**CONFIDENTIALITY AGREEMENT BETWEEN**

**<Medical Practice or Doctor’s Name> (“Medical Practice”)**

**and**

**<Name of Service Provider> (“Service Provider”)**

The Service Provider hereby acknowledges that all personal information is confidential and highly sensitive, and

1. represents that it is aware of and fully compliant with BC’s Personal Information Protection Act (PIPA) and agrees to comply with that Act;
2. represents that it has safeguards in place, equal or superior to the Medical Practice, to protect the security of personal information;
3. agrees that it will not use or disclose any personal information (whether received or created before or after the date of this agreement) except for the purposes necessary to perform services for the Medical Practice, as set out in the service contract entered into between the Service Provider and the Medical Practice on <Date> (“service agreement”) or with the prior written consent of the Medical Practice in its sole discretion or as compelled by law.

If it is necessary for the Service Provider to disclose personal information for the performance of services for the Medical Practice, the Service Provider must get the prior written consent of the Medical Practice.

If the Service Provider receives a request or is required by law to disclose personally identifiable information, the Service Provider shall, as permitted by law, immediately notify the Medical Practice of the existence of, and the terms and circumstances surrounding, the request or requirement, consult with the Medical Practice on the advisability of taking legally available steps to resist or narrow the request or lawfully avoid the requirement, and at the request of the Medical Practice, take all necessary steps to seek a protective order or other appropriate remedy.

1. agrees that there will be no disclosure of personal information outside of Canada and no access to this information from outside Canada without prior consent from the Medical Practice;
2. agrees to securely dispose of, or return, all personal information once it is no longer required for the purposes specified in the service contract and to notify the Medical Practice within a reasonable time thereafter that this has been done and how it has been done;

The Service Provider hereby acknowledges and agrees that any breach of this agreement may result in termination of the service agreement and in penalties as provided by PIPA, and agrees to indemnify and hold harmless the Medical Practice from any and all loss, liability, cost or expense caused in whole or in part by the Service Provider’s breach of any provision of this agreement.

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| **Authorized Signatory**  | **Name:**(please print) |  |
|  |  |  |
|  | **Signature:** |  |
|  |  |  |
|  | **Date:**(mm/dd/yy) |  |

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| **Witness (Privacy Officer)** | **Name:**(please print) |  |
|  |  |  |
|  | **Signature:** |  |
|  |  |  |
|  | **Date:**(mm/dd/yy) |  |