# Model service‑sharing agreement

This document is a **model** for an agreement for the provision of access to information and privacy (ATIP) services under section 96 of the *Access to Information Act* (ATIA) and section 73.1 of the *Privacy Act* (rendered non-specific).

Section 96 of the ATIA and section 73.1 of the *Privacy Act* contain no requirements for the format of any written agreement on shared ATIP services. Organizations can modify this model to suit their requirements.

Agreement on the Provision of Services Related to Access to Information and Privacy

between

[**provider name**] (the provider)

and

[**client name**] (the client), “the parties”

# Document change control

The table below contains the revision number, the date of the revision, the author responsible for the changes, and a short description of the context or the scope of the changes involved.

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| **Revision number** | **Date** | **Author** | **Description of revision** |
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## 1. Introduction

* 1. The *Access to Information Act* (ATIA) and the *Privacy Act* allow a government institution to provide services related to access to information and privacy (ATIP) to another government institution that is presided over by the same Minister or that is under the responsibility of the same Minister.[[1]](#footnote-2) To enter into such an arrangement, the two institutions must have a written agreement.[[2]](#footnote-3)
  2. In light of the above, this is an agreement between the client and the provider. Both of them are presided over by or are under the responsibility of the Minister of [portfolio].
  3. Under this agreement, the provider will provide services related to ATIP to the client until the client can provide these services itself. See Appendix A for the legal framework for the provision of services related to ATIP.
  4. Both parties agree that the following principles will guide their relationship for the duration of this agreement:
     1. The client continues to be subject to the ATIA and the *Privacy Act* when its [CEO or other title] delegates any of their powers, duties or functions under the ATIA or the *Privacy Act* to the provider’s employees for the purpose of enabling the provider to provide ATIP-related services to the client.
     2. All information provided and handled under this agreement is subject to the applicable legislation, as well as to the Treasury Board *Policy on Government Security* and related directives and standards.
     3. The parties use a collaborative approach to problem-solving that focuses on gaining insights to find a resolution.

## 2. Objectives

* 1. This agreement sets out the roles and responsibilities for the provision of services related to the ATIA and the *Privacy Act* by the provider to the client (see Appendix B).
  2. This agreement also sets out the details of the provision of these services by the provider to the client, including service‑specific roles and responsibilities for the provider and the client, performance targets (see Appendix C), and reporting requirements.

## 3. Designated officials

The following designated officials are responsible for approving the content of this agreement and for signing this agreement:

1. For the client:

* [for example, the head of the institution, the CEO or the corporate secretary]

1. For the provider:

* [for example, the head of the institution, the CEO or the corporate secretary]

## 4. Organizational contacts

The following organizational contacts are responsible for administering and implementing this agreement:

1. For the client:

* [for example, the senior director, Corporate Services]

1. For the provider:

* [for example, the director, ATIP]
* [for example, the director, Privacy Management Division]

## 5. Coming into force and duration

This agreement comes into force once both designated officials have signed it. It will remain in force unless it is terminated in accordance with clause 6.

## 6. Termination

6.1 Either of the designated officials may terminate this agreement.

6.2 If a party’s designated official wants to terminate this agreement, they must send the other party’s designated official a written request by email.

## 7. Annual review

7.1 To make sure this agreement remains effective and appropriate, and to identify required amendments, the parties’ organizational contacts will review it to assess the services rendered by the provider from the date the agreement comes into force up to and including the last day of every fiscal year, starting in [20XX–XX].

7.2 All annual reviews will proceed as follows:

1. The parties’ organizational contacts will meet to do the review. Other representatives of the parties may attend these meetings.
2. The meetings will include a discussion of:
   * + the provider’s performance
     + the client’s performance
     + deviations from expected performance
     + services that need adjustment
     + amendments to the agreement
     + continuation of the agreement
3. The parties’ organizational contacts will track all proposed amendments to this agreement and will report them to both designated officials for decision.

## 8. Amendments

8.1 This agreement may be amended at any time with the consent of both designated officials.

8.2 Every amendment to this agreement must be made in writing and be signed by both designated officials.

8.3 Every amendment to this agreement that is proposed outside of the review process described in clause 7 must be presented to and discussed with the other party as soon as possible and according to the following procedure:

1. A party’s organizational contact will submit, in writing, every proposed amendment to the other party’s organizational contact, as the first level of review.
2. The parties’ organizational contacts will agree on a reasonable time period for considering and discussing the proposed amendments.

## 9. Resolution of issues

Any disagreement about this agreement, including a disagreement about fees, that the parties’ organizational contacts cannot resolve will be presented to the designated officials for resolution.

## 10. Information management

During the life of this agreement and after it has terminated, the parties agree to manage all information they create, collect, use, retain, dispose of and disclose for the purposes of implementing this agreement in accordance with applicable federal legislation and policies, and in keeping with the *Privacy Act*’s principles of confidentiality, accuracy and relevance.

