

## INFORMATION SHARING AGREEMENT

### BETWEEN:

**HER MAJESTY THE QUEEN in right of the PROVINCE OF NOVA SCOTIA,**  
as represented by the Chief Electoral Officer of Nova Scotia

(hereinafter referred to as “ENS”)

OF THE FIRST PART

-and-

**MUNICIPALITY OF THE DISTRICT OF ARGYLE,** a body corporate, as represented by the  
Chief Administrative Officer

(hereinafter referred to as the “Municipality”)

OF THE SECOND PART

(each a “Party” and collectively, the “Parties”)

**WHEREAS** clause 5(c) of the *Elections Act* allows the Chief Electoral Officer of Nova Scotia to enter into agreements with municipalities providing for the sharing of lists of electors for electoral purposes;

**AND WHEREAS** the Municipality of the District of Argyle is a body corporate and the Chief Administrative Officer is authorized to enter into agreements on behalf of the Municipality under section 31 of the *Municipal Government Act*, S.N.S., 1998, c.18;

**AND WHEREAS** subsection 30B(4) of the *Municipal Elections Act* prohibits the Chief Electoral Officer of Nova Scotia from providing a list of electors prepared from the Nova Scotia register of electors to a returning officer until the council of the municipality has entered into an agreement with the Chief Electoral Officer of Nova Scotia that protects the privacy and security of the information supplied and section 30 authorizes the returning officer to use that information to create a municipal list of electors;

**AND WHEREAS** section 115A of the *Municipal Elections Act* requires that a list of electors be used for election purposes only and for no other purpose;

**AND WHEREAS** section 333 of the *Elections Act* prohibits the use of information contained in a list of electors for any purpose other than an electoral purpose;

**AND WHEREAS** clause 62(3)(a) of the *Elections Act* permits the Chief Electoral Officer to disclose to municipalities, for electoral purposes, an elector’s residential address, mailing address, legal name, sex, contact information, day, month and year of birth, and a unique identification number assigned by the Chief Electoral Officer, notwithstanding the *Freedom of Information and Protection of Privacy Act*;

**AND WHEREAS** the Parties agree that mutual sharing of data by each Party, for electoral purposes only, in accordance with their respective governing legislation, and in keeping with the relevant privacy and personal information legislation, is in the best interests of Nova Scotia electors;

**NOW THEREFORE** in consideration of the promises and mutual undertakings, covenants and agreements hereinafter contained and subject to the terms and conditions hereof, the Parties agree as follows:

## **1.0 PREAMBLE**

The preamble to this Agreement is deemed to be an integral part of this Agreement.

## **2.0 INTERPRETATION**

In this Information Sharing Agreement, the following terms have the following meanings:

“Agreement” means this Information Sharing Agreement;

“destroy” means to shred all hard copies and to purge all accessible data files;

“candidate” means a candidate officially nominated in an election for the Municipality under the *Municipal Elections Act*;

“*Elections Act*” refers to the *Nova Scotia Elections Act*, R.S.N.S., 1989, c 5, as amended;

“electoral purpose(s)” means those purposes directly related to an election under the *Elections Act*, and including purposes directly related to the administration of an election under the *Municipal Elections Act*;

“ENS Information” means all information provided to the Municipality by ENS pursuant to this Agreement including, but not limited to, the following:

- (i) a list of electors; and
- (ii) all individual data components contained in a list of electors that pertain to the electors and their residential and mailing addresses;

“Final List of Electors” means the list of electors prepared by the Municipality and made up of the Preliminary List of Electors in addition to all revisions made to the electors’ information prior to an election as described in section 115 of the *Municipal Elections Act*;

“Geographical Information” means all information exchanged between the Parties pursuant to this Agreement including, but not limited to, relevant civic address information contained in the Nova Scotia Register of Electors;

“Information” means the ENS Information and the Municipality Information;

“*Municipal Elections Act*” refers to the *Municipal Elections Act*, R.S.N.S., 1989 c 300, as amended;

“Municipality Information” means all information provided to ENS by the Municipality pursuant to this Agreement including, but not limited to, the following:

- (i) a list of electors; and
- (ii) all individual data components contained in a list of electors that pertain to the electors and their residential and mailing addresses;

“Preliminary List of Electors” means a list of electors prepared in accordance with section 21 of the *Municipal Elections Act*;

“Returning Officer” means a returning officer as appointed by municipality council under the *Municipal Elections Act*; and

“Revised List of Electors” means the list of electors completed and certified pursuant to section 50A of the *Municipal Elections Act*.

