

# **MULTI-LATERAL INFORMATION SHARING AGREEMENT (MLISA)**

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## **PARTIES**

### **BETWEEN:**

The Government of Canada as represented by the Minister of Health of the Government of Canada acting as the Minister responsible for the Department of Health and the Public Health Agency of Canada (“The Government of Canada”),

The Government of Alberta as represented by the Minister of Health for the Province of Alberta (“The Government of Alberta”),

The Government of British Columbia as represented by the Minister of Health for the Province of British Columbia (“The Government of British Columbia”),

The Government of Manitoba as represented by the Minister of Health for the Province of Manitoba (“The Government of Manitoba”),

The Government of New Brunswick as represented by the Minister of Health for the Province of New Brunswick (“The Government of New Brunswick”),

The Government of Newfoundland and Labrador as represented by the Minister of Health and Community Services, and the Minister of Municipal and Intergovernmental Affairs, for the Government of Newfoundland and Labrador (“The Government of Newfoundland and Labrador”),

The Government of Nova Scotia as represented by the Minister of Health and Wellness for the Province of Nova Scotia (“The Government of Nova Scotia”),

The Government of Ontario as represented by the Minister of Health and Long-Term Care for the Province of Ontario (“The Government of Ontario”),

The Government of Prince Edward Island as represented by the Minister of Health and Wellness for the Province of Prince Edward Island (“The Government of Prince Edward Island”),

Le gouvernement du Québec représenté par le ministre de la Santé et des Services sociaux et le ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne ("le gouvernement du Québec"),

The Government of Saskatchewan as represented by the Minister of Health for the Province for Saskatchewan (“The Government of Saskatchewan”),

The Government of Nunavut as represented by the Minister of Health (“The Government of Nunavut”),

The Government of the Northwest Territories as represented by the Minister of Health and Social Services, the Minister Responsible for Persons with Disabilities, the Minister Responsible for Seniors of the Government of the Northwest Territories (“The Government of Northwest Territories”), and

The Government of Yukon Territory as represented by the Minister of Health and Social Services, the Minister Responsible for Yukon Workers’ Compensation Health and Safety Board (“The Government of Yukon”)

## **PREAMBLE**

WHEREAS the Parties carry out, as part of their mandates, surveillance of Infectious Diseases and management of public health events, and in so doing protect the health and well-being of Canadians;

WHEREAS the Parties are signatories to the *Memorandum of Understanding on the Sharing of Information During a Public Health Emergency* which recognizes certain principles for sharing information during a public health emergency as set out in the World Health Organization's International Health Regulations (2005); and

WHEREAS the Parties wish to enter into an Agreement for the exchange of information for surveillance of Infectious Diseases (which includes routine surveillance, and case management and response activities), and the management of pan-Canadian and multi-jurisdictional public health events, and public health emergencies of international concern;

# MAIN BODY

NOW therefore the Parties agree as follows:

## Definitions

1. For the purposes of this Agreement:

(a) “Aggregate Information” means Public Health Information that is not:

- (i) Identifiable Information,
- (ii) Record Level Information, or
- (iii) Sub-Aggregate Information,

and is in a form that cannot be readily converted into Record Level, Identifiable or Sub-Aggregate Information;

(b) “Agreement” or “MLISA” means the Main Agreement and all Approved annexes;

(c) “Analysis” means the use of Public Health Information received from another Party in an analysis, report, article, scientific or non-scientific journal, presentation or any other similar format;

(d) “Approved” in reference to one or more annexes, means an annex that been approved in accordance with this Agreement;

(e) “Chief Medical Officer” means the person responsible for carrying out the chief medical officer of public health duties in accordance with the legislation of each Party, and includes the Chief Public Health Officer of Canada;

(f) “Data-Match” or “Data-Matching” means the creation of Record Level or Identifiable Information by combining or linking Public Health Information with other Public Health Information or any other information without the consent of the individuals who are the subjects of the information;

(g) “Disclosure”, “Disclose” or any reasonable variation thereof means giving, sending, providing, releasing or making available Public Health Information by a Party;

(h) “Disease” means an illness or medical condition, irrespective of origin or source, that presents or could present harm to humans;

(i) “Exchange” or any reasonable variation thereof means the collection or receipt, use and Disclosure of Public Health Information by or between one or more Parties in accordance with this Agreement;

(j) “Executive Secretariat” means the body providing administrative support to the Table of Representatives pursuant to this Agreement;

(k) “Health Canada” means the department of health of the Government of Canada and any successor thereof;

(l) “Identifiable Information” means information in any form about an individual that renders that individual identifiable, and includes any information where there is a

reasonable basis to believe that such information could be utilized, either alone or with other information that is, or should reasonably be known to be, available to the Receiving Party to reveal the identity of that individual;

