

**PRIVACY BY DESIGN CERTIFICATION PROGRAM USE AND LICENSE
AGREEMENT**

THIS Usage Agreement (the “Agreement”), made as of the ___ day of _____, 201 __, (the “Effective Date”)

BETWEEN:

RYERSON UNIVERSITY
 (“Ryerson”)

- and -

(The “User”)

AND WHEREAS, Ryerson has developed and administers certification services based on a privacy by design certification evaluation methodology (the “Program”) whereby PBD-certified entities under the Program are granted a non-exclusive permission to use and display the Shield (as defined below) in accordance with the terms set out herein; and

AND WHEREAS, the User desires to be admitted into the Program and agrees to be bound by the terms and conditions of the Program;

NOW THEREFORE, in consideration of the mutual covenants and premises set forth in this Agreement, Ryerson and the User agree as follows:

1) **Definitions:**

- a. “Assessment” means the assessment of the User’s privacy practices undertaken by the User prior to certification;
- b. “Shield” means collectively the protected official marks and/or trademarks as set out in Schedule A
- c. “Program Requirements” means the requirements, conditions or other terms applicable to the User under the Program and as such requirements may be amended by Ryerson from time to time;
- d. “The Standards” means the privacy by design certification framework comprised of business practices, technology specifications, assessment criteria, illustrative control activities, and operational processes;

- 2) **The User's Obligations:** The User shall comply with all requirements of the Program set out in the Program Requirements as amended by Ryerson from time to time.
- 3) **Usage Grant:** Subject to the terms and conditions of this Agreement, Ryerson grants to The User, a non-exclusive, worldwide permission to use, reproduce, and publicly display copies of the Shield, in the form(s) provided by Ryerson to the User.
 - a. The User may not use, reproduce, or publicly display the Shield in any manner other than as described in this Agreement.
 - b. Except as otherwise provided by Schedule B, the User's use of the Shield is limited to the conditions contained in Schedule B, and no other license or other permission is provided to use the Shield on any other web site or on any products or materials of any kind provided by The User.
- 4) **Ownership of the Shield:** The User acknowledges that the Shield and the whole of the goodwill associated therewith, whether now existing or arising in the future, are the sole and exclusive property of Ryerson.
 - a. The User further agrees and acknowledges that:
 - i. The User will acquire no right, title or interest in or to the Shield and any and all goodwill associated therewith will ensure exclusively to the benefit of Ryerson;
 - ii. The User shall not dispute or contest the validity, ownership or enforceability of the Shield nor attempt to dilute the value of the goodwill attached therewith during the term of this Agreement or after termination or expiration of same;;
 - iii. The User shall take no action that shall interfere with or diminish Ryerson's rights in the Shield;
 - iv. The User shall use the Shield so as to create a separate and distinct impression from any other service mark or trademark that might be used by The User; and
 - v. The User will not display the Shield on any web site or marketing materials that is or offers any service or product that is misleading, unlawful, or violates the rights of any third party.

- 5) **Use of the Shield:**
- a. The User may use and display the Shield as a visual symbol of the User's compliance with The Standards in a manner that can be recognized by third parties. The Shield indicate that the User has been certified as adhering to the integrity and quality of The Standards. However, the User shall not use the Shield as a guarantee of privacy for third parties.
 - b. The User shall use and display the Shield in the form that it appear in the image files provided by Ryerson to The User, and The User shall place the Shield on their server.
 - c. The Shield shall not be altered or otherwise modified, except in accordance with the Usage Guidelines in Schedule B.
 - d. The placement of the Shield shall comply with the Usage Guidelines in Schedule B.
- 6) **Unauthorized Use of the Shield by The User:** The User acknowledges that if it engages in any unauthorized use or display of the Shield, its right and permission to continue using and displaying the Shield will cease immediately, that irreparable injury will occur if The User's unauthorized use or display of the Shield continues, and that Ryerson is entitled to temporary, preliminary, and permanent injunctive relief, plus an award for damages, costs, and reasonable attorney's fees arising from or related to such unauthorized use or display of the Shield, including the filing for and obtaining of the injunctive relief described above.
- 7) **Amendments to Program Requirements:** The parties agree that Ryerson may amend the Program Requirements from time to time in its reasonable discretion upon thirty (30) business days prior written or electronic notice to The User. Upon receipt of such notice, The User may terminate this Agreement by providing written notice to Ryerson within said thirty (30) business day period, in which case, The User will receive a prorated refund of the User Fee paid hereunder for the Term. If The User does not provide such written notice of termination, it will comply in full with the amended Program Requirements by the end of said thirty (30) business day period. When deemed appropriate by Ryerson, the written or electronic notice of amendment to the Program Requirements may provide a longer period for The User to comply with the amended Program Requirements. Ryerson may amend any time periods referenced in this Agreement if required by law. The User's failure to object in writing within the thirty (30) business day period or its continued use of the Shield after the expiration of the thirty (30) business day period shall be deemed to constitute The User's acceptance of the amended Program Requirements.

