguard Personal Information accessed from ICEMS by laptop computer from accidental or unauthorized access, collection, use, disclosure, modification, deletion or destruction; and
- e) safeguard the Personal Information against accidental or unauthorized access, collection, use, disclosure, modification, deletion or destruction.

**8.2** Using the configurable security features of the ICEMS and, with respect to clauses a) and c) below, in accordance with the ICEMS Security Policy, the Jurisdictional Administrator for each Jurisdiction must:

- a) identify all Authorized Users and other authorized employees, agents or contractors in their own Jurisdiction for the purpose of granting and/or revoking access privileges to the ICEMS and ensure that no person other than an Authorized User or other authorized employee, agent or contractor receives the ICEMS username and password information;
- b) define which Authorized Users and which other authorized employees, agents or contractors will have access to:
  - information in the Labour Market Data Mart;
  - information in the Interprovincial Registry; or
  - both information in the the Labour Market Data Mart and the Interprovincial Registry;

- c) define which of the Core Data elements can be hidden from, viewed by, or viewed and edited by each Authorized User within their own Jurisdiction;
- d) define which of the non-Core Data elements can be viewed by other Jurisdictions;
- e) permit authorized employees, agents or contractors of Human Resources and Skills Development Canada to view and/or extract Aggregate or Depersonalized Data or Trend Data from the Labour Market Data Mart;
- f) permit authorized employees, agents or contractors of Human Resources and Skills Development Canada to have access to the examination items database;
- g) grant Authorized Users and authorized employees, agents or contractors of Human Resources and Skills Development Canada only the minimum level of system privileges required to perform their job duties.

**8.3** Each party undertakes to notify another party or parties of any security incident as identified in the ICEMS Security Policy, and to follow the reporting requirements set out in that Policy.

**8.4** In the event of a security incident occurrence as described in section 8.3 above, the party responsible for the security incident shall immediately take all reasonable steps to correct the security incident, prevent a recurrence of the event and notify the ICEMS Steering Committee of the security incident and the measures taken to correct it and prevent future occurrences.

**8.5** If the ICEMS Steering Committee is not satisfied that the party responsible for the security incident has taken appropriate measures to correct the incident and prevent future occurrences, it may suspend that party's access to the ICEMS until such time as it is satisfied that the party has satisfactorily dealt with the incident.

**9.0 Responsibilities and Liabilities of the Parties and Appointment of Jurisdictional Administrators**

**9.1** The parties agree that they are each responsible for the actions of their own employees, agents and contractors respecting access to, collection, use, disclosure, modification, deletion or destruction of the Personal Information and the Trend Data subject to this Agreement that is in their custody or under their control whether or not the person is or was acting within the scope of his/her employment, agency or contract.

**9.2** Each party will appoint a Jurisdictional Administrator and advise the ICEMS Steering Committee in writing of the name, address, position and

contact information for the Jurisdictional Administrator. A party may change the appointment at any time by written notice to the ICEMS Steering Committee.

- 9.3** A Jurisdictional Administrator is responsible for the designation of Authorized Users within the Jurisdiction and for informing the Authorized Users of their responsibilities and system access privileges with respect to the ICEMS in accordance with the ICEMS Security Policy, identified as P380S, Version 2.54, dated February 4, 2003, or any subsequent version of the Policy.
- 9.4** Provided that any disclosure of Personal Information pursuant to this Agreement is done in good faith and reasonable care has been taken to comply with applicable legislation and this Agreement, the parties shall not be held liable for the misuse of any Personal Information provided to each other under this Agreement.
- 9.5**
- a) If an employee, agent or contractor of one of the parties collects, uses or discloses, without authority, any Personal Information that is subject to this Agreement and that is under the control of another party, and it is determined that the collection, use or disclosure was done in bad faith or deliberately, then the Jurisdictional Administrator shall ensure that the employee, agent or contractor is denied access in future to Personal Information that is under the control of the other parties.
  - b) The parties acknowledge that the employee, agent or contractor may be subject to civil or criminal remedies or other penalties for breach of this Agreement and/or contravention of a Province's/Territory's or federal legislation.
  - c) The party responsible for the employee, agent or contractor who collected, used or disclosed Personal Information in bad faith or deliberately must notify the ICEMS Steering Committee about the incident and about any civil or criminal remedies used or other penalty imposed on the individual.