### **3.0 PURPOSE**

3.1 The purpose of this Agreement is:

- (i) to provide a secure, efficient, and predictable method for the transfer of the Information between the Parties;
- (ii) to ensure that the Information exchanged between the Parties is only used for electoral purposes; and
- (iii) to ensure continuous synchronization and update of Geographical Information and the individual components of data within the Information that may be exchanged between the Parties.

### **4.0 SHARING OF INFORMATION**

4.1 The ENS Information shall include that of all active electors whose residence is identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.

4.2 The ENS Information is prepared on the basis of geographic boundaries of municipal polling districts and/or civic address information, as specified by the Municipality.

4.3 The Information shall be exchanged in accordance with Schedules “A” of this Agreement.

4.4 To ensure that the Information remains current, the Municipality agrees to provide to ENS, any and all revisions/changes and additions made to the ENS provided list of electors and addresses as well as the particulars of electors who were added to the Municipal Final List of Electors on ordinary polling day and on advance polling days, pursuant to sections 98 and 123 of the *Municipal Elections Act*, in digital format, within 45 days following any municipal election, in accordance with subsection 30B(5) of the *Municipal Elections Act*.

4.5 The revisions/changes and additions to the ENS provided information and Final List of Electors, referred to in subsection 4.4 herein, shall also include all revisions/changes and additions made by any

third party who is directly involved in the provision of services related to the administration of the election on behalf of the Municipality.

- 4.6 ENS agrees that the ENS Information it provides to the Municipality shall be provided to a Returning Officer.

## **5.0 USE OF INFORMATION**

- 5.1 The ENS Information transmitted to the Municipality by ENS shall be used for electoral purposes only.

- 5.2 Unless the election is contested, the Municipality must certify that any ENS Information that the Municipality has received during this Agreement has been destroyed by the Municipality within ten (10) days of the close of polls on election day, by completing the “Attestation of Destruction”, attached hereto as Schedule “B”.

- 5.3 If the election is contested, the Municipality must certify that any ENS Information that the Municipality has received during this Agreement has been destroyed within ten (10) days from the issuance of a final decision issued in accordance with the *Controverted Elections Act*, R.S.N.S. 1989, c. 96, as amended.

- 5.4 The Municipality must also certify in writing, in accordance with subsection 62(5) of the *Elections Act* that the ENS Information received during an election and any copies of the ENS Information provided to candidates and others by or on behalf of a candidate:

- (a) will only be used for electoral purposes,
- (b) where the information is provided in electronic form, it shall be distributed in encrypted form with the password to the encryption provided separately, and
- (c) all candidates and others who received the ENS Information on behalf of a candidate must also certify that this information has been destroyed within ten (10) days of the close of the polls on election day by completing the “Attestation of Destruction” attached hereto as Schedule “C”;

- 5.5 The Municipality must maintain copies of the Attestation of Destruction forms cited in subsections 5.2 and 5.4 herein for a period of one (1) year from the date of the election.

- 5.6 The Municipality may, in accordance with the *Municipal Elections Act*:

- (a) proceed with the revision of the Preliminary List of Electors as based on the information provided by ENS;
- (b) distribute to the candidates the List of Electors; and
- (c) fulfill any other requirements prescribed by ENS and applicable legislation.

## **6.0 DISCLOSURE OF INFORMATION**

- 6.1 Except where authorized by this Agreement or by-law, the Municipality may not disclose information which is otherwise only available from ENS, to any third party.

6.2 The Municipality may disclose the ENS Information to candidates in a municipal election pursuant to section 62(4) of the *Elections Act*. For clarity, the Municipality is only authorized to disclose an elector’s residential address, mailing address and legal name to a village or candidate.

6.3 Where the Municipality is legally obliged to disclose to a third party personal information obtained from ENS which is otherwise only available from ENS, other than for an electoral purpose, whether pursuant to a statute or a court order, and the Municipality intends to comply with that obligation, the Municipality shall notify ENS at the earliest opportunity prior to taking any action to comply with the request.

