

This is Schedule "A" to the Information Access and Sharing Agreement for Phase One of the Panorama Project between the Government of Manitoba and _____.

PANORAMA TERMS OF USE AGREEMENT

In return for being authorized to access and use Panorama, I agree to comply with the following Terms of Use:

1. Access to Panorama

- 1.1. I understand that my Panorama access privileges, as authorized by the entity I am employed by or contracted to ("Authorizing Organization"), are to be used as required to perform my employment duties or contractual obligations.
- 1.2. I will restrict my access to and use of Personal Health Information (as defined in *The Personal Health Information Act*) and Personal Information (as defined in *The Freedom of Information and Protection of Privacy Act*) in Panorama to:
 - (a) information about individuals with whom I am in a care relationship and whose information is necessary for the provision of health care or for arranging the provision of health care; or
 - (b) information that I require to fulfill my administrative responsibilities and duties related to supporting the provision of health care, including the creation of standard reports where I am permitted to do so by my Authorizing Organization, or
 - (c) information that I require to fulfill any responsibilities and duties I may have under *The Public Health Act*and I will not access or use Personal Health Information or Personal Information contained in Panorama for any other purpose or with respect to any other individual.
- 1.3. I will use Panorama only for the protection and promotion of public health and related services such as vaccine distribution and administration, pharmaceutical supply provision, and materials provision of public health products (the "Permitted Use").
- 1.4. I agree not to disclose any Personal Health Information or Personal Information contained in Panorama to any person, other than to individuals the information is about and with whom I am in a care relationship, including my Authorizing Organization or as permitted or required under *The Public Health Act*.
- 1.5. In order to maintain a user account with Panorama I will provide to my Authorizing Organization and keep up-to-date certain business contact information about me. I consent to that information being shared with Manitoba Health, Healthy Living and Seniors ("Manitoba Health") and its representatives, including Manitoba eHealth.

- 1.6. I understand that my Authorizing Organization may have its own rules, requirements and restrictions for my access to and use of Panorama, and I agree that I will comply with them as they may apply to me.

2. Provision of Panorama

- 2.1. I recognize that data presented in Panorama may not be complete, as this is dependent on factors beyond the control of Manitoba Health and its representatives.
- 2.2. I acknowledge that the content, format and nature of Panorama may change from time to time without prior notice to me.
- 2.3. I agree that Manitoba Health in its sole discretion, and without prior notice, may temporarily or permanently cease making Panorama, or any of its features, available to me or to users generally.

3. My password and account security

- 3.1. I am responsible for maintaining at all times the confidentiality of my user ID, my password and any other Panorama user authentication identification that I am required to input to access Panorama. I will not disclose them to or share them with anyone else, or leave them where others might see them.
- 3.2. I acknowledge that all actions taken in Panorama under my user ID and password are deemed to have been taken by me, and I agree that I will be solely responsible for all activities that occur using my user ID and password. To help prevent others from accessing Panorama using my user ID and password, I will log out of Panorama as soon as I have completed each session.
- 3.3. If I suspect that my password has been obtained or used by another person, I will immediately notify the Manitoba eHealth Service Desk and change the password. I will also immediately advise my Authorizing Organization.
- 3.4. I am aware that my access to and activity on Panorama will be logged and may be monitored, may be audited on a random basis and will be audited if a breach of security is reported or suspected. I understand and agree that the results of any audits, which may include Personal Information about me and my access to and activity on Panorama, may be disclosed to my Authorizing Organization.
- 3.5. I will refrain from any action which will or may disrupt the operation or availability of Panorama or will inappropriately modify or delete the information in Panorama.

4. Record of user activity

- 4.1. I understand that Panorama is capable of creating a record of user activity in accordance with the *Personal Health Information Regulation* made under *The Personal Health Information Act*, and that an individual will be given on request an excerpt from the record of user activity showing a list of persons, by name, who have viewed that individual's information in Panorama (including my name, if applicable).