## **10.0 Audit Requirement**

- 10.1** The parties shall jointly, on an annual basis, conduct an audit of the Personal Information sharing processes used for the purposes of this Agreement in accordance with annual audit procedures approved by the ICEMS Steering Committee in order to ensure compliance with the provisions of each Jurisdiction's privacy legislation. The results of such audits shall be reported to the parties and may be reported to the Information and Privacy Commissioners/ Privacy Commissioners/Ombudsmen of each Jurisdiction.

**10.2** Notwithstanding section 10.1, audits of the Personal Information sharing processes used for the purposes of this Agreement may be conducted on a periodic basis in accordance with periodic audit procedures approved by the ICEMS Steering Committee in order to ensure compliance with the provisions of a Jurisdiction's privacy legislation. The results of such audits shall be reported to the parties and may be reported to the Information and Privacy Commissioners/Privacy Commissioners/Ombudsmen of each Jurisdiction.

**10.3** For the purposes of an audit, at the written request of the ICEMS Steering Committee to the ICEMS Service Provider, an individual authorized by the ICEMS Steering Committee may have access to the detailed audit logs for the ICEMS maintained by the ICEMS Service Provider.

#### **11.0 Jurisdiction of Information and Privacy Commissioners/Ombudsmen**

**11.1** If there is a complaint from an individual about a party's or parties' improper collection, use or disclosure of his or her Personal Information that is the subject of this Agreement, the complaint may be sent to the Information and Privacy Commissioner/Privacy Commissioner or Ombudsman of the Jurisdiction that has control of the Personal Information that is the subject of the complaint.

**11.2** In the event that there is a dispute over the Jurisdiction in which a complaint should be brought, it will be resolved by the Commissioners/Ombudsmen of the Jurisdictions involved in the dispute.

#### **12.0 Requests for Correction of Personal Information**

**12.1** Each party is responsible for correcting errors or omissions in the Personal Information that is in that party's custody or under its control.

#### **13.0 Management, Retention and Disposition of Personal Information**

**13.1** With the exception of the Personal Information referred to in section 13.3, any Personal Information subject to this Agreement will be retained by the ICEMS Service Provider until the agreement with the ICEMS Service Provider is terminated.

**13.2** Notwithstanding clause 13.1, a Jurisdictional Administrator may request in writing that the ICEMS Service Provider purge certain Personal Information from the ICEMS that is under the control of that Province/Territory where there are errors detected and/or in accordance with the retention period specified by that Province/Territory.

- 13.3 The detailed audit logs for the ICEMS shall be archived periodically onto magnetic media by the ICEMS Service Provider, and kept in a secure off-site storage facility until the agreement with the ICEMS Service Provider is terminated or expires, but shall be available to the Jurisdictions for audit purposes.
- 13.4 Each party, through the ICEMS Service Provider, must adhere to the most current version of the ICEMS Backup Strategy and the ICEMS Disaster Recovery Plan, as approved by the ICEMS Steering Committee on behalf of the CCDA.
- 13.5 The parties shall ensure that Personal Information, all audit tapes and all system components subject to this Agreement are stored in or remain in Canada.

#### **14.0 Schedules**

- 14.1 Schedules "A", "B", "C", "D" and "E" form an integral part of this Agreement.

#### **15.0 Duration**

- 15.1 This Agreement is in effect for the same duration as the ICEMS Joint Venture Agreement, dated December 16, 1996.
- 15.2 Any party withdrawing from this Agreement is subject to the consequences of such withdrawal as set out in the ICEMS Joint Venture Agreement.
- 15.3 Notwithstanding any other provision of this Agreement, sections 7, 8, 9, 10, 11 and 13 shall survive this Agreement and shall continue to bind the parties.