**7.0 TRANSMISSION OF INFORMATION TO THIRD PARTY SERVICE PROVIDERS AND THEIR SUBCONTRACTORS (“Third Party”)**

7.1 The transmission by the Municipality of the ENS Information to a third party who is directly involved in the provision of services related to the administration of the election on behalf of the Municipality is permitted, including a third party for the provision of voting by mail, electronically or by another voting method in accordance with section 146A of the *Municipal Elections Act*, subject to the conditions of this Agreement.

7.2 The Municipality must give fifteen (15) days written notice to ENS before the ENS Information is shared with a third party on behalf of the Municipality.

7.3 The Municipality must certify in writing that the third party is contractually obligated to:

- (a) maintain the confidentiality of the ENS Information throughout the course of the third party’s work on behalf of the Municipality;
- (b) acknowledge ENS’ ownership of the ENS Information;
- (c) use the ENS Information received for electoral purposes only;
- (d) destroy all copies, digital and hardcopy of ENS Information by each third party completing and returning the Attestation of Destruction, attached hereto as Schedule “C”;
- (e) certify, in writing, as required by the *Personal Information International Disclosure Protection Act*, S.N.S., 2006, c.3, that all copies of the data are stored in Canada and are not stored outside of Canada at any time during or after the Term of this Agreement; and
- (f) keep, in digital format, all changes/revisions made to the Preliminary List of Electors as based on ENS provided information indicating type of applied change, as well as information of all added electors to the Final List of Electors, as specified within Schedules “A” of this Agreement.

7.4 The Municipality must maintain copies of the Attestation of Destruction forms cited in clause 7.3(d) for a period of one (1) year from the date of the election.

7.5 The Municipality must provide ENS with a copy of the certification and of the Attestation of Destruction forms completed by the third party pursuant to clauses 7.3(d) and 7.3(e).

## **8.0 MUNICIPALITY RESPONSIBILITIES**

- 8.1 The Municipality agrees that the Municipality Information it provides to ENS shall be provided to the ENS Assistant Chief Electoral Officer at the address provided under section 16.0 of this Agreement.
- 8.2 The Municipality shall certify in writing to ENS that:
- (a) the Municipality has received certificates of destruction regarding ENS Information provided to candidates, and others as described in section 5.3; and
  - (b) all of the terms of Section 7.0 regarding provision of information to third parties have been met.
- 8.3 The Municipality agrees that ENS retains the right to conduct audits to ensure that the Municipality has fulfilled its obligations set forth in Sections 5.0 and 7.0 and, during such an audit the Municipality shall provide any requested documentation to ENS, including, but not limited to:
- (a) contracts between the Municipality and third parties;
  - (b) maintained copies of the Attestation of Destruction; and
  - (c) evidence that the Municipality has destroyed all copies of the ENS Information provided to the Municipality under the terms of this Agreement.
- 8.4 The Municipality shall report any privacy breach of ENS Information to ENS within 24 hours and the Municipality shall take appropriate action to mitigate any privacy breach of ENS Information in accordance with Schedule “D” attached hereto.

## **9.0 COSTS**

- 9.1 The Parties agree that should either of them require any Information from the other Party in excess of that contemplated by this Agreement, the requesting party shall pay the other Party a cost recovery charge for the preparation of that additional information.
- 9.2 ENS agrees to provide the ENS Information to the Municipality, in accordance with section 4.0 herein, and the Municipality shall pay ENS a cost recovery charge for the preparation of the ENS Information.

## **10.0 SECURITY**

- 10.1 The Parties recognize the confidential character of the Information.
- 10.2 The Parties shall make best efforts to ensure that the Information received from the other Party is held in strict confidence and shall treat the Information received with at least the same degree of care that the recipient, acting reasonably, should exercise with regard to its own highly confidential or proprietary personal information.
- 10.3 The Parties warrant that they have sufficient procedures and protections in place and shall continue to keep such procedures and protections in place, in order to enforce and maintain the confidentiality and to prevent unauthorized use or unauthorized disclosure of the Information.

## **11.0 TERM OF AGREEMENT AND RENEWAL**

11.1 This Agreement shall come into effect on **April 1, 2020** (the “Commencement Date”) and shall continue until **April 1, 2024** (the “Term”).

## **12.0 MISCELLANEOUS PROVISIONS**

12.1 The Municipality acknowledges that ENS makes no warranty, express or implied, with respect to the accuracy or completeness of the ENS Information it transmits under the terms of, or in the application of, this Agreement.