- (m) “Infectious Disease” means a Disease that is caused by an infectious agent or a biological toxin;
- (n) “Information Breach” means where Public Health Information Exchanged under this Agreement has been stolen, lost, or been subject to unauthorized access, modification, use, Disclosure or destruction;
- (o) “Main Agreement” means the main body of this Agreement and all of the Main Annexes;
- (p) “Main Annex” means one or more of the Governance Annex, the Data Management Annex and the Public Health Emergency of International Concern (PHEIC) Annex and any amendments or Supplemental Annexes related thereto;
- (q) “MOU” means the Memorandum of Understanding on the Sharing of Information During a Public Health Emergency to which the Parties are signatories;
- (r) “Network” means the Pan-Canadian Public Health Network;
- (s) “Originating Party” means the Party who Disclosed Public Health Information to another Party under this Agreement;
- (t) “Party” or “Parties”, except as set out in clause 6, means one or more Parties that are signatories to the Agreement;
- (u) “PHAC” means the Public Health Agency of Canada and any successor thereof;
- (v) “PHNC” means the Pan-Canadian Public Health Network Council;
- (w) “Protocol” means a guideline, process, outline or plan that provides for the Exchange of Public Health Information or other information related to a Public Health Purpose;
- (x) “Provincial/Territorial Party” or “P/T Party” means a Party that is a signatory to the Main Agreement or an applicable Approved Technical or Supplemental Annex, but does not include the Government of Canada, Health Canada or PHAC;
- (y) “Public Health Information” means any information, including Aggregate Information, Sub-Aggregate Information, Record Level Information, Identifiable Information and any other information, that is governed by this Agreement;
- (z) “Public Health Purpose” means any purpose reasonably related to the surveillance (including routine surveillance, and case management and response activities) of Infectious Diseases, and the management of pan-Canadian or multi-jurisdictional public health events, including a potential or acknowledged Public Health Emergency of International Concern as defined by the Public Health Emergency of International Concern (PHEIC) Annex;
- (aa) “Publication” or “Publish” or any reasonable variation thereof means Disclosure of an Analysis to the public or any other Third Party;
- (bb) “Receiving Party” means the Party that has collected or received Public Health Information from another Party under this Agreement;

- (cc) "Record Level Information" means Public Health Information that contains particulars about an individual, but does not include the individual's name or any number or symbol assigned to the individual that could identify the individual;
- (dd) "Representative" means an individual designated by a Party to act as its representative in respect of this Agreement;
- (ee) "Service Provider" means one or more persons, groups of persons, or organizations that provide services to, for, or on behalf of, a Party for the purpose of carrying out a Public Health Purpose;
- (ff) "Sub-Aggregate Information" for Disclosure or Publication purposes only, means Aggregate Information that is aggregated at a geographical level that is smaller than a provincial/territorial level;
- (gg) "Supplemental Annex" means an annex that further informs, clarifies or expands upon an Approved annex;
- (hh) "Surveillance" means the routine, systematic and ongoing collection, collation and analysis of Public Health Information for Public Health Purposes;
- (ii) "Table of Representatives" means the table of representatives created pursuant to this Agreement;
- (jj) "Technical Annex" means an annex that deals with a specific subject matter but does not include the Main Annexes; and
- (kk) "Third Party" or "Third Parties" means one or more persons, groups of persons or organizations other than a Party, but does not include Service Providers".

## **Implementation of Agreement**

- 2. With respect to this Agreement:
  - (a) the Parties are each responsible for the implementation of this Agreement within their respective areas of jurisdiction;
  - (b) except as set out in clause 7 ("Coordination with MOU"), nothing in this Agreement affects existing formal and informal agreements or arrangements between one or more Parties as to the collection, use and Disclosure of Public Health Information;
  - (c) subject to confidentiality restrictions, the Parties to any separate agreements relating to the subject matter of this Agreement will advise the Executive Secretariat of the general particulars of those agreements;
  - (d) the Executive Secretariat will maintain a current list of the separate agreements it is notified of, and will give a copy of this list to the Parties at least annually; and
  - (e) the Parties that have entered into separate agreements agree to make their best efforts to review those separate agreements within five (5) years and, if necessary, amend them so as to not interfere with this Agreement to the extent possible.