#### **16.0 Amendment to Agreement**

- 16.1 This Agreement may be amended from time to time by mutual agreement of all of the parties, witnessed by an exchange of letters between the parties, signed by their duly authorized representatives.


#### **17.0 General**

- 17.1 The parties undertake to give one another reasonable notice of any change in policy, regulations or statutes relating to their respective programs or services that is likely to affect this Agreement or any change in the name of their respective provincial/territorial apprenticeship agency in the attached Schedule "E".

17.2 Any notice to be delivered in this Agreement may be sent by mail or facsimile to the other party or parties through the respective provincial/territorial apprenticeship agency listed in the attached Schedule "E".

In witness whereof, the parties have signed this ICEMS Multilateral Personal Information Sharing Agreement as follows:

**For the Government of Newfoundland and Labrador**

  
\_\_\_\_\_  
The Deputy Minister of Education

Feb 15, 2005  
Date

**For the Government of Newfoundland and Labrador**

  
\_\_\_\_\_  
The Deputy Minister for Intergovernmental Affairs

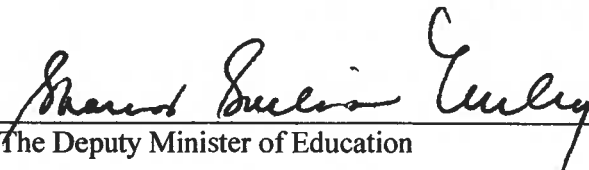
April 7, 2005  
Date

**For the Government of Nova Scotia**

  
\_\_\_\_\_  
The Deputy Minister of Education

Feb 3 2005  
Date

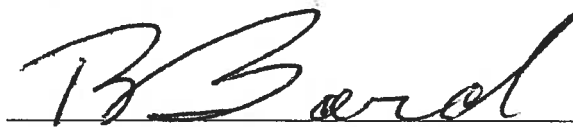
**For the Government of Prince Edward Island**

  
\_\_\_\_\_  
The Deputy Minister of Education

June 20, 2005  
Date



**For the Government of New Brunswick**

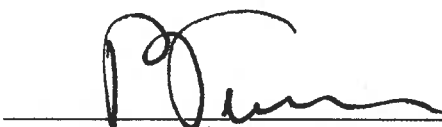


The Deputy Minister of Training and  
Employment Development

7 avril 2005

Date

**For the Government of Quebec**



The Deputy Minister of Labour and Social  
Solidarity

06-06-19

Date

**For the Government of Quebec**

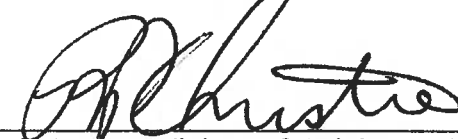


The General Secretary for Canadian  
Intergovernmental Affairs

2006-06-26

Date

**For the Government of Ontario**



The Deputy Minister of Training, Colleges and  
Universities

Mar 5 / 05

Date

**For the Government of Manitoba**

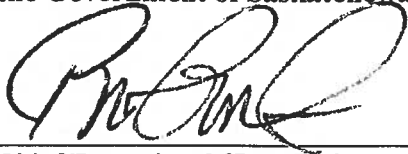


The Deputy Minister of Advanced Education and  
Training

Feb. 4 / 05.

Date

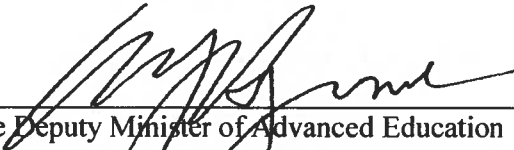
**For the Government of Saskatchewan**



The Chief Executive Officer of the  
Apprenticeship and Trade Certification  
Commission

