

Memorandum of Understanding

Between

**The Governors of the University of
Lethbridge (the “Board”)**

and

**The University of Lethbridge
Faculty Association (“ULFA”)**

Confidentiality Agreements

Any capitalised terms or other terms used in this Memorandum of Understanding (MOU) with specific meaning prescribed in the Academic Staff Collective Agreement (ASCA) between the Board and ULFA (the Parties) have the same meaning in this MOU.

The Board and ULFA agree to the following resolution of a policy grievance claimed by ULFA on December 2nd, 2020, regarding the use of confidentiality agreements which ULFA claims could limit academic freedom for academic staff.

The Parties agree to one standard Employee Code of Conduct Confidentiality Agreement (henceforth called the Confidentiality Agreement) for ULFA Members on the following conditions:

- 1) Subject to applicable legislation, amendments to the agreed upon Confidentiality Agreement contained within this MOU must be mutually agreed upon by both Parties.
- 2) This will be the only Confidentiality Agreement that academic staff are obliged to sign as a condition of employment.
- 3) The Board will provide training to academic staff with respect to the nature and use of Confidential Information, consistent with this MOU.

The agreed upon Confidentiality Agreement is as follows:

Employee Code of Conduct Confidentiality Agreement for academic staff

I hereby agree to the following:

1. I will comply with all applicable privacy laws and regulations that apply to the collection, use and disclosure of personal information. For the purposes of this Confidentiality Agreement, Confidential Information means Personal Information as defined in the Freedom of Information and Protection of Privacy Act, RSA 2000 Chapter F-25. No Member may disclose such Confidential Information, except in accordance with the provisions of this Act.

2. This Confidentiality Agreement will not be interpreted or applied so as to limit or amend the provisions contained in the ASCA.
3. I will not access Confidential Information unless it is necessary for the performance of my duties in the course of my employment with the University of Lethbridge.
4. I will use Confidential Information only for the purposes for which it was collected.
5. When I become aware that Confidential Information has been lost or stolen; disclosed in an unauthorized way; or subject to a privacy breach; I will immediately disclose the matter to my Dean/University Librarian/the Associate Vice President, Human Resources, as appropriate.
6. I will maintain Confidential Information in strict confidence, disclosing it only to others at the University of Lethbridge authorized to receive it and who require it for the performance of their duties, or disclosing it to others outside of the University of Lethbridge only as allowable by law and by the code of conduct of a regulated profession.
7. This Agreement shall survive the conclusion of my employment at the University of Lethbridge.
8. I will immediately return to the University all electronic or written documents or records in my possession that contain, or may contain, Confidential Information at the conclusion of my employment.
9. If uncertain whether information is Confidential Information, I will check with my Dean/University Librarian before accessing, using or disclosing it.
10. I understand that a breach of confidentiality or misuse of Confidential Information could result in disciplinary action in accordance with the ASCA, up to and including termination of employment, and legal action during or following my employment with the University.



Board Representative

April 16, 2021

Date



ULFA Representative

April 15th, 2021

Date