## Mandatory Obligations – General

3. Each Party is subject to a unique set of laws and therefore, unless this Agreement states that a term is a Mandatory Obligation, the terms set out in this Agreement are principles intended to guide the Parties in the Exchange of Public Health Information and a Party is only required to make its best efforts to fulfill the terms of this Agreement.
4. **Mandatory Obligation** - Each Party is required to comply with the Mandatory Obligations set out in this Agreement unless non-compliance is required by law of Canada or a law of a province or territory that is applicable to the Party, in which case the non-compliant Party will provide notice as soon as possible:
  - (a) in the case of a non-compliant use or Disclosure of Public Health Information, to the Originating Parties from whom the non-compliant Party received the Public Health Information involved in the use or Disclosure; and
  - (b) in all other cases, to all Parties at the time of the non-compliance;and in all cases, the notification will:
  - (c) include the circumstances of the non-compliance; and
  - (d) be provided prior to the non-compliance unless the Party has a reasonable belief that delaying the non-compliance could increase the potential for harm to health or safety of individuals.
5. **Mandatory Obligation** - Where a non-compliance occurs, an Originating Party who provided any Public Health Information related to the non-compliance may reasonably request further details regarding the non-compliance and the non-compliant Party will provide those details.
6. **Mandatory Obligation** - For purposes of clarity, and only as it pertains to the Exchange of Public Health Information governed by this Agreement, Health Canada and PHAC are separate Parties under this Agreement and will Exchange Public Health Information between them in accordance with the terms of this Agreement, except with respect to Disclosures which shall be conducted in a manner as if each were a Third Party to the other.

## Coordination with MOU

7. Effective the day this Agreement comes into force, the Parties agree that this Agreement supersedes the MOU with respect to any matter governed by MLISA.



## Highest Level of Anonymity and Need to Know

8. **Mandatory Obligation** - The Parties agree that in Exchanging Public Health Information permitted under this Agreement, and in the development of Technical and Supplemental Annexes, the following principles will apply:
  - (a) Aggregate Information will be Exchanged wherever possible;
  - (b) Record Level Information will only be Exchanged where Aggregate Information is not sufficient to meet the purpose of the Exchange;
  - (c) Identifying Information will only be Exchanged where Aggregate and Record Level Information are not sufficient to meet the purpose of the Exchange; and
  - (d) in all Exchanges of Public Health Information, the Exchange will be limited to the minimum amount of Public Health Information which is necessary for the purpose of the Exchange.

## Technical and Supplemental Annexes

9. The Parties will work together to develop Technical Annexes related to specific matters within the scope of this Agreement.
10. The Parties may develop Supplemental Annexes in accordance with this Agreement.
11. All Approved Annexes may reference or adopt a Protocol.
12. **Mandatory Obligation** - An Approved Technical Annex or Approved Supplemental Annex may not conflict with, or abrogate from, a Mandatory Obligation in the Main Agreement and in such event, the Main Agreement will govern.

## Approving Annexes

13. The Main Annexes are deemed to be approved on the date that the Main Agreement comes into force.
14. After the Main Agreement has come into force, one or more Technical Annexes or Supplemental Annexes may be approved to form part of this Agreement.
15. A Technical Annex or Supplemental Annex may be signed by any of following persons on behalf of a Party, whose signature will bind the Party:
  - (a) Minister;
  - (b) Deputy Minister;
  - (c) Minister's delegate; or

(d) Chief Medical Officer.

16. The delegation by a Minister under clause 15(c) must be in writing and be provided to the Executive Secretariat.

#### *Approving Technical Annexes*

17. A Technical Annex will be deemed to be approved on the day on which the last of four (4) Parties signs it.

#### *Approving Supplemental Annexes*

18. A Supplemental Annex will be deemed to be approved when all Parties to the Approved Annex that is being supplemented signs it.

### **Use of Public Health Information**

19. The Parties may:
- (a) **Mandatory Obligation** - Subject to (b), only use Public Health Information collected from another Party under this Agreement for the purpose(s) set out in the Approved Annex that governs that information;
  - (b) Use Aggregate Information for any Public Health Purpose unless otherwise specified by this Agreement; and
  - (c) **Mandatory Obligation** - Not Data-Match Public Health Information collected under this Agreement with other Public Health Information or any other information to create Record Level Information or Identifiable Information unless Data-Matching is permitted by the Approved Annex that governs the Public Health Information being used to Data-Match.

### **Disclosure of Public Health Information**

20. Each Party agrees:
- (a) *Disclosure from Party to Party*  
To Disclose Public Health Information to the other Parties as set out in this Agreement;
  - (b) *Disclosure to Service Provider*  
**Mandatory Obligation** - A Party is permitted to Disclose Public Health Information to the Party's Service Providers for the purpose(s) of carrying out a Public Health Purpose. Before Disclosure, the Party must ensure that the Service Provider is legally required to comply with all of the terms and conditions

applicable to the Party under this Agreement in respect of the Public Health Information being Disclosed;

(c) *Disclosure With Permission*

That despite any other provision in this Agreement, a Receiving Party may Disclose any Public Health Information to a Third Party upon receipt of written permission from the Originating Party;

(d) *Disclosure of Aggregate Information*

Parties are permitted to Disclose Aggregate Public Health Information to Third Parties for any Public Health Purpose unless otherwise prohibited in this Agreement;

(e) *Disclosure of Sub-Aggregate, Record Level or Identifiable Information to Third Parties*

**Mandatory Obligation** - Parties will not Disclose Sub-Aggregate Information, Record Level Information or Identifiable Information to a Third Party unless this Agreement permits Disclosure to a Third Party, and in which case the Disclosure to a Third Party may only be made in accordance with this Agreement;

