

Contract Policy



Department	Reference Number	Organizational Scope	ICES Site	IPC Scope
PLO	012-00-00	ICES Network	ICES Network	All Acts
Original Date (YYYY-MM-DD)	Current Version (YYYY-MM-DD)	Review Frequency	Next Review (Month YYYY)	Supersedes (if applicable)
2022-09-30	2025-10-31	Triennial	October 2028	2022-09-30
Authority (Title)		Chief Executive Officer		
Policy Owner (Title)		Chief Privacy and Legal Officer		
Required Reviewers (Titles)		Director, Finance		

Please refer to the [glossary](#) for bolded terms and their definitions.

Provisions highlighted in grey are not yet in effect and are subject to review and approval by the Information and Privacy Commissioner.

1.0 PURPOSE

- 1.1 This policy summarizes the expectations, conditions, and obligations of **ICES Agents** with respect to the management, accountability, and oversight of contracts.
- 1.2 ICES is a **Prescribed Entity** under the following statutes:
 - 1.2.1 *Personal Health Information Protection Act* (“**PHIPA**”)
 - 1.2.2 *Coroners Act*
 - 1.2.3 *Child, Family and Youth Services Act* (“**CYFSA**”)
- 1.3 As a Prescribed Entity, ICES may have additional obligations to reflect in agreements when contracting with individuals and organizations. This policy also summarizes some of these circumstances and applicable policies, standards, and procedure for these circumstances.

2.0 SCOPE

- 2.1 This policy applies to all ICES Agents, which are individuals or organizations who sign an **ICES Agent and Confidentiality Agreement** (“**ICES Agent CA**”), as further detailed in section 4.3 below.

3.0 ROLES AND RESPONSIBILITIES

- 3.1 Chief Privacy and Legal Officer (“**CPLO**”)
 - 3.1.1 Accountable for compliance with this policy.
 - 3.1.2 Approves any contract templates used at ICES.

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- 3.1.3 Delegates oversight for contract development and management across ICES to designated ICES Agents as set out in the *Contract Review Procedure*.
- 3.2 Managing Legal Counsel
 - 3.2.1 Oversees **Data Sharing Agreement (“DSA”)** logging processes.
- 3.3 Legal Services
 - 3.3.1 Ensure legal agreements address the required information when it relates to ICES’ obligations as a Prescribed Entity.

4.0 DETAILS

4.1 Contract process requirements

- 4.1.1 To ensure corporate oversight, accountability, and transparency while limiting liability and ICES’ exposure to risk, all contracts either created or received at ICES must be developed and managed in accordance with applicable policies, standards, and procedures, including but not limited to:
 - (a) *Data Sharing Review and Execution Procedure*
 - (b) *Contract Review Procedure*
- 4.1.2 The CPLO must approve any contract templates used at ICES.
- 4.1.3 All contracts must be signed in accordance with the *Signing Authority Policy*.

4.2 General principles

- 4.2.1 Contracts should be negotiated in a manner that:
 - (a) Respects ICES’ status as an equal player in transactions and that reflects ownership of contracts to which ICES is a named party.
 - (b) Minimizes ICES’ exposure to risk, including negotiating terms and orderly negotiations.
- 4.2.2 Contracts should include only those commitments that are consistent with ICES’ existing policies, standards, and procedures, unless an exception is approved in accordance with the *Change Management and Exception Policy*.
- 4.2.3 Contracts should reflect generally accepted legal practices, norms, and contract law principles, such as internal and external legal consistency (e.g. contracts that pass legal muster, withstand scrutiny by a judicial/arbitration decisionmaker, etc.)
- 4.2.4 **Conflicts of Interest (“COIs”)** should be avoided during the review/negotiation process to ensure the best interested of ICES is preserved, as further set out in the *Conflict of Interest Policy*. For example:
 - (a) A **Requestor** does not sign a contract they have requested.
 - (b) Requestors do not facilitate internal stakeholder feedback due to an actual, perceived, or potential COI.
- 4.2.5 Where commitments in contracts give rise to contingent liabilities (e.g., real, potential, immediate, or future risk), these risks must be assessed and mitigated in accordance with the *Risk Management Policy*.