## 11. Roles and responsibilities for administering terms of agreement

11.1 The parties are accountable to the portfolio minister, Parliament and Canadians for achieving the objectives of this agreement. The parties recognize that this accountability requires an effective working relationship. They will do their best to fulfill their responsibilities and maintain the level of service specified in this agreement.

11.2 The provider and the client are jointly responsible for:

* approving the terms and conditions of this agreement
* outlining the type and level of service expected
* making sure service performance meets business requirements
* cooperating on implementing and monitoring the provisions of this agreement effectively and efficiently
* managing working groups consisting of representatives of both parties that discuss business requirements, consider business impacts and risk assessments, and identify and resolve operational and other issues
* assigning individuals with appropriate skills, experience and authority to serve on the working groups

11.3 The provider will:

* provide the systems and services specified in Appendix B, including the related systems of internal controls
* monitor performance

The client will:

* align its internal business requirements pertinent to this agreement with those of the provider
* fulfill the responsibilities specified in Appendix B
* manage data integrity and accuracy
* manage relationships with end-users
* interpret end-users’ issues, requirements and constraints

## 12. Financial considerations

12.1 The provider will provide to the client the ATIP services described in this agreement for $XX,XXX a year. This amount is an estimate based on the salary rates set out in the [for example, Program Management (PM) collective agreement] that was in effect when this agreement was signed.

12.2 The fee the provider charges for the services provided under this agreement must not exceed the cost of providing these services.

12.3 The estimated fee will be amended if the projected costs of providing the services covered by this agreement are higher or lower than anticipated.

12.4 Every quarter, the provider will share with the client detailed financial information on the nature and extent of the activities performed to fulfill the agreement, including expenses incurred for specific significant services.

12.5 The client will pay the provider all fees related to this agreement by interdepartmental settlement.

12.6 The provider will initiate the interdepartmental settlement process, which will generate a transaction that will be sent to the client for payment.

12.7 The client will provide the following information to the provider so that payment can be made by interdepartmental settlement:

* department number
* IS organization number
* IS reference number

12.8 Costs incurred by the provider for services provided under this agreement will be charged to an operating account. If the provider requires information from the client to support the allocation of costs for these services, the client will provide it.

## 13. Audit

If the provider conducts an internal audit and review of the operation of the services covered by this agreement, the provider will share any findings with the client.

[signature]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of [provider] by [title of designated official identified in section 3] in [location] on [month] [day], [year]

[signature]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed on behalf of [client] by [title of designated official identified in section 3] in [location] on [month] [day], [year]

# Appendix A: Legal framework for the provision of services related to access to information and privacy

The following is the legal framework that applies to this agreement:

1. A government institution may provide services related to any power, duty or function conferred or imposed on the head of a government institution under the *Access to Information Act* (ATIA) or the *Privacy Act* to another government institution that is presided over by the same minister or that is under the responsibility of the same minister and may receive such services from any other such government institution.[[3]](#footnote-4)
2. A government institution may provide services related to any power, duty or function conferred or imposed on the head of a government institution under the ATIA or the *Privacy Act* to another government institution only if it enters into an agreement in writing with the other government institution in respect of these services before it provides them.[[4]](#footnote-5)
3. The head of a government institution that receives services related to access to information must provide a copy of the agreement to the Information Commissioner of Canada and the President of the Treasury Board as soon as possible after the agreement is entered into. The head of the institution must also notify the Information Commissioner of Canada and the President of the Treasury Board of any material change to that agreement.[[5]](#footnote-6)
4. The head of a government institution that receives services related to privacy must provide a copy of the agreement to the Privacy Commissioner of Canada and to the President of the Treasury Board as soon as possible after the agreement is entered into. The head of the institution must also notify the Privacy Commissioner of Canada and the President of the Treasury Board of any material change to that agreement.[[6]](#footnote-7)
5. The head of a government institution may, for the purpose of providing services related to access to information or privacy, by order, delegate any of their powers, duties or functions under the ATIA and the *Privacy Act* to one or more officers or employees of another government institution.[[7]](#footnote-8)
6. The head of a government institution that provides these services may charge a fee for them. The fee must not exceed the cost of providing the service.[[8]](#footnote-9)
7. The records that the head of a government institution provides to the head of another government institution so that the other institution can provide services related to access to information are not under the control of that other institution.[[9]](#footnote-10)
8. The personal information that the head of a government institution provides to the head of another government institution so that the other institution can provide services related to privacy is not under the control of that other institution.[[10]](#footnote-11)

# Appendix B: Roles and responsibilities

[The roles and responsibilities in the following chart assume that the head of the client institutionhas delegated **all** authorities under the *Access to Information Act* (ATIA) and the *Privacy Act* to the provider.]