(f) *Publication of Analysis*

(i) **Mandatory Obligation** - When a Receiving Party wishes to Publish an Analysis:

(A) *Analysis Containing Aggregate Information* - The Receiving Party must notify the Originating Party of its intent to Publish together with a copy of the Analysis. The Originating Party will have thirty (30) calendar days from receipt of the notice and Analysis to provide its comments to the Receiving Party. The Receiving Party must consider any comments received, after which the Receiving Party may Publish the Analysis, and

(B) *Analysis Containing Sub-Aggregate Information, Record Level Information or Identifiable Information* – The Receiving Party must notify the Originating Party of its intent to Publish together with a copy of the Analysis, and obtain the written permission of the Originating Party before it may Publish the Analysis;

(ii) Clause (i) does not apply to the Publication of an Analysis where a Technical or Supplemental Annex states that clause 20(f)(i) does not apply; and

(iii) **Mandatory Obligation** - The Publication of an Analysis will acknowledge authorship and contributions in accordance with:

- (A) the *Uniform Requirements for Manuscripts Submitted to Biomedical Journals established by the International Committee of Medical Journal Editors*, and
- (B) will include an acknowledgement of the contributions of the Originating Party unless,
  - (1) the Public Health Information in the Analysis has been previously Published, or
  - (2) it is specified otherwise in this Agreement.

## Representatives

- 21. Each Party will designate a Representative who, on that Party's behalf, is responsible for:
  - (a) acting as a liaison for the Party;
  - (b) receiving any notice pursuant to this Agreement; and
  - (c) participating as a member of the Table of Representatives.
- 22. Each Party will notify the Executive Secretariat of the person who will act as its Representative, and provide contact information for that person.

## Table of Representatives

- 23. The Table of Representatives will be responsible for coordinating and managing this Agreement as set out in the Governance Annex.
- 24. The Executive Secretariat will provide administrative and policy support to assist the Table of Representatives in carrying out its responsibilities as set out in the Governance Annex.
- 25. The Executive Secretariat will be established from the existing Network support structures and will be as agreed upon by the Parties.

## Notices and Permissions

- 26. **Mandatory Obligation** - Unless otherwise permitted, a notice required under this Agreement must be provided in writing by the Party's Representative and sent to the Executive Secretariat, and the Executive Secretariat will send the notice to each Representative within ten (10) days of its receipt.
- 27. Any permission given by a Party under this Agreement may be given by the Party's Representative and the permission will bind the Party.

## **Costs**

28. Each Party will assume all of its costs associated with the implementation and administration of this Agreement within its jurisdiction.
29. The costs associated with the Table of Representatives and Executive Secretariat will be supported in the same manner as those of the Network as follows:
  - (a) Network business and administration is supported financially by PHAC, with annual P/T Party contributions for general policy support, research, and specific policy support for the P/T Parties Co-Chair and Deputy Minister Liaison;
  - (b) PHAC is responsible for in-person meeting costs related to audio-visual services, mid-morning breaks and afternoon breaks as appropriate, and meeting room expenses; and
  - (c) Parties are responsible for travel and accommodation costs for their own Representatives.

## **Entire Agreement**

30. This Agreement constitutes the entire agreement between the Parties and their respective successors or assigns with respect to the subject matter herein and will be binding upon them. Save as provided herein, this Agreement supersedes all prior negotiations, agreements and understandings between the Parties with respect thereto.

## **Interpretation**

31. The Parties acknowledge and agree that this Agreement has been made and executed in English and French and that both versions are equally authoritative.

## **Coming into Force and Term**

32. The Main Agreement comes into force for its signatories thirty (30) days after the day on which the last of four (4) Parties signs it.
33. An Approved Technical or Supplemental Annex will come into force for its signatories and be incorporated into and form part of this Agreement thirty (30) days after it is Approved as required by this Agreement.
34. If a Party signs the Main Agreement, an Approved Technical or Supplemental Annex or an amendment to any of these after it has come into force, it comes into force for that Party thirty (30) days after the date of that Party's signature.

35. The Main Agreement, an Approved Technical or Supplemental Annex, and an amendment to any of these may be signed in counterparts, each of which will be deemed an original and all such counterparts will constitute the same instrument.
36. For all Parties, regardless of the date of signature, the Main Agreement together with all Approved Annexes will be for a term of ten (10) years starting on the day of the Main Agreement's coming into force for the first four (4) signatories unless terminated sooner in accordance with this Agreement.
37. This Agreement ceases to be in force if:
  - (a) it expires and is not renewed; or
  - (b) the number of signatories to the Main Agreement falls below four (4) in number.
38. An Approved Technical Annex or Supplemental Annex ceases to be in force if:
  - (a) the number of signatories to the Approved Technical or Supplemental Annex falls below four (4) in number, but in that event, the remainder of this Agreement remains in force; or
  - (b) the Main Agreement ceases to be in force.