5. Maintaining Confidentiality

- 5.1. I will keep confidential all information which I may obtain from Panorama and accordingly will comply with these Terms of Use, my legal obligations (including, where applicable, under *The Personal Health Information Act*, *The Freedom of Information and Protection of Privacy Act* and *The Public Health Act*) and my Authorizing Organization's rules, requirements and restrictions applicable to such information.
- 5.2. When a computer screen is displaying information from Panorama, I will not leave it unattended and will ensure that no one is inappropriately viewing the screen.
- 5.3. I will access and use Panorama only from computers which are designated for that purpose by my Authorizing Organization and from computers which: (1) I am reasonably confident are secure; (2) are not available for public use; and (3) have suitable anti-virus and anti-spyware protections.
- 5.4. I will hold and use any information that is viewed, printed or copied from Panorama in accordance with applicable laws and any applicable policies.
- 5.5. I will not download, save or otherwise transfer any information from Panorama onto any device or media (e.g. laptop hard drive, USB drive, disk, mobile device) unless such device or media contains suitable encryption mechanisms.
- 5.6. I will not leave a laptop computer or portable media storage device unattended, unless the computer or device is physically secured in a locked desk, filing cabinet or room.

6. Duty to report breaches

- 6.1. I will report any actual, suspected or potential privacy or security breaches involving Panorama (whether caused by me or another person) immediately in accordance with the applicable policies and procedures, including to the Manitoba eHealth Service Desk and to my Authorizing Organization.

7. Ending my relationship with Panorama

- 7.1. If I want to terminate my access to Panorama, I may do so at any time by notifying either my Authorizing Organization or the Manitoba eHealth Service Desk.
- 7.2. My Authorizing Organization and/or Manitoba Health, through Manitoba eHealth, may also terminate my Panorama access at any time if:
 - (a) I am no longer employed or engaged by my Authorizing Organization;
 - (b) I am no longer carrying out the employment- or contract-related activities, duties or tasks that require access to Panorama;
 - (c) I breach:

- (i) any laws pertaining to the protection of information in Panorama (including, where applicable, *The Personal Health Information Act*, *The Freedom of Information and Protection of Privacy Act* and *The Public Health Act*);
- (ii) any provision of these Terms of Use;
- (iii) my Authorizing Organization's policies respecting access to Panorama and the protection of Personal Health Information or Personal Information,

or I have acted in manner which clearly shows that I do not intend, or I am unable, to comply with my obligations under any applicable law, agreement or policy;

- (d) I conduct myself in a manner that puts Panorama and the information in it at risk of unauthorized access, use, disclosure or retention; or
- (e) Manitoba Health and my Authorizing Organization terminate their agreement respecting the provision of access to Panorama;

7.3. I understand that if my access to Panorama has been terminated under Subsection 7.2(c) or (d), notification may be sent to my authorizing organization(s) and to any applicable professional bodies.

8. License Terms

8.1. I understand that Panorama uses licensed software which is the property of the Licensor.

8.2. I acknowledge that the software contains valuable confidential and proprietary information of the Licensor.

8.3. I agree that I will use Panorama only for the Permitted Use within Manitoba.

8.4. I will not:

- (a) reverse assemble, reverse compile, or otherwise translate Panorama;
- (b) sublicense or transfer my licence to use Panorama; or
- (c) sell, lease, license or otherwise distribute Panorama to any other person or third party.

9. Changes to the Terms of Use

9.1. Manitoba Health may make changes to these Terms of Use from time to time, and my continued use of Panorama signifies my consent to those changes. In addition, I understand that changes to the Terms of Use may be brought to my attention upon access to Panorama, in which case I will be asked to agree to the Terms of Use presented to me at that time.

10. Training

- 10.1 I acknowledge that appropriate training on the use of Panorama is available through my Authorizing Organization and Manitoba Health.

11. Survival of Certain