January 19/05  
Date

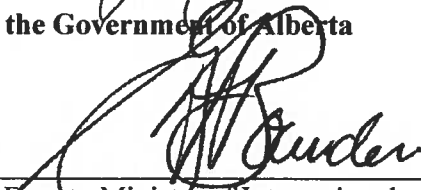
**For the Government of Alberta**



The Deputy Minister of Advanced Education

May 19/05  
Date

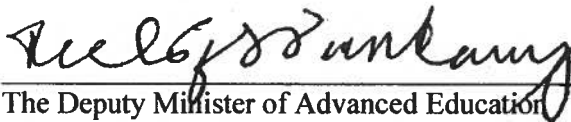
**For the Government of Alberta**



The Deputy Minister of International and  
Intergovernmental Relations

May 20/05  
Date

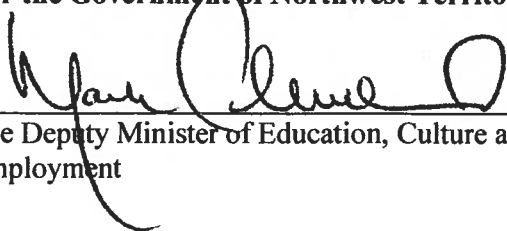
**For the Government of British Columbia**



The Deputy Minister of Advanced Education

MAY 26 2005  
Date

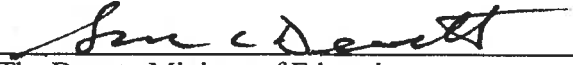
**For the Government of Northwest Territories**



The Deputy Minister of Education, Culture and  
Employment

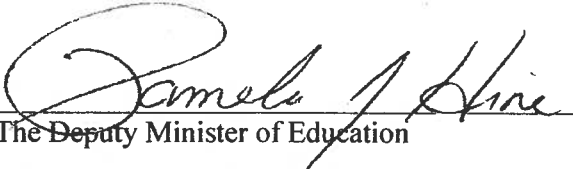
05/01/31  
Date

**For the Government of Yukon Territory**

  
The Deputy Minister of Education

16/3/5  
Date

**For the Government of Nunavut Territory**

  
The Deputy Minister of Education

Jan 24, 2005  
Date

## **Schedule “A” to the ICEMS Multilateral Personal Information Sharing Agreement**

### **Schedule of Legislative or Equivalent Authorities**

#### **British Columbia**

*Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, ss. 32, 33(b), (c), (f) and (f.1)

Industry Training Authority Act, SBC 2003, c. 34

British Columbia relies upon the Crown Prerogative to enter into agreements and the general authority of a Minister over his/her portfolio as prescribed by the Lieutenant Governor

#### **Alberta**

Sections 40(1) (c), (d), (e), (f), (h) and (l) of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c. F-25

*Apprenticeship and Industry Training Act*, RSA 2000, c. A-42

Apprenticeship and Industry Training Administration Regulation (AR 257/2000)

Apprenticeship and Industry Training Program Regulation (AR 258/2000)

Section 10 of the *Government Organization Act*, RSA 2000, c. G-10

#### **Saskatchewan**

*Freedom of Information and Protection of Privacy Act*, S.S. 1990 –91, c. F-22.01, s. 29 (2)(a), (h) and (o)

Freedom of Information and Protection of Privacy Regulation, R.R.S., c. F-22.01, Reg. 1, ss. 16(a), (b), (c), (l) and (m)

*Apprenticeship and Trade Certification Act*, 1999, S.S. 1999, c. A-22.2, ss. 10, 13

#### **Manitoba**

*Freedom of Information and Protection of Privacy Act*, 2003, C.C.S.M. c. F175, ss. 44(1) and (2) and 45

Manitoba relies upon the Crown’s general right to contract under the Royal Prerogative

*Apprenticeship and Trades Qualifications Act*, C.C.S.M. 2003, c. A110

Apprenticeship and Trades Qualifications General Regulation, Man. Reg. 161/2001

#### **Ontario**

*Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended, ss. 38, 39, 41, 42 and 43

*Trades Qualification and Apprenticeship Act*, R.S.O. 1990, c. T-17

Regulations made under the *Trades Qualification and Apprenticeship Act*, including R.R.O. 1990, Reg. 1055 (General)

*Apprenticeship and Certification Act*, 1998, S.O. 1998, c. 22

Regulations made under the *Apprenticeship and Certification Act*, 1998

O.R. 573/99 (General)

O.R. 565/99 (Restricted Skill Sets)

O.R. 566/99 (Exemptions)

Ontario relies upon the general authority under subsection 2(2) of the Ministry of Training, Colleges and Universities Act, R.S.O. 1990, c. M.19 for the Minister to administer the Acts and regulations assigned to him/her and the authority under common law to enter into contracts.