## **Amendments**

39. Amendments to this Agreement are permitted if:
  - (a) the amendment is in writing; and
  - (b) all signatories to the part of the Agreement that is being amended sign the amendment.
40. If a Party wishes to amend any part of this Agreement, it must give thirty (30) days notice to the Table of Representatives for discussion and further action.
41. An amendment must be signed by:
  - (a) for amendments to all or part of the Main Agreement, the Minister of the Party; and
  - (b) for amendment of an Approved Technical or Supplemental Annex, as set out in clause 15.
42. An amendment comes into force for its signatories thirty (30) days after the day on which the last of the required Parties signs it.

## **Withdrawals**

43. A Party may withdraw from this Agreement or any part thereof as follows:
- (a) a withdrawal from the Main Body or any of the Main Annexes will be deemed to be a full withdrawal from this Agreement;
  - (b) a withdrawal from an Approved Technical Annex will be deemed to be a withdrawal from the Approved Technical Annex and all Approved Supplemental Annexes related thereto;
  - (c) a withdrawal will be deemed to be effective:
    - (i) six (6) months after the Party provides written notice to the Executive Secretariat of the Party's intent to withdraw, or
    - (ii) in the event the withdrawal is due to an Information Breach by another Party under this Agreement, immediately upon the Party providing written notice of its withdrawal to the Executive Secretariat;
- and
- (d) the withdrawal must be signed by the Party's Minister or Deputy Minister.

## **Severability**

44. Any provisions of this Agreement prohibited by law or otherwise ineffective will be severable without invalidating or otherwise affecting the remaining provisions of this Agreement.

## **Time of the Essence**

45. The Parties agree that time is of the essence in carrying out the provisions of this Agreement.

## **Dispute Resolution**

46. Except as set out in clause 43(c)(ii), any dispute between two or more Parties arising from a non-compliance with, or the interpretation or application of, this Agreement will first be dealt with through consultation and negotiation between Representatives of those Parties, or such other designates as the Parties may assign, and the Representatives or other designates will try to find a resolution to the dispute.
47. In the event a dispute between two or more Parties cannot be resolved, one or more of the Parties will give notice to the Executive Secretariat, which will then refer the matter to the Table of Representatives.

48. If a dispute is referred to the Table of Representatives, the Table of Representatives will attempt to assist the Parties in resolving the dispute.
49. If the Table of Representatives is unable to resolve the dispute, the Parties to the dispute agree to explore other appropriate dispute resolution processes or will refer the matter to the PHNC. Failing resolution of the dispute by the PHNC, the PHNC will refer the matter to the Conference of Federal/Provincial/Territorial Deputy Ministers of Health.
50. If the matter is not resolved at the Conference of Federal/Provincial/Territorial Deputy Ministers of Health, a Party may withdraw in accordance with clause 43.

### **Survival of Terms**

51. All Mandatory Obligations, and any clause of this Agreement which by the nature of the rights or obligations set out therein might reasonably be expected to be intended to survive, will survive:
  - (a) the expiry of this Agreement; and
  - (b) for a Party withdrawing from this Agreement, its withdrawal from this Agreement.
52. **Mandatory Obligation** - Without limiting the generality of the foregoing, Public Health Information in the possession of a Party may be retained, used, Disclosed or disposed of by that Party after termination of, or withdrawal from, this Agreement, but that Party may do so only in accordance with this Agreement.

**IN WITNESS WHEREOF, the Parties have signed this Agreement on the day and in the year indicated below.**

**FOR THE GOVERNMENT OF CANADA**

\_\_\_\_\_  
The Honourable Minister of Health

Date Signed: \_\_\_\_\_



**FOR THE GOVERNMENT OF ALBERTA**

\_\_\_\_\_  
The Honourable Minister of Health

Date Signed: \_\_\_\_\_

Pursuant to the *Government Organization Act*:

\_\_\_\_\_  
The Honourable Minister of International and  
Intergovernmental Relations

Date Signed: \_\_\_\_\_

**FOR THE GOVERNMENT OF BRITISH COLUMBIA**

\_\_\_\_\_  
The Honourable Minister of Health

Date Signed: \_\_\_\_\_

**FOR THE GOVERNMENT OF MANITOBA**

\_\_\_\_\_  
The Honourable Minister of Health

Date Signed: \_\_\_\_\_

**FOR THE GOVERNMENT OF NEW BRUNSWICK**

\_\_\_\_\_  
The Honourable Minister of Health

Date Signed: \_\_\_\_\_

**FOR THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR**

\_\_\_\_\_  
The Honourable Minister of Health and Community Services

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
The Honourable Minister of Municipal and Intergovernmental Affairs