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- (a) **Residual Risks** must be documented and tracked in the **Risk Register** in a manner that reflects ICES' overall accountability under the contract and enables corporate transparency and oversight.

4.3 ICES Agents

- 4.3.1 "Agent" is a legal term for a person who is legally authorized to act on behalf of another person (called the "principal"). In this case, the corporation of ICES, as a legal person, is the principal.
- 4.3.2 In accordance with the *ICES Agent Policy*, individuals must execute an ICES Agent CA to be an ICES Agent. ICES Agents are bound by the obligations set out in the ICES Agent CA, which adheres to the information requirements set out in the *ICES Agent and Confidentiality Agreement Standard*.
- 4.3.3 An individual or organization that is not an ICES Agent does not have any authority to act or make decisions and representations for or on behalf of ICES or ICES Agents.
- 4.3.4 Examples of ICES Agents include **ICES Employees, Site Employees, ICES Scientists, ICES Students, ICES Trainees**, and many **Third Party Service Providers ("TPSPs")**.
- 4.3.5 While many individuals may be ICES Agents, ICES Employees are only individuals who sign an employment agreement with ICES, the not-for-profit legal corporation (commonly referred to as **ICES Central**).

4.4 Third Party Service Providers

- 4.4.1 In accordance with the *Third Party Service Provider Policy*, ICES must enter into legal agreements with TPSPs when ICES is receiving goods and/or services.
- 4.4.2 In most circumstances, the TPSP acts as an ICES Agent under the terms of the agreement, however there are some instances where that may not be the case, as further set out in the *Third Party Service Provider Policy*.
- 4.4.3 In addition to any requirements set out in the *Third Party Service Provider Policy*, agreements between ICES and TPSPs must adhere to the *Third Party Service Provider Standard* if the TPSP will be accessing and using Restricted Information.

4.5 Collaborating Researchers

- 4.5.1 **Collaborating Researchers** may receive **Aggregate Data (Summary Output)** because they are part of a **Project Team** for an **ICES Project**. However, they are not ICES Agents.
- 4.5.2 In accordance with the *Disclosure of ICES Data Policy*, Collaborating Researchers must sign a "Collaborating Researcher Non-Disclosure Agreement" with ICES prior to receiving Aggregate Data (Summary Output).

4.6 Data Sharing Agreements

4.6.1 DSA terminology

- (a) At ICES, legal agreements governing the collection and disclosure of **Personal Health Information ("PHI")**, **Personal Information ("PI")**, and **Other Identifiable Data** are often referred to as DSAs. However, the specific requirements for these DSAs vary depending on factors such as:
 - (i) The nature of the specific data contemplated in the agreement;

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- (ii) The planned collection, use, and/or disclosure of that data; and
- (b) ICES' obligations with regards to DSAs also depend on factors such as the above and also depend on ICES' obligations as a Prescribed Entity.

4.6.2 Requirements prior to DSAs

- (a) DSAs must always be completed prior to the collection and/or disclosure of **Identifiable Information** (when in the form of PHI/PI or Other Identifiable Data)
- (b) When entering into DSAs, the requirements set out in the below policies must first be met, including but not limited to completion of a **Privacy Impact Assessment ("PIA")**:
 - (i) *Collection of ICES Data Policy*
 - (ii) *Disclosure of ICES Data Policy*
 - (iii) *Section 52.1(1) Agreement Policy* (for PI under the *Coroners Act* only)

4.6.3 Planned activities and applicable agreement standards

- (a) As a Prescribed Entity, ICES requires specific information to be addressed in certain types of agreements depending on the planned activities. Legal Services is responsible for ensuring this information is addressed in the executed agreements.
- (b) The below table identifies the applicable standards at ICES that apply in different circumstances. These standards set out the required information to be addressed in the agreements:

Planned Activity	Personal Health Information (PHIPA)	Personal Information (Coroners Act)	Personal Information (CYFSA)
Collection and use by ICES	<i>Data Sharing Agreement Standard</i>	<i>Section 52.1(1) Agreement Standard</i>	<i>Data Sharing Agreement Standard</i>
Disclosure by ICES for Third Party Research Projects	<i>Research Agreement Standard</i>	<i>Research Agreement Standard</i>	N/A – ICES does not permit disclosure
Disclosure by ICES for purposes other than Third Party Research Projects	<i>Data Sharing Agreement Standard</i>	<i>Section 52.1(1) Agreement Standard</i>	N/A – ICES does not permit disclosure