12.2 The Municipality agrees that ENS cannot, under any circumstances, under this Agreement, be held responsible for any damage resulting from the transmission or use of incomplete or inaccurate information or for any unauthorized disclosure of the ENS Information by the Municipality.

12.3 The Parties mutually agree to exchange, without delay, any information relating to any situation, real or apprehended, likely to affect the application of this Agreement in any way.

## **13.0 INDEMNITY**

13.1 The Municipality shall indemnify and hold ENS harmless from and against any and all claims, demands, suits and causes of action (“Claim(s)”) made or brought against ENS at any time hereafter, and all damages, losses, expenses, legal fees (on a solicitor and client basis), costs and liabilities suffered or incurred by ENS, its servants, agents or employees, or any third party in respect of such Claim, as a result of or arising out of the Municipality’s negligence or wilful misconduct in its use of the ENS Information provided to the Municipality hereunder, except to the extent that such Claim is attributable to ENS’s negligence, wilful misconduct or failure to undertake its obligations under this Agreement. A Claim includes, without limitation, any claim or cause of action resulting or arising, directly or indirectly, from:

- (a) a material breach or material non-performance by the Municipality, or by any of its servants, agents or employees, of any covenant or obligation of the Municipality contained herein;
- (b) any modifications or enhancements made to the ENS Information by the Municipality not in compliance with this Agreement; and
- (c) the use of the ENS Information by or on behalf of the Municipality not in compliance with this Agreement, where such use results in a claim of infringement of any copyright, trade secret or other intellectual property right of a third party that could have been avoided by the Municipality.

13.2 The obligations set out in section 13.1 shall survive the termination of this Agreement.

## **14.0 CONSEQUENCES OF NON-COMPLIANCE**

14.1 If any obligations set out in this Agreement have not been met, ENS may initiate the following consequences:

- (a) the candidate, village, third party, or Municipality will be named on the ENS website identifying the non-compliance; and
- (b) the candidate, village, third party, or Municipality will provide ENS with a mutually agreeable mitigation plan to the non-compliance before ENS may provide further information to the Municipality.

**15.0 ENTIRE AGREEMENT**

- 15.1 This Agreement and Schedules “A”, “B”, “C” and “D”, attached to this Agreement, set forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them as to that subject matter.

**16.0 NOTICE**

- 16.1 Any notice herein required or permitted to be given by either Party to the other shall be sufficiently given if delivered personally or sent by mail, postage prepaid, to the Parties, as follows:

For ENS:

The Assistant Chief Electoral Officer  
PO Box 2246  
Halifax, Nova Scotia B3J 3C8

For the Municipality:

Chief Administrative Officer  
Municipality of the District of Argyle  
PO Box 10  
Tusket, NS B0W 3M0

**17.0 AMENDMENTS**

- 17.1 No amendment may be made to this Agreement without the written consent of both Parties.

**18.0 APPLICABLE LAWS**

- 18.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the Province of Nova Scotia.

**19.0 SCHEDULES**

- 19.1 Schedules “A”, “B”, “C” and “D” attached to this Agreement form an integral part of this Agreement.





## SCHEDULE “A”

### EXCHANGED INFORMATION

#### 1. Information Exchange

- 1.1 The Municipality shall provide ENS with the most current digital spatial boundary for the municipality or part of it, the municipal electoral districts or the list of the communities within the municipality. This boundary may then be used to generate an accurate list of electors involved in the municipal election event .
- 1.2 The Municipality shall have access to ENS’ tabular civic address information identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.
- 1.3 The Municipality shall have access to the information of all active electors listed in the Register of Electors whose residence is identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.
- 1.4 ENS shall compile the list of active electors based on the geographic municipal boundaries provided by the Municipality.
- 1.5 ENS shall have access to the Final List of Electors, including any revisions and additions to the electors’ information on the municipal Preliminary List of Electors and the Final List of Electors, to analyze and update the Nova Scotia Register of Electors, where required.
- 1.6 The ENS Information shall be in a digital format and shall include the following information:
  - Full Name (*last name, first name, middle name*)
  - Date of Birth (*YYYY/MM/DD*)
  - Sex (*M or F or U-unknown*)
  - Full Civic Address (*unit/apartment, street number, building suffix, street name, street type, street direction, community/town, postal code*)
  - County
  - Mailing Address
  - ENS Civic Address ID
  - ENS Elector ID
  - Status of the elector:
    - ENS provides the Municipality with all records of active electors only. This field will have a value of “A” which corresponds to “Active Elector” status.