Date Signed: \_\_\_\_\_

**FOR THE GOVERNMENT OF NOVA SCOTIA**

\_\_\_\_\_  
The Honourable Minister of Health and Wellness

Date Signed: \_\_\_\_\_

**FOR THE GOVERNMENT OF ONTARIO**

\_\_\_\_\_  
The Honourable Minister of Health and Long-Term Care

Date Signed: \_\_\_\_\_

**FOR THE GOVERNMENT OF PRINCE EDWARD ISLAND**

\_\_\_\_\_  
The Honourable Minister of Health and Wellness

Date Signed: \_\_\_\_\_

**POUR LE GOUVERNEMENT DU QUÉBEC**

\_\_\_\_\_  
Le ministre de la Santé et des Services sociaux

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Le ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne

Date Signed: \_\_\_\_\_

**FOR THE GOVERNMENT OF SASKATCHEWAN**

\_\_\_\_\_  
The Honourable Minister of Health

Date Signed: \_\_\_\_\_

**FOR THE GOVERNMENT OF NUNAVUT**

\_\_\_\_\_  
The Honourable Minister of Health

Date Signed: \_\_\_\_\_

**FOR THE GOVERNMENT OF THE NORTHWEST TERRITORIES**

\_\_\_\_\_  
The Honourable Minister of Health and Social Services,  
Minister Responsible for Persons with Disabilities,  
Minister Responsible for Seniors

Date Signed: \_\_\_\_\_

**FOR THE GOVERNMENT OF YUKON TERRITORY**

\_\_\_\_\_  
The Honourable Minister of Health and Social Services,  
Minister Responsible for Yukon Workers' Compensation Health and Safety Board

Date Signed: \_\_\_\_\_

# GOVERNANCE ANNEX

## Mandate – Table of Representatives

1. A Table of Representatives will serve as the governance body for coordinating and managing the Agreement.

## Functions – Table of Representatives

2. The Table of Representatives:
  - (a) will consult the Network on the development of and amendments to the Agreement;
  - (b) may consult the Network on any matter it considers necessary respecting this Agreement;
  - (c) may carry out consultations it considers necessary;
  - (d) with the approval of the PHNC, may establish any committee or working group as it considers necessary or desirable for the coordination and management of this Agreement, and may delegate to a committee or working group any responsibilities that it considers appropriate;
  - (e) may prepare guidelines, policies, procedures and processes for the coordination and management of the Agreement; and
  - (f) in carrying out all of its functions, will act only when an agreement has been reached by the Representatives of all of the signatories to the Agreement.
3. The Table of Representatives may determine its organization and procedures.
4. The Table of Representatives will report to the Conference of Federal/Provincial/Territorial Deputy Ministers of Health through the PHNC.
5. The Table of Representatives will submit an annual report on the performance of this Agreement to the PHNC. The first report will be submitted within eighteen (18) months of the Agreement coming into force. The PHNC will report as necessary to the Conference of Federal/Provincial/ Territorial Deputy Ministers of Health.

## Mandate and Functions - Executive Secretariat

6. The Executive Secretariat will:
  - (a) provide the administrative and policy support to the Table of Representatives;

- (b) on the direction of the Table of Representatives, engage the services of any technical or professional advisor as required;
- (c) facilitate the liaison between the Table of Representatives and the rest of the Network; and
- (d) facilitate the liaison between the Table of Representatives through the Network to the Conference of Federal/Provincial/Territorial Deputy Ministers of Health.

# DATA MANAGEMENT ANNEX

## General

1. Public Health Information will be Exchanged using defined, approved or generally accepted standards including data models, core data sets, expanded data sets and messaging standards.
2. An Originating Party will provide to a Receiving Party all documentation necessary to assess the Public Health Information being Disclosed, including data collection methodology, record layout, data dictionary, and data quality assessment.

## Protection of Public Health Information

3. **Mandatory Obligation** - Each Party to this Agreement will protect, secure, safeguard, transmit, retain and dispose of Public Health Information Exchanged under this Agreement in accordance with all laws applicable to the Party.
4. **Mandatory Obligation** - Notwithstanding clause 3 above, the Parties agree:
  - (a) to take all reasonable steps to Exchange Public Health Information in a manner that protects and safeguards against an Information Breach, including but not limited to, implementing data encryption, network firewalls, passwords, access restricted to authorized personnel, or other limits on access; and
  - (b) that where specific additional security requirements are set out in an Approved Annex, to abide by those requirements.
5. **Mandatory Obligation** - Parties are not permitted to take, store, use or Disclose Identifiable Information outside of Canada, unless expressly permitted by this Agreement, or upon written permission of the Originating Party.