4.6.4 Logging and information management of DSAs

- (a) Managing Legal Counsel is responsible for the oversight of DSA logging processes in ICES' contract management software ("**CMS**"), which includes but is not limited to:
 - (i) Uploading the executed DSA into the CMS; and
 - (ii) Inputting the required information for the CMS record.
- (b) At minimum, CMS records must include:
 - (i) The information contained in [Appendix A](#) when ICES is disclosing PHI or PI (*Coroners*) for **Third Party Research Projects ("TPR Projects")**; and
 - (ii) The information contained in [Appendix B](#) for all other applicable circumstances.

- (c) In some instances, ICES Agents from other departments may be responsible for inputting information into the CMS record after the execution of the DSA, however overarching responsibility remains with Managing Legal Counsel.

5.0 RELATED DOCUMENTATION

5.1 Policies

- 5.1.1 *Change Management and Exceptions Policy*
- 5.1.2 *Collection of ICES Data Policy*
- 5.1.3 *Conflict of Interest Policy*
- 5.1.4 *Disclosure of ICES Data Policy*
- 5.1.5 *ICES Agent Policy*
- 5.1.6 *Risk Management Policy*
- 5.1.7 *Section 52.1(1) Agreement Policy*
- 5.1.8 *Signing Authority Policy*
- 5.1.9 *Third Party Service Provider Policy*

5.2 Standards

- 5.2.1 *Data Sharing Agreement Standard*
- 5.2.2 *ICES Agent and Confidentiality Agreement Standard*
- 5.2.3 *Research Agreement Standard*
- 5.2.4 *Section 52.1(1) Agreement Standard*
- 5.2.5 *Third Party Service Provider Standard*

5.3 Procedures

- 5.3.1 *Contract Review Procedure*
- 5.3.2 *Data Sharing Review and Execution Procedure*

5.4 Tools

5.5 Guidelines

6.0 TRAINING AND COMMUNICATION

- 6.1 Policies, standards, and procedures are available on the **ICES Intranet**.
- 6.2 This policy and any related standards and/or administrative procedures are communicated to all **ICES Agents** across the **ICES Network** during onboarding and on a yearly basis. Policy awareness is also supported and promoted by the policy's **Owner**.
- 6.3 Once new policies, standards, and procedures are published to the ICES Intranet, they are communicated to ICES Agents on the **ICES Intranet** and through ICES' weekly email with the organization's internal updates.

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7.0 COMPLIANCE AND ENFORCEMENT

- 7.1 ICES Agents must comply with all applicable policies, standards, and procedures.
- 7.2 ICES Agents must notify a Privacy and/or Security **Subject Matter Expert (“SME”)** at the first reasonable opportunity if they breach or believe there has been a breach of ICES’ privacy and security policies, standards, or procedures in accordance with applicable policies and standards, including:
 - 7.2.1 *Privacy Breach Management Policy*
 - 7.2.2 *Security Incident Management Standard*
- 7.3 Enforcement of compliance with this policy is the responsibility of the ICES Agent identified as the Authority of this policy.
- 7.4 All violations of policies, standards, and procedures may be subject to a range of **Disciplinary Actions** in accordance with applicable policies, including:
 - 7.4.1 *Discipline and Corrective Action Policy*
 - 7.4.2 *Termination of Employment Policy*
 - 7.4.3 *Discipline and Corrective Action in Relation to ICES Data Policy*
 - 7.4.4 *Termination or Cessation of Employment or Contractual Relationship in Relation to ICES Data Policy*
- 7.5 Compliance is subject to audit in accordance with applicable policies, including:
 - 7.5.1 *Privacy and Security Audit Policy*