- ENS will provide spatial information as follows:
  - o The unique civic address identifier specified by Nova Scotia Civic Address (NSCAF)
  - o The Easting and Northing values for the civic address point
  - o Geographic Point ID of the civic address

1.7 The Municipality shall return the updated and added information of the electors on its Final List of Electors, including those of electors added on election day, in a digital format and shall include the following information, updated where needed, as mentioned below:

- Full Name (*last name, first name, middle name*)
  - o No initials should be used whenever possible.
- Date of Birth (*YYYY/MM/DD*)
  - o Date should keep its format of *YYYY/MM/DD*.
  - o Correct date of birth should be provided for all added electors.
- Sex (*M or F or U-unknown*)
- ENS Civic Address ID
  - o Should not be changed by the Municipality even when electors change their residence address
  - o If an address is added (new) by the Municipality, then this field should contain a zero value
- Full Civic Address information where the Elector is currently residing
  - o If the elector changed his/her residential address (including change of unit/apartments) or has been added to the list of electors, then those address fields should reflect the residential civic address information that the elector has been moved to or has been registered at.
  - o Complete address information should be recorded including (*unit/apartment, street number, building suffix, street name, street type, street direction, community/town, postal code*).
  - o If the elector did not change his/her residential address then the address information should remain the same as originally provided.
- County
  - o Should reflect the county of the elector's current address
- Mailing Address
  - o The Municipality is responsible for maintaining the mailing address of the elector once that elector changes his/her residential civic address or has provided a new mailing address. Both residential and mailing addresses should be maintained at the same time, whenever needed.

- Mailing address should always have a community/town and Postal Code specified.
  - ENS Elector ID
    - The Municipality should not change this information for all elector records provided by ENS.
    - If an elector is added to the List of Electors by the Municipality, then this field should contain a zero or blank value
  - Status of the elector:
    - The Municipality is responsible for keeping this field updated upon revising the elector's status with the following values:
      - *A* =Active elector
      - *D* =Deceased
      - *M* =Moved to an unknown address
      - *P* =Moved out of province (no longer a resident of Nova Scotia)
      - *Q* = not qualified as an elector (i.e not a Canadian citizen or 18+ years old)
      - *T* =Duplicate elector record
- 1.8 None of the provided electors' records should be deleted (purged/dropped). All records of electors that should not be on the Municipal List of Electors, for whatever reason, should have their status changed as mentioned above.
- 1.9 None of the provided elector and address information fields should be dropped or deleted. Municipality should update their values when required.
- 1.10 The Municipality shall update the Final List of Electors with all revisions and additions to the electors' information, as mentioned above, whether performed by the Municipality or by any other third party contracted by the Municipality.
- 1.11 Added electors should have complete information, correctly recorded, in all data fields; especially those of name, date of birth and residential civic address.
- 1.12 The revised list provided to ENS shall include the information of:
- all revisions made to the electors during the revision period, and
  - all additions (certificates to vote) and corrections uplifted from poll books on advance voting days and on ordinary polling day.
- 1.13 To preserve the timeliness and currency of the List of Electors' information, the Municipality shall provide the revised Final List of Electors to ENS, including all the additions and revisions done on the electors' information throughout the election event, and on ordinary polling day in digital format, within one month following any election or election related activity. **A paper copy List of Elector's are not acceptable and will be considered as a breach of this agreement if not provided digitally.**

**2. Frequency/Period**

- 2.1 ENS shall transmit the compiled Nova Scotia list of electors digital data set, with prior approval of the Chief Electoral Officer, to the Municipality, once requested in writing.
- 2.2 The Municipality shall deliver the digital data set of the revised list of electors, one month post-election, at the most.