## Information Breaches

6. **Mandatory Obligation** - Where a Party becomes aware there has been an Information Breach or potential Information Breach, the Party will:
  - (a) immediately take steps to rectify and prevent any further Information Breaches;
  - (b) immediately take reasonable steps to attempt to recover the Public Health Information;
  - (c) immediately advise any Originating Party of any actual or potential Information Breach;

- (d) advise the Originating Parties of the circumstances of the Information Breach and the measures taken to rectify and prevent further Information Breaches and recover the Public Health Information; and
  - (e) provide the Originating Party with any information regarding the Information Breach that the Originating Party may reasonably request.
7. **Mandatory Obligation** - A Party responsible for an Information Breach will review its compliance with this Agreement and prepare a report outlining the steps taken under clause 6, and provide a copy of the report to the Executive Secretariat which will distribute the report to the Table of Representatives.

### **Audit and Evaluation**

8. **Mandatory Obligation** - If an Originating Party is of the reasonable belief that a Receiving Party has not complied with this Agreement in respect of an Originating Party's Public Health Information, the Originating Party may request the Receiving Party to provide it with a report outlining the uses, Disclosures and security precautions taken in respect of the Originating Party's Public Health Information. Except in the event of an Information Breach, a report may not be requested more than once per calendar year and may not cover a time period of longer than two (2) calendar years.
9. The Table of Representatives will, at least every five (5) years after the Agreement comes into force, conduct an evaluation of the Exchange and protection of Public Health Information under this Agreement to determine the effectiveness of MLISA and make recommendations regarding the steps, if any, that should be taken to enhance the Exchange and protection of Public Health Information.
10. The Table of Representatives will report its recommendations to the Conference of Federal/Provincial/Territorial Deputy Ministers of Health through the PHNC.



# PUBLIC HEALTH EMERGENCY OF INTERNATIONAL CONCERN (PHEIC) ANNEX

## Definitions

1. In this annex:

- (a) “Affected Party” means the reporting Party and any other Party that is affected by a Potential PHEIC because it may affect the health of persons under that Party’s jurisdiction;
- (b) “CCMOH” means the Council of Chief Medical Officers of Health;
- (c) “CPHO” means the Chief Public Health Officer of Canada;
- (d) “Exclusive Field of Federal Jurisdiction”, for clarity, does not include any thing, matter, situation or Public Health Information related to, or in respect of, any testing, analyzing or any other service or function performed for or on behalf of a P/T Party by the PHAC National Microbiology Laboratory (or any successor thereof);
- (e) “IHR” means the International Health Regulations (2005), as updated or amended;
- (f) “NFP” means the National IHR Focal Point established by PHAC in accordance with the IHR;
- (g) “Notification” means a notification to the WHO of a Potential PHEIC in accordance with Article 6 and 9 of the IHR;
- (h) “PAHO” means the Pan American Health Organization;
- (i) “PHEIC” or “Public Health Emergency of International Concern” means an extraordinary event which is determined in accordance with the IHR (i) to constitute a public health risk to other states through the international spread of a Disease, and (ii) to potentially require a coordinated international response;
- (j) “PHEIC Purpose” means any purpose in respect of a Potential PHEIC or PHEIC that is necessary to prevent, protect against, control and provide a public health response to the international spread of disease in ways that are commensurate with and restricted to public health risks, and which avoid unnecessary interference with international traffic and trade;
- (k) “Potential PHEIC” means a situation that may reasonably be expected to give rise to a PHEIC;
- (l) “Reporting Officer” means the CPHO, or the Chief Medical Officer of a Party, making the initial report of a Potential PHEIC; and
- (m) “WHO” means the World Health Organization.

## **Notification Criteria**

2. For the purpose of this annex, the decision whether to provide Notification will be assessed in accordance with Article 6 of the IHR (and the criteria set out in Annex 2 of the IHR), unless otherwise specified in an Approved Supplemental Annex.

## **Reporting Potential PHEIC Process**

3. Reporting and Notification required under this annex may be made by any method that is reasonable in the circumstances, unless otherwise specified.
4. When the Chief Medical Officer of a P/T Party determines that a Potential PHEIC may exist within the Party's jurisdiction, or when the CPHO determines that a Potential PHEIC may exist relating to responsibilities in an Exclusive Field of Federal Jurisdiction or occurring on lands and properties under federal responsibility, or when a Reporting Officer receives evidence of a Potential PHEIC outside of Canada as described in Article 9 of the IHR, the Reporting Officer will as soon as possible report the Potential PHEIC to the:
  - (a) CPHO (when the CPHO is not the Reporting Officer);
  - (b) CCMOH; and
  - (c) Chief Medical Officer of any other Affected Party.

## **Notification Decision Process**

5. The Parties acknowledge that the CPHO may utilize the assistance of the NFP in carrying out the CPHO's responsibilities under this annex, however the CPHO will not delegate any decision-making authority under this annex to any other person.
6. The Reporting Officer, CPHO and the Chief Medical Officers for the Affected Parties will make a decision whether Notification should be made:
  - (a) subject to (b), by coming to a consensus as to whether the Potential PHEIC meets the criteria for Notification; or
  - (b) in situations where an Approved Supplemental Annex governs the situation, refer the matter to the appropriate persons or entities in accordance with the Approved Supplemental Annex so that a decision may be made, and that decision will be communicated to the CPHO.
7. Further to clause 6(a), if a consensus cannot be reached within fourteen (14) hours of the initial report, the matter will be immediately referred to the CCMOH Chair who will attempt to reach a consensus of the CCMOH members within eight (8) hours of referral. The Chair may obtain consensus through any means that the Chair deems appropriate.