8.0 EXCEPTIONS

- 8.1 Any exceptions requested pursuant to this policy must be in accordance with applicable policies, including:
 - 8.1.1 *Ongoing Review of ICES’ Policy Suite Policy*
 - 8.1.2 *Change Management and Exceptions Policy*
- 8.2 Exceptions cannot relieve ICES of its legal requirements, including but not limited to those established under:
 - 8.2.1 *Personal Health Information Protection Act, 2004 (“PHIPA”)* and its regulation;
 - 8.2.2 *Coroners Act* and its applicable regulations;
 - 8.2.3 *Child, Youth and Family Services Act, 2017 (“CYFSA”)* and its applicable regulations; and
 - 8.2.4 The **IPC Manual, Coroners Addendum, and CYFSA Addendum.**

9.0 CHANGE TABLE

Change Date (YYYY-MM-DD)	Change Notes
2025-10-31	<ul style="list-style-type: none"> ■ Revised to incorporate sections 4.3 – 4.6, Appendix A, Appendix B in order to centralize contract information in one policy

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Appendix A

Planned Activity	Personal Health Information (PHIPA)	Personal Information (Coroners Act)	Personal Information (CYFSA)
Collection and use by ICES	<i>Data Sharing Agreement Standard</i>	<i>Section 52.1(1) Agreement Standard</i>	<i>Data Sharing Agreement Standard</i>
Disclosure by ICES for Third Party Research Projects	<i>Research Agreement Standard</i>	<i>Research Agreement Standard</i>	N/A – ICES does not permit disclosure
Disclosure by ICES for purposes other than Third Party Research Projects	<i>Data Sharing Agreement Standard</i>	<i>Section 52.1(1) Agreement Standard</i>	N/A – ICES does not permit disclosure

TPR Projects Logging – required information
At minimum, the following information must be captured in the CMS for each executed legal agreement highlighted in yellow in the above table
1. The name of the research study
2. The name of the Third Party Researcher to whom the Identifiable Information is being disclosed.
3. The date(s) of receipt of the written applicable, the written research plan, and the written decision of the Research Ethics Board approving the research plan
4. For PI that ICES initially collected under the <i>Coroners Act</i> , the date the Chief Coroner consented to disclosure of PI for the TPR Project
5. For PI that ICES initially collected under the <i>Coroners Act</i> , the specific purpose of the research, and confirmation that the purpose of the research is related to the health or safety of the public or any segment of the public
6. The date the PIA was completed (as the date of approval to disclose the Identifiable Information)
7. The date the agreement was executed
8. The date the Identifiable Information was disclosed,
9. The nature of the Identifiable Information disclosed
10. The retention period of the Identifiable Information set out in the agreement
11. Whether the Identifiable Information will be securely returned or securely disposed of following the retention period of the agreement
12. Whether the Identifiable Information will be de-identified and retained following the retention period of the agreement
13. The date the Identifiable Information was securely returned, or a Certificate of Destruction was received, or the date by which they must be returned, disposed of, or de-identified.

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Appendix B

Planned Activity	Personal Health Information (PHIPA)	Personal Information (Coroners Act)	Personal Information (CYFSA)
Collection and use by ICES	Data Sharing Agreement Standard	Section 52.1(1) Agreement Standard	Data Sharing Agreement Standard
Disclosure by ICES for Third Party Research Projects	Research Agreement Standard	Research Agreement Standard	N/A – ICES does not permit disclosure
Disclosure by ICES for purposes other than Third Party Research Projects	Data Sharing Agreement Standard	Section 52.1(1) Agreement Standard	N/A – ICES does not permit disclosure

DSA Logging – required information
At minimum, the following information must be captured in the CMS for each executed legal agreement highlighted in yellow in the above table
1. The name of the person or organization from whom ICES collected Identifiable Information and/or disclosed Identifiable Information
2. The purpose of the collection or the disclosure Note: ICES does not permit disclosures of PI initially collected under the CYFSA unless required by law.
3. The date the DSA was executed
4. The date the Identifiable Information was collected or disclosed, as the case may be.
5. The nature of the Identifiable Information subject to the DSA
6. The retention period of the Identifiable Information set out in the DSA
7. The date of termination of the DSA
8. Whether the Identifiable Information will be securely returned or securely disposed of following the retention period or termination date of the DSA
9. The date the Identifiable Information was securely returned or a Certificate of Destruction was provided or the timeframes by which the Identifiable Information must be returned or disposed of.