### **Quebec**

Sections 59 and 67.2 of *An Act Respecting Access to Documents Held by Public Bodies and the Protection of Personal Information*, RSQ, c. A-2.1

Sections 29.1 and 30 of *An Act Respecting Manpower Vocational Training and Qualification*, RSQ, c. F-5

Section 5 of the *Act Respecting the Ministère de l'Emploi et de la Solidarité and Establishing the Commission des Partenaires du Marché du Travail*, RSQ, c. M-15.001  
*Archives Act*, R.S.Q., c. A-21.1

### **New Brunswick**

*Protection of Personal Information Act*, S.N.B. 1998, c. P-19.1, ss. 3.4(d) and 3.7 of Schedule B

*Apprenticeship and Occupational Certification Act*, R.S.N.B. 1973, c. A-9.1, s. 4  
General Regulation, N.B. Reg. 97-125

### **Prince Edward Island**

*Freedom of Information and Protection of Privacy Act (No. 2)*, S.P.E.I. 2001, c. 37, as amended by S.P.E.I. 2002, c. 27, ss. 37(1)(b),(c),(d), (g) and (j)

*Apprenticeship and Trades Qualification Act*, R.S.P.E.I. 1988, c.A-15.1

Apprenticeship and Trades Qualification Regulations, EC 712/95

*Executive Council Act*, R.S.P.E.I. 1988, c. E-12, s. 10

### **Nova Scotia**

*Freedom of Information and Protection of Privacy Act*, S.N.S. 1993, c. 5, ss. 24, 26, 27 and 29

*Apprenticeship and Trades Qualifications Act*, S.N.S. 2003, c.1, s. 26

Apprenticeship and Trades Qualifications Act General Regulations, N.S. Reg. 129/2003

## **Newfoundland and Labrador**

*Access to Information and Protection of Privacy Act*, S.N.L. 2002, c. A-1.1 (proclamation date January 17, 2005 except Part IV Protection of Privacy)

*Apprenticeship and Certification Act*, S.N.L. 1995, c. A-12.1, s.12

*Executive Council Act*, S.N.L. 1995, c. E-16.1, s.10

*Intergovernmental Affairs Act*, R.S.N.L. 1990, c. I-13, s. 7

## **Northwest Territories**

*Access to Information and Protection of Privacy Act*, S.N.W.T. 1994, c.20, ss. 47(a), (b); 48(a) (b) (k) (p) (u)

*Access to Information and Protection of Privacy Regulations*, R-206-96, s. 6

*Apprenticeship, Trade and Occupations Certification Act*, R.S.N.W.T. 1988, c. A-4

*Apprenticeship, Trade and Occupations Certification Regulations*, R.R.N.W.T. 1990, c. A-8

*Occupational Training Agreements Act*, R.S.N.W.T. 1988, c.16 (Supp) ss.2, 3

## **Yukon Territory**

*Access to Information and Protection of Privacy Act*, RSY 2002, c. 1, ss 29 and 38

*Apprenticeship Training Act*, RSY 2002, c.7

*Intergovernmental Agreements Act*, RSY 2002, c. 122, s. 2

## **Nunavut Territory**

*Access to Information and Protection of Privacy Act*, S.N.W.T. 1994 c. 20, as duplicated for Nunavut pursuant to s. 29 of the *Nunavut Act* ss, 48(a), (b), (p), and (s)

*Apprenticeship, Trade and Occupations Certification Act*, R.S.N.W.T. 1988, c.A-4 as duplicated for Nunavut pursuant to s. 29 of the *Nunavut Act*

*Apprenticeship and Trade and Occupations Certification Regulations*, R.R.N.W.T. 1990, c. A-8