In making this decision, the CCMOH members may seek the advice of any persons or entities that they deem appropriate.

8. Where a decision is not made within twenty-two (22) hours of the initial report as outlined above, the CPHO will make the final decision after consultation with the CCMOH Chair or the person or entity responsible for making the decision under an Approved Supplemental Annex, whichever is relevant.
9. When a Notification decision is made, the CPHO will immediately and prior to Notification, advise the CCMOH and the PHNC of the decision.

## **Notification**

10. Where a decision is made to make Notification, the CPHO:
  - (a) will notify the WHO of the Potential PHEIC either directly or through the PAHO; and
  - (b) may notify the United States and Mexico in accordance with the Government of Canada's trilateral information sharing collaboration with these countries.

## **Declaration and End of PHEIC**

11. The Parties acknowledge that the WHO will make the final determination, in accordance with Article 12 of the IHR, regarding whether a PHEIC exists.
12. If the WHO determines or declines to determine that a PHEIC exists, upon the CPHO receiving that advice from the WHO, the CPHO will immediately advise the CCMOH and the PHNC in writing.
13. The CPHO will continue to provide the CCMOH and PHNC with any information and updates from, or consultations with, the WHO and any other Third Parties in relation to a potential PHEIC or PHEIC.
14. Upon formal acknowledgement from the WHO that the PHEIC has ended, the CPHO will immediately advise the CCMOH and PHNC in writing.

## **Communications**

15. The Parties agree that any Disclosure of Public Health Information or any other information or communication to the public relating to a Potential PHEIC or PHEIC that references or is related to another Party or persons within another Party's jurisdiction (except as otherwise permitted herein), may not be made unless the communicating Party provides notice to the other referenced Parties prior to making the communication

or Disclosure, and the notice will include a copy or summary of the Disclosure or communication.

## **Exchange of Public Health Information for PHEICs**

16. **Mandatory Obligation** - Where two or more Parties Exchange Public Health Information related to a Potential PHEIC or PHEIC, the Parties agree that the terms of MLISA will apply.

17. In the event of a Potential PHEIC or PHEIC, the Parties agree to Exchange Public Health Information as follows, except where governed by a relevant Approved Technical or Supplemental Annex in which case the Approved Technical or Supplemental Annex will apply:

- (a) when making a report, a Reporting Officer will Disclose to the CPHO and the other Affected Parties any Public Health Information in the possession of the Reporting Officer that the Reporting Officer determines is necessary:
  - (i) to assess the Potential PHEIC, taking into consideration the requirement in clause (d), and
  - (ii) for any PHEIC Purpose;
- (b) if Notification is made, the CPHO may Disclose Public Health Information to the WHO, the PAHO, the United States and Mexico for any PHEIC Purpose;
- (c) if Notification is not made, the CPHO and the Affected Parties may continue to Exchange Public Health Information for the purpose of monitoring a Potential PHEIC; and
- (d) if Notification is made, or if a PHEIC is declared by WHO, the CPHO and the Affected Parties will continue to Exchange Public Health Information for PHEIC Purposes, including ongoing monitoring and reporting to the WHO, which Public Health Information should include where possible:
  - (i) case definitions,
  - (ii) laboratory results,
  - (iii) source and type of the risk,
  - (iv) number of cases and deaths,
  - (v) conditions affecting the spread of the disease,
  - (vi) the health measures employed,
  - (vii) the difficulties faced and support needed in responding to the PHEIC, and
  - (viii) any other Public Health Information agreed upon by the Parties.

18. Once WHO has determined that the PHEIC has ended:

- (a) the Parties may continue to Exchange Public Health Information between them under this annex for any PHEIC purpose; and
- (b) **Mandatory Obligation** - Disclosures of Public Health Information to Third Parties related to the PHEIC will cease unless otherwise permitted by this Agreement.

19. If the WHO makes a request to Canada for information in accordance with Article 10 of the IHR, the CPHO will as soon as practicable provide the request to the:

- (a) CCMOH; and
- (b) Chief Medical Officer of any Affected Party.

20. Parties who receive a request under clause 19 will, within eighteen (18) hours, provide the CPHO with a response that will include the following information that is in the possession of the Party:

- (a) the information requested by WHO;
- (b) any other information that is reasonably necessary to determine whether a Potential PHEIC exists in the Party's jurisdiction; and
- (c) the Public Health Information set out in clause 17(d).

21. The CPHO will provide the WHO with a response to the request which may include any information and Public Health Information provided to the CPHO under clause 20.