**SCHEDULE “B”**

**ATTESTATION OF DESTRUCTION OF DATA BY THE MUNICIPALITY**

**WHEREAS** Elections Nova Scotia has provided the List of Electors extracted from the NS Register of Electors to [Name of the Municipality] \_\_\_\_\_ for electoral purposes;

**AND WHEREAS**, the terms of use of the ENS Information, the disclosure and the transmission of the ENS Information to third parties, and the municipal responsibilities have been agreed to by the Municipality;

**NOW THEREFORE**, on behalf of the Municipality, I, \_\_\_\_\_, certify that:

- (a) the List of Electors has only been used for electoral purposes;
- (b) all copies of the List of Electors provided to third party suppliers have been certified as destroyed by each third party service provider and their subcontractors and that the Municipality has received a Attestation of Destruction from each; and
- (c) all copies of the List of Electors provided to candidates have been certified as destroyed by each candidate and that the Municipality has received a Attestation of Destruction from each.

\_\_\_\_\_  
(Chief Administrative Officer Signature)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Name of Chief Administrative Officer)

\_\_\_\_\_  
(Name of Witness Signatory)

\_\_\_\_\_  
Date (year – month – day)

\_\_\_\_\_  
Date (year – month – day)

**SCHEDULE "C"**

**ATTESTATION OF DESTRUCTION OF DATA BY THE CANDIDATE OR THIRD PARTY  
SERVICE PROVIDER OR SUBCONTRACTOR**

**WHEREAS** [Name of the Municipality] \_\_\_\_\_ provided a copy of the List of Electors to [Name of the Candidate/ Third Party Service Provider/Subcontractor/Other] \_\_\_\_\_ for electoral purposes

**NOW THEREFORE I,** \_\_\_\_\_, certify that:

- (a) the List of Electors provided was only used for electoral purposes;
- (b) all copies of the List of Electors provided have been destroyed;
- (c) all copies of the List of Electors and any back-up copy have been removed from all computers; and
- (d) all copies of the List of Electors that have been provided to any and all third party service providers, their subcontractors or other persons have been destroyed.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Name of Authorized Signatory)

\_\_\_\_\_  
(Name of Witness Signatory)

\_\_\_\_\_  
(Title of Authorized Signatory)

\_\_\_\_\_  
Date (year – month – day)

**SCHEDULE “D”  
Privacy Breach Protocol**

**Part 1 - Privacy Breach Protocol**

- 1. Identify the privacy breach**
- 2. Immediate remedial action**
- 3. Internal notification**
- 4. Investigation and documentation**
- 5. External notification**

When personal privacy is breached, it is necessary to determine what stakeholders (e.g. public bodies or municipalities, general public, individuals etc.) should be notified, under what circumstances, and when. Outline external notification requirements. For consideration:

After reporting the privacy breach to Elections Nova Scotia, the Municipality must consider whether one or more of the following need to be notified:

Individual(s) whose privacy has been breached;  
Department of Municipal Affairs;  
and/or  
Other individuals who may have been affected by the breach.

- 6. Follow-up and long term remedial action**



## **PART 2 - Privacy Complaint Procedure**

### **1. Receive and Document the Complaint**

When a complaint is received, it is critical that the municipality discuss the details of the alleged breach and document what the complainant believes has happened. This should be completed in writing so that it can form part of the record of the Municipality's response to the complaint. It is recommended that a consistent format be used for this purpose within the Municipality.

### **2. Follow Steps 2 through 6 of the Privacy Breach Protocol**

At this point, all of the steps required for a self-identified or suspected privacy breach are the same as described in the previous template. Containment, internal and external notifications, full investigation and follow-up are all required.

### **3. Complainant Communication**

A complaint obviously differs from an internal discovery in the fact that there is an external complainant. Communication throughout the process and at the end of the process with this individual (or individuals) is a unique requirement in this regard.

Governed, of course, by the complexity of the breach scenario and the length of time the investigation ensues, the following steps should be incorporated into the Municipality's complaint procedure:

- 3.1 Send written acknowledgement to the complainant, restating the details presented by the complainant to the municipality, an indication of who is internally accountable for the investigation (first formal correspondence).
- 3.2 Send written update of progress of the investigation (stage of investigation, follow-up activities, expected or updated time frames, etc.). This step should be triggered by time elapsed since initial acknowledgement of the complaint. It is suggested that a written update be required at a point no more than two months (preferably less) from the acknowledgement. The updates would continue on the schedule set out in Municipality's procedure.
- 3.3 Generate report of the results of the investigation, to include as a minimum: verification of the breach, mitigating/follow-up activities taken, and so on.
- 3.4 Consider sharing the de-identified details of the breach investigation with the Chief Information Access and Privacy Officer for incorporation into training and communication.