***Access to Information Act* requests**

| **Activity** | **Client** | **Provider** |
| --- | --- | --- |
| Processing access to information (ATI) requests | * Support the processing of formal ATI requests within the timelines indicated in Appendix C (for example, by forwarding requests, identifying records and reviewing release packages) * Participate, with the provider, in consultations with other government institutions or with the Office of the Information Commissioner (OIC) * Support the processing of informal requests (for example, by forwarding requests, identifying records and reviewing release packages) * Apply Library and Archives Canada standards for retention and disposal of records | * Process formal ATI requests within the timelines indicated in Appendix C (for example, by providing access to information request handling, coordination and processing services for records under the client’s control) * Lead consultations with other government departments * Work with the OIC to respond to complaints from requesters * Process informal requests for access to information under the client’s control |
| ATI summaries | * Review monthly ATI summaries to confirm whether they should be withheld, for example if the requests contain information uniquely of interest to the requester | * Prepare the client’s ATI summaries * Analyze and make a recommendation on the publication of the ATI summaries * Consult the client about the ATI summaries * Publish the client’s ATI summaries on the Open Government portal every month |
| ATI training | * Inform the provider of guidance, tools and training needs | * Help the client fulfill their responsibilities under the *Access to Information Act* (ATIA), by, for example, providing tools, processes and training to the client’s employees based on mutually agreed upon timeframes |
| ATIA liaison activities | * Inform the provider of the establishment of, and any changes in, the access to information and privacy (ATIP) liaison function | * Advise the client on establishing an ATIP liaison function * Liaise with the OIC on client‑related matters and inform the client of communications between the provider and the OIC |

***Access to Information Act*: Proactive publication**

| **Activity** | **Client** | **Provider** |
| --- | --- | --- |
| Proactive publication of the client’s material | * Develop internal processes for the proactive publication of material. These processes must include:   + compiling material   + translating the material * Provide material for proactive publication to the provider for publication * Approve material for publication following the review by the provider | * Provide pre-publication review of the client material and make a recommendation to the client on publication * Publish the client’s approved material for proactive publication |

***Access to Information Act*: General**

| **Activity** | **Client** | **Provider** |
| --- | --- | --- |
| ATIA reporting | * Review and approve the annual report on the administration of the ATIA | * Draft and table the client’s annual report on the administration of the ATIA * Provide a copy of the client’s annual report to the President of the Treasury Board |
| Provision of this agreement | * Provide a signed copy of this agreement, and any signed amended copies, to the Information Commissioner and the President of the Treasury Board as soon as possible after the designated officials enter into or amend this agreement * Inform the Information Commissioner and the President of the Treasury Board as soon as possible after the designated officials terminate this agreement |  |
| ATIA delegation  order | * In consultation with the provider, develop and implement a delegation order for ATIA activities |  |

***Privacy Act* activities provided by ATIP Operations**

| **Activity** | **Client** | **Provider** |
| --- | --- | --- |
| Processing personal information requests | * Support the processing of formal requests within timelines indicated in Appendix C (for example, by forwarding requests, identifying personal information records and reviewing release packages) * Participate, with the provider, in consultations with other government institutions or with the Office of the Privacy Commissioner (OPC) * Support the processing of informal requests (for example, by forwarding requests, identifying records and reviewing release packages) * Apply Library and Archives Canada standards for retention and disposal of records | * Process formal requests within given timelines indicated in Appendix C (for example, by providing personal information request handling, coordination and processing services for personal information held under the client’s control) * Lead consultations with other government departments * Work with the OPC to resolve complaints from requesters * Process informal requests for personal information under the client’s control |
| Personal information request training | * Inform the provider of guidance, tools and training needs | * Help the client fulfill their responsibilities under the *Privacy Act* in relation to processing requests, by, for example, providing tools, processes and training to the client’s employees based on mutually agreed upon timeframes |
| *Privacy Act* liaison activities | * Inform the provider of the establishment of, and any changes in, the ATIP liaison function | * Advise the client on establishing an ATIP liaison function * Liaise with the OPC on client‑related matters and inform the client of communications between the provider and the OPC |
| *Privacy Act* reporting | * Review and approve the annual report on the administration of the *Privacy Act* | * Draft and table an annual report on the administration of the *Privacy Act* * Provide a copy of the client’s annual report to the President of the Treasury Board |
| Provision of this agreement | * Provide a signed copy of this agreement, and any signed amended copies, to the Privacy Commissioner and the President of the Treasury Board as soon as possible after the designated officials enter into or amend this agreement * Inform the Privacy Commissioner and the President of the Treasury Board as soon as possible after the designated officials terminate this agreement |  |
| *Privacy Act* delegation order | * In consultation with the provider, develop and implement a delegation order for *Privacy Act* activities |  |