*Legislative Assembly and Executive Council Act*, S.Nu. 2002, c.5, s. 67

**Schedule "B" to the ICEMS Multilateral Personal Information Sharing  
Agreement  
Schedule of Applicant Information**

**The data elements listed in this Schedule may not all be collected by all jurisdictions**

First Name  
Middle Name  
Last Name  
Former Last Name  
Preferred Name  
Gender  
Date of Birth  
Preferred Language  
Status of all Applications Associated with Client  
Current and Former Address(es)  
Contact Information

Unique identification number chosen by each jurisdiction (may be a system generated number)  
Certification Type  
Red Seal Certification Details  
Occupation  
Jurisdiction  
Status  
Date Application Received  
Rejection Details  
Rejection Lifted Details  
Approval Details  
Rewrite Eligibility  
Earliest Rewrite Date  
Comments on Application  
Trade Qualifier Certificates Held  
Apprenticeship Certification Details

Exam Pass/Fail  
Date Written  
Status of Exams  
Exam Assigned/Written

## **Schedule “C” to the ICEMS Multilateral Personal Information Sharing Agreement**

### **Schedule of Detailed Statistical Information (Labour Market Data Mart)**

**The data elements listed in this Schedule may not all be collected by all jurisdictions**

Gender  
Date of Birth  
Preferred Language  
Status of all Applications Associated with Client  
Current and Former Addresses  
Certification Type  
Red Seal Certification Details  
Highest Education Level  
Year of Completion of Highest Education Level  
Employer Name  
Occupation  
Jurisdiction in which the Red Seal Application was made  
Status of Application  
Equity Group  
Received Date  
Rejection Details  
Rejection Lifted Details  
Approval Details  
Jurisdictional Application Number (may be a system generated number)  
Trade or vocational School  
Rewrite Eligibility  
Earliest Rewrite Date  
Comments on Application  
Trade Qualifier Certificates Held  
Apprenticeship Certification Details  
Exam Tombstone Information  
Exam Delivery Method  
Exam Registration Details  
Exam Pass/Fail  
Exam Results Detail  
Status of Exams  
Exam Written/Assigned  
Exam Session Details



## **Schedule “D” to the ICEMS Multilateral Personal Information Sharing Agreement**

### **Schedule of Information for Disclosure to Statistics Canada**

#### **RAIS Data (Client Information)**

Reporting Year (including month)  
Identification Number  
Province Identification  
Gender  
Date of Birth  
Red Seal Designator  
Trade Identifier  
Duration of Program  
Hours per Level  
Current Year or Level of Program  
Registration Status  
Status at end of Reporting Period  
Type of Certificate Granted  
Date of Registration  
Type of Indenture  
Type of Institutional Training  
Expected Time of Completion  
Date Certificate Granted  
Reason for leaving Program  
In-School Credits  
On-the-Job Training Credits  
Prior Trade Certification  
Residence Twelve Months Prior

#### **Personal Identifying and Contact Information (Survey Information)**

First Name  
Middle Name  
Last Name  
Former Last Name (if collected)  
Preferred Name (if collected)  
Gender  
Date of Birth  
Preferred Language  
Current and Former Addresses  
Telephone Number

## **Schedule “E” to the ICEMS Multilateral Personal Information Sharing Agreement**

### **Schedule of Authorized Users**

Government of British Columbia:	Industry Training Authority
Government of Alberta:	Alberta Apprenticeship and Industry Training
Government of Saskatchewan:	Apprenticeship and Trade Certification Commission
Government of Manitoba:	Apprenticeship Branch, Manitoba Advanced Education and Training
Government of Ontario:	Workplace Training Branch, Ministry of Training, Colleges and Universities
Government of Quebec:	Emploi-Quebec
Government of New Brunswick:	Training and Employment Development, Apprenticeship and Occupational Certification
Government of Prince Edward Island:	Department of Education, Continuing Education and Training Division, Apprenticeship Section
Government of Nova Scotia:	Nova Scotia Department of Education, Apprenticeship Training and Skill Development Division
Government of Newfoundland and Labrador:	Department of Education
Government of Northwest Territories:	Department of Education, Culture and Employment
Government of Yukon Territory:	Department of Education
Government of Nunavut Territory:	Department of Education