- 8) **Resolving Complaints.** If the User is the subject of a complaint submitted by a third party to Ryerson concerning misuse of the Shield or raising concerns as to the User's adherence to The Standards, or any other concerns relating to The User's compliance under the Program, The User shall cooperate with Ryerson in resolving the complaint according to the complaint processes detailed in Schedule D.
- 9) **User Fees:** The User shall pay Ryerson for the initial term and any extensions of this Agreement according to the amounts set forth in Schedule C (the "The User Fee"). Extensions of this agreement are subject to requirements contained in Schedule C.
- 10) **Term:** This Agreement shall commence as of the Effective Date and will continue for an initial term of one (1) year, with the possibility to renew it twice for a further one (1) year upon meeting the requirements for extension as set forth in Schedule C, unless otherwise terminated as contemplated in this Agreement or extended by the parties in writing.
- 11) **Termination:**
 - a. **Termination by Ryerson.** This Agreement may be terminated by Ryerson on the occurrence of any of the following events:
 - i. Ryerson may terminate this Agreement upon thirty (30) business days prior written notice ("Notice of Termination") to The User of a material breach of this Agreement, unless the breach is corrected to Ryerson's satisfaction within the same thirty (30) business day period ("Cure Period"). Within the Cure Period, the User shall either:
 1. Satisfy Ryerson's concerns upon expiration of the Cure Period; or
 2. Terminate this Agreement without any refund of the User Fee.
 - ii. In the event that the User does not perform any of the options in Section 11.a.i, Ryerson shall, on the first business day after the expiration of the Cure Period terminate the Agreement without any refund of the User Fee.
 - iii. Material breaches include but are not limited to:
 1. The User's breach of any representation or warranty contained herein;
 2. The User's use of the Shield in a manner inconsistent with the permission granted under this Agreement;

3. The User's failure to resolve issues arising out of the change attestation process as set out in Section 15.d ;
4. The User's failure to resolve issues arising out of the complaints process as set out in Schedule D ; and
5. The User's failure to comply with the Program Requirements.

b. **Termination by Either Party for Any Reason.** Either party may terminate this Agreement at any time upon thirty (30) business days prior written notice for any reason ("Termination for Convenience").

- i. If Ryerson effects a Termination for Convenience of this Agreement, Ryerson will refund to the User the amount equal to the prorated User Fee for the portion of the Term remaining as of the effective date of the termination.
- ii. If the User effects a Termination for Convenience of this Agreement, The User is not entitled to any refund of the User Fee.

c. **Effect of Termination:** On termination or expiration of this Agreement:

- i. The User will cease all use and display of the Shield;
- ii. The User will permanently erase and/or delete the Shield from its servers, websites, networks, and domain names controlled by the User or by others on behalf of the User; and
- iii. The User will permanently erase and/or delete the Shield from all goods, signs, and other physical materials in its possession or control that bear, display or refer to the Shield (including plates and digital files and other means for reproducing the Shield), but if the User cannot or prefers not to take such actions, the User shall deliver up the items to Ryerson at The User's own expense.

12) **Descriptive References:** The User will not use the name of Ryerson, nor of any member of Ryerson's staff, in any advertising or publicity without the prior written approval of Ryerson. Ryerson will not use the name of the User, nor any employee of the User, in any advertising or publicity without the prior written approval of the User. However, the parties may disclose the following information regarding this Agreement:

- a. **Reference to the User.** Ryerson may make descriptive reference to The User's name, URL and logo in any and all marketing and promotional materials related to the Program in order to identify the User as a certified entity.
- b. **Reference to the User Following Termination.** On termination, Ryerson shall, within thirty (30) business days, make a good faith effort to remove The User's name, URL and logo from any and all marketing materials related to the Program. Upon the termination of this Agreement, Ryerson may continue to use its existing stock of printed marketing and promotional materials displaying the User's name, URL and logo for a reasonable time thereafter.
- c. **Reference to the Shield.** The User may use and display the Shield for advertising, promotional and for other marketing purposes outside the scope of the Agreement, so long as such use complies with the Usage Guidelines in Schedule B.

13) **Receipt of Confidential Information:**

- a. For the purpose of this section, "Confidential Information" means any information that is designated as confidential or proprietary or that, by nature of the information or the circumstances surrounding its disclosure, ought, in good faith to be treated as confidential or proprietary.
- b. The User may disclose confidential information to Ryerson in order to fulfil the Program Requirements. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by Ryerson.
- c. The obligation to safeguard confidential information shall not include information that:
 - i. is already known to the party to which it is disclosed;
 - ii. is or becomes part of the public domain without breach of this Agreement;
 - iii. is obtained from third parties which have no obligations to keep confidential to the parties to this Agreement; or
 - iv. is required to be disclosed by a legal proceeding.
- d. Notwithstanding the foregoing, Ryerson may disclose Confidential Information if the disclosure is made pursuant to the requirements of the Freedom of Information and Protection of Privacy Act (FIPPA) or in accordance with a lawful order of a

court or administrative tribunal requiring Ryerson to disclose any or all of the information, provided Ryerson shall promptly notify the User allowing some reasonable time to oppose such process, before disclosure occurs; or if such disclosure is made by Ryerson with the User's prior written approval.

- 14) **Indemnification:** The User will indemnify and save harmless Ryerson and its directors, members, officers, employees and agents (collectively, the "Indemnitees") from and against any and all damages, injuries, liabilities, costs and expenses, including but not restricted to actual legal fees and costs charged to any of the Indemnitees by their lawyers, that may be incurred by any of the Indemnities or claimed by any third parties against any of the Indemnities in connection with any goods, services or business of the User, any negligent or wrongful conduct of the User, and any breach of this Agreement by the User or by any person who is related to or affiliated with the User.
- 15) **Representations and Warranties:** The User represents and warrants to Ryerson as of the Effective Date and throughout the term of this Agreement that:
 - a. The User has all right, title and authority to enter into this Agreement;
 - b. There are no restrictions, agreements or understandings whatsoever to which The User is a party that would prevent or make unlawful its execution of this Agreement or its engagement hereunder;
 - c. The User represents that it has made true and complete disclosures about its business practices during the Assessment process;
 - d. Upon any material change in the User's practices that would call into question the Assessment, the certification process, or could adversely affect the User's compliance with the criteria used in the Assessment, the User shall report such a change to Ryerson through the use of the attestation forms contained in either Schedule C or Schedule E. A change attested to may either be referred to the complaint process contained in Schedule D or a direct remedy may be required by Ryerson. Noncompliance with such direct remedy will render the User subject to termination under section 11.a; and
 - e. Ryerson represents that in conferring the certification upon the User it is relying on the disclosures made by the User during the Assessment process.
- 16) **Consequential Damages Waiver.** Ryerson shall not be liable for any delays in the performance of its obligations under this Agreement resulting from circumstances or causes beyond Ryerson's control, and in no case shall Ryerson be liable for loss of business or profit or other indirect or consequential damage.

- 17) **Limitation of Liability.** Ryerson will not be liable to the User on any claim arising under or relating to this Agreement, the Program or the Shield for any amount greater than the amount of the User Fee actually paid by the User to Ryerson under this Agreement.
- 18) **Governing Law:** This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. For the purpose of all legal proceedings, this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The parties each attorn to the jurisdiction of the courts of the Province of Ontario.
- 19) **Assignments:** The User will not assign, license, sublicense, grant, authorize or attempt to give any third party any right or interest in or under this Agreement, and the User will not authorize any third party to use or display the Shield, without first obtaining the written consent of Ryerson, which approval may be arbitrarily withheld. If Ryerson's consent is given on any particular occasion, further consent will be required for every subsequent occasion.
- 20) **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto with respect to the Program and the use and display of the Shield. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto.
- 21) **Waiver:** No waiver shall be binding unless executed in writing by the parties.
- 22) **Relationship of the Parties:** Nothing contained in the Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the parties, and neither party shall have any right to bind the other or incur any obligation on the other's behalf without the other's prior written consent.
- 23) **Force Majeure:** Neither party shall be liable (except for nonpayment) for interruptions, delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof caused or occasioned by, or due to fire, flood, water, earthquake, the elements, acts of God, war and threat of imminent war, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment for supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the either parties' reasonable control. The party so delayed or prevented from performing shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance.

24) **Notice:** Any notice, consent, or approval required or permitted to be given in connection with this Agreement (“Notice”) shall be in writing and shall be deemed sufficiently given if delivered by hand, registered mail, facsimile, or e-mail to the recipient.

In the case of a Notice to Licensee at:

In the case of a Notice to Ryerson at:

Jennifer MacInnis, Senior Director, Applied
Research and Commercialization, and Legal
Counsel
Office of the Vice-President Research and
Innovation
Ryerson University
350 Victoria Street
Toronto, Ontario
M5B 2K3

Telephone: 416 979-5000 ext. 4602
Facsimile: 416 979 5336
E-mail: jmacinnis@ryerson.ca

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a business day, then the Notice shall be deemed to have been given and received on the next business day. Any party may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section 24.

The parties agree to be bound by the terms of this Agreement.

For the User

For Ryerson

Jennifer MacInnis, Senior Director and
Legal Counsel, Applied Research and
Commercialization.
Office of the Vice-President, Research and

Innovation

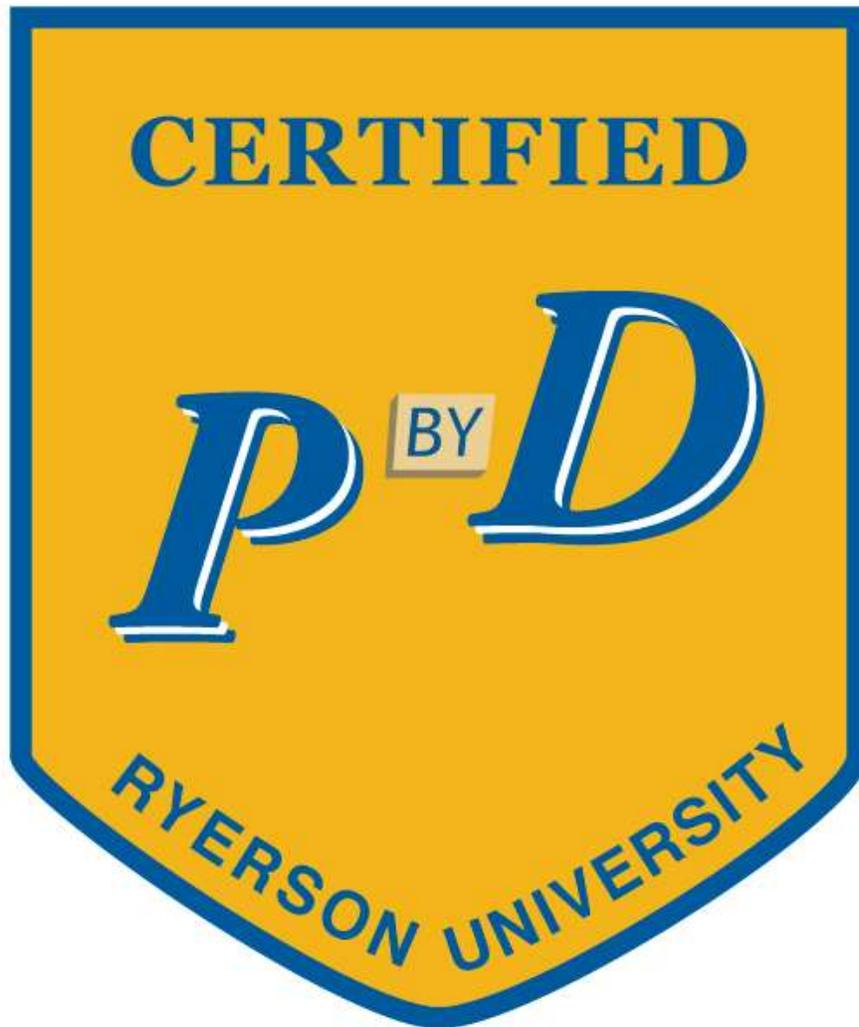
Date:

Date:

Schedule A

Description of Mark

“P by D Certified” shield (“The Shield”)



Schedule B

Usage Guidelines

When a particular product, service, and/or other specific offering has been certified the Shield may only be used in a manner directly related to the product, service and/or specific offering that has been certified. The Shield can be used in any and all materials including printing materials, websites and applications related to the product, service and/or other specific offering which has been certified. The Shield may not be used in a manner which falsely provides the impression that a particular entity, product, service and/or other specific offering has been certified when that particular entity, product, service and/or other specific product is not certified.

Minimum Size. The Shield must be used with a minimum width of 1 inch (2.54 centimeters).

Websites and Apps. When used on a website or app or other electronic communication, where technically feasible the Shield must be rendered as an image link that links to the official Ryerson Privacy by Design certification website <http://www.ryerson.ca/pbdce/certification/>.

Minimum Protected Space. A minimum of ¼ of an inch protected space should always surround the Shield in order to separate it from headlines, text, imagery, and the outer edge of a document.

Colour Palette.

Blue: Pantone 294; CMYK 100, 56, 0, 18; RGB 28, 90, 152; Hexadecimal: 1C5A98

Deep Yellow: Pantone 124; CMYK 0, 27, 100, 6; RGB 223, 177, 46; Hexadecimal DFB12E

Background. Do not apply the Shield to a colour background with insufficient contrast

Alterations. Without prior permission from Ryerson the User shall not:

- (1) Distort or alter the proportion of the Shield;
- (2) Change the colours of the Shield;
- (3) Add other elements to the Shield;
- (4) Use portions of the Shield;
- (5) Change the configuration of the Shield; or
- (6) Rotate the Shield.

Alternates. The monochrome version of the Shield may be substituted for the full-colour version where the colored version of the Shield is not appropriate for use, either due to technical or design requirements. Additionally the user may choose to use the shield with the added tagline “Privacy Certified by Design.” The must be rendered as it appears in the file as provided to the User.

Schedule C

The User Fee Schedule

User Fees	
Review Fee (First Year)	\$5000 + HST
Renewal	\$1250 + HST*

*Renewal is subject to completion of the attestation form below to indicate that no material change has occurred. In the case where a material change has occurred it will be resolved as per clause 15.d of this agreement.

Attestation Form

Privacy by Design Certification: Renewal Attestation Form

I, [insert name here] on behalf of [insert organization name here] hereby attest to Ryerson University that **no material change*** has occurred in [list product(s), service(s) and/or offering(s)] which would adversely affect their compliance with the assessment criteria used to certify their compliance with Privacy by Design as part of Ryerson’s Privacy by Design Certification.

[Insert Name]

[Insert Date]

I, [insert name here] on behalf of [insert organization name here] hereby attest to Ryerson University that **material change* has occurred** in [list product(s), service(s) and/or offering(s)] which could adversely affect their compliance with the assessment criteria used to certify their compliance with Privacy by Design as part of Ryerson’s Privacy by Design Certification.

[Insert Name]

[Insert Date]

* “Any change that impacts the way you collect, use, disclose, store and/or destroy personal information and/or personal health information in contravention with your privacy commitments to the public, consumers and your employees; applicable privacy laws; and industry standards. For example, the sharing consumer information with third parties after committing at the time of collection not to share the data would constitute a material change. There may be other circumstances in which a change would be material, which would have to be determined on a case-by-case basis, analyzing the context of the consumer’s interaction with the business.”

Schedule D

Complaints Process

When issues are raised regarding a product or service that bears the Certification Mark, the procedures followed by Ryerson and the User are as follows:

1) Complaint Received

Complaints can be submitted through the Privacy by Design Centre of Excellence's (PbDCE) Certification website <http://www.ryerson.ca/pbdce/certification/>. This will include a form which can be used to submit complaints as well as information on what to expect from the complaint process.

For inclusion with complaint form:

“Information included in your complaint regarding the Privacy by Design Certification offered by Ryerson University may be disclosed to the subject organization as part of the complaint resolution process. This will not include contact information provided by the complainant, but specific details included in complaints may allow subject organizations to identify complainants. Ryerson University will make efforts to remove personally identifying information from complaints before disclosure to subject companies where such removal does not prevent the completion of the complaint process.”

“When filling out your complaint form please be as specific as possible to assist us in the complaint process but please refrain from including personally identifiable information in the details of your complaint as these details may be disclosed to the subject organization as part of the complaint process.”

“This complaint process is offered to allow users of products, services, and/or offerings which are Privacy by Design Certified to address concerns which may affect this certification. This complaint process is not a replacement for mechanisms of recourse involving regulatory compliance such as a Data Protection Authority, Privacy Commissioner, Ombudsperson, consumer protection body or law enforcement agency.”

2) Confirm complaint process with complainant

Make sure the complainant understands the complaint process and that the complaint will be sent to the company in question. Offer options for the possibility of anonymizing the complaint and explain the limitations to the protection of their identity.

3) Review Complaint

Our goal is for the complaint review to be completed within **five (5) Business Days** of the submission of a complaint. If a complaint is found to be either not relevant to

certification or frivolous then a response will be sent to the complainant with the disposition of their complaint.

There are three possible outcomes of the complaint review.

i) The complaint is not relevant to certification:

Where the complaint is not in the scope of the seven foundational principles of Privacy by Design and/or does not impact the subject organization's adherence to the seven foundational principles of Privacy by Design. In the case where the complaint is not relevant to certification the complainant is notified that the complaint will not be pursued and the process ends.

ii) The complaint is frivolous:

A complaint may be frivolous if it falls into any of the three categories:

- a) The complaint is an abuse of the complaint process or is part of a pattern of conduct that amounts to abuse of the complaint process.
- b) The complaint is made in bad faith.
- c) The complaint is made for a purpose other than complaint resolution.

In the case where the complaint falls into any of these categories the complainant is notified that the complaint will not be pursued and the process ends.

iii) Complaint not frivolous and is relevant to certification:

Where a complaint doesn't fall into either 3.i or 3.ii then it is a valid complaint and it is routed through the normal complaint process. All complaints must make a good faith effort to establish a violation of one of the seven foundational principles of Privacy by Design.

4) Does complaint require suspension of certification pending complaint process?

In the case where on the face of the complaint it is clear that the product, service, offering and/or program certified is being delivered and/or operated in a manner which is clearly contrary the seven foundational principles of Privacy by Design, then the Certification for the affected products, service, offering and/or program will be suspended. When a certification is suspended, then the company will be temporarily enjoined from using Privacy by Design Certification or the Privacy by Design Certification Shield in conjunction with the affected product, service, offering and/or program. This suspension will continue until either the certification is terminated as part of the complaint process or until the complaint process is completed and the organization's certification is retained.

In the case where a certification is suspended but then reinstated because a complaint was found to be unfounded, then the organization will be given credit for the amount of time the certification was suspended and the renewal process will be extended accordingly.

5) Submit complaint to organization for response

- i) Our goal is for all complaints which have been found to be not frivolous, and relevant to certification to be submitted to the subject organization within **five (5) business days** of the determination that a complaint is not frivolous and is relevant to certification. The complaint is submitted to the contact person at the subject organization for a response from the organization. If an adequate response is not received from the organization within **thirty (30) business days** then that organization's certification will be terminated as per section 11.a.i of this agreement. For a response to be adequate the responding organization must make a good faith effort to respond to and resolve the complaint.

6) Receive and review response

When a response is received from the organization in question it first must be evaluated to ensure that it is an adequate response. A response is deemed to be adequate when the responding organization has made a clear good faith effort to respond to and resolve the complaint.

7) Write report on response

Draft report on organizational response. There are three possible options for the report: 1) PbDCE accepts the response from the organization and agrees that no further action is required to maintain the organization's certification. 2) PbDCE does not feel that the organization's response is adequate to address the complaint or that further actions are required by the organization to maintain their Certification, in light of the complaint in question. Where PbDCE disagrees with an organization's response and imposes further actions on the certified organization, a section will be added to the copy of the report sent to the organization with a response on whether they accept the report and will be implementing the changes as per the report. As a condition of retaining certification, it may be necessary for Organizations to obtain a verification from our third-party assessment partner to ensure that the necessary changes have been implemented as outlined in the report.

8) Send report to organization and complainant

It is our goal to complete our report and submit it to the subject organization and complainant within **fifteen (15) business days** of receiving the response from the subject organization. After the PbDCE's report is completed it will be sent to the organization

and the complainant. Where changes to the products, services and/or offerings that have been certified are required to cure a breach identified under the complaint process, the organization will have a **thirty (30) business day** cure period as under section 11.a.i of this agreement. If the breach is not cured within this period then the certification will be terminated under section 11.a.i of this agreement. Where no changes are required by the report, the complaint process will be concluded and the organization retains its Certification.

9) Follow-up

Where additional actions are required in response to the complaint, it must be ensured that these conditions have been complied with inside of the required timelines. If these conditions have not been met, then the organization's certification will be terminated under section 11.a.i of this agreement.

10) Appeals

Either the complainant or the subject of a complaint may appeal a decision by Ryerson made within the complaints process. Appeals will be considered by the Privacy by Design Certification Advisory Board.

i) Inquiry

When received by Ryerson, appeals are submitted to one member of the Advisory Board. That member undertakes an initial inquiry to establish whether there exists sufficient grounds to warrant a hearing of the appeal. In conducting the initial inquiry, the Advisory Board Member may contact either the person who submitted the appeal or any party involved in the subject decision to assist with their inquiry. The outcome of the inquiry is a determination by the Advisory Board Member as to whether the appeal should be submitted to the full Advisory Board for their consideration.

ii) Board Consideration

If the member of the Advisory Board decides the appeal should be heard, the appeal and the decision are submitted to the full board for their consideration. The full board then votes on whether an appeal should be sustained. If the appeal is not sustained by a majority vote of the Advisory Board then no further action is taken, and the person who submitted the appeal is notified of the result. If the appeal is sustained by a majority vote of the Advisory board, the members of the Advisory Board identifies in a report to Ryerson which part(s), of the subject decision should be altered. Ryerson then has sixty (60) days to revise the decision which must then be approved by a majority vote of the Advisory Board.

Schedule E

Material Change Attestation Form

Privacy by Design Certification: Material Change Attestation Form

I, [insert name here] on behalf of [insert organization name here] hereby attest to Ryerson University that a **material change* has occurred** in [list product(s), service(s) and/or offering(s)] which could adversely affect their compliance with the assessment criteria used to certify their compliance with Privacy by Design as part of Ryerson’s Privacy by Design Certification. The details of these changes are accompanying this form.

[Insert Name]

[Insert Date]

* “Any change that impacts the way you collect, use, disclose, store and/or destroy personal information and/or personal health information in contravention with your privacy commitments to the public, consumers and your employees; applicable privacy laws; and industry standards. For example, the sharing consumer information with third parties after committing at the time of collection not to share the data would constitute a material change. There may be other circumstances in which a change would be material, which would have to be determined on a case-by-case basis, analyzing the context of the consumer’s interaction with the business.”