***Privacy Act* activities provided by Privacy Management Division**

| **Activity** | **Client** | **Provider** |
| --- | --- | --- |
| Privacy management related issues and privacy practices advice and guidance | * Provide descriptions of its business plans, roles, responsibilities and authorities so that the provider can forecast potential privacy issues * Where feasible, implement advice on privacy practices * Inform the client senior management of privacy related sensitivities within files and engage the client’s communications function for the preparation of media lines * With the provider’s support, develop:   + privacy impact assessments   + Personal Information Banks (PIBs)   + privacy protocols   + information sharing agreements and arrangements (ISAs)   + contracts   + Privacy Notice and consent statements * Approve and publish Info Source on the client’s website * Retain copies of information subject to new disclosures | * In collaboration with the client, identify potential privacy related issues based on ongoing analysis and review of the client’s business and functions * Provide advice to the client on privacy practices, including on:   + privacy impact assessments   + privacy protocols   + ISAs   + contracts   + permissible disclosures * Liaise with OPC and Treasury Board Secretariat (TBS) on new programs that involve personal information, privacy impact assessments, new consistent uses, provision of contracts and ISAs, disclosures under paragraphs 8(2)(e) and 8(2)(m) of the Act * Register, modify, transfer or terminate PIBs for the client with TBS * Draft Info Source for the client * Approve disclosures under paragraphs 8(2)(j) and 8(2)(m) of the Act * Review and approve Privacy Notice and consent statements |
| Management of privacy breaches | * Report all privacy breaches and contextual information to the provider * Implement advice and guidance on privacy breaches | * Provide advice and guidance to the client on how to handle privacy breaches * Determine whether a privacy breach is material * Report material privacy breaches to the OPC and to TBS within seven days of determining that they are material |
| Privacy-related training | * Inform the provider of guidance, tools and training needs | * Help the client fulfill their responsibilities under the *Privacy Act* by, for example, providing tools, processes and training on privacy management to the client’s employees based on mutually agreed upon timeframes |

# Appendix C: Service levels and performance targets for formal requests

The following table lists tasks and timelines relating to service levels and performance targets, and to the parties’ regular operations.

Pursuant to the *Access to Information Act* (ATIA) and the *Privacy Act*, government institutions shall respond to ATIA and *Privacy Act* requests within **30 calendar days** after the request is received. If the 30‑day time limit is extended pursuant to the ATIA or the *Privacy Act*, the timelines in the table can be adjusted if the provider and the client agree.

| **Task** | **Timeline** |
| --- | --- |
| The client sends the ATIP request to the provider. | Within **one business day** of receipt of an ATIP request |
| The provider tasks the client’s organizational contact with retrieving the records and personal information relevant to the request (unless request processing has been put on hold pending clarification from the requester or clarification is required from the client in order for the provider to proceed with the tasking). | Within **two** **business days** of receipt of an ATIP request |
| The client provides the relevant records and personal information to the provider’s organizational contact, along with any recommendations and contextual information for processing the ATIP request. | Within **five business days** of being tasked with the retrieval of records and personal information |
| The provider reviews the relevant records and personal information and applies appropriate exemptions and exclusions under the ATIA and the *Privacy Act*, if any, and then informs the client of any exemptions and exclusions applied. | Within **eight business days** of receipt of relevant records and personal information |
| The provider sends the client the final release package containing the provider’s proposed exemptions and exclusions under the ATIA or the *Privacy Act.* | Within **one business day** of conclusion of the analysis of relevant records and personal information |
| The client reviews the final release package and contacts the provider if it has any concerns about the exemptions and exclusions. | Within **two business days** of receipt of the analysis |
| The provider approves and provides the final release package to the requester and provides a copy to the client. | Within **two business days** ofclient approval of the release package |

1. . ATIA, subsection 96(1); *Privacy Act*, subsection 73.1(1). [↑](#footnote-ref-2)
2. . ATIA, subsection 96(2); *Privacy Act*, subsection 73.1(2). [↑](#footnote-ref-3)
3. . ATIA, subsection 96(1); *Privacy Act*, subsection 73.1(1). [↑](#footnote-ref-4)
4. . ATIA, subsection 96(2); *Privacy Act*, subsection 73.1(2). [↑](#footnote-ref-5)
5. . ATIA, subsection 96(3). [↑](#footnote-ref-6)
6. . *Privacy Act*, subsection 73.1(3). [↑](#footnote-ref-7)
7. . ATIA, subsection 95(2); *Privacy Act*, subsection 73(2). [↑](#footnote-ref-8)
8. . ATIA, subsection 96(4); *Privacy Act*, subsection 73.1(4). [↑](#footnote-ref-9)
9. ATIA, section 97. [↑](#footnote-ref-10)
10. *Privacy Act*, section 73.2. [↑](#footnote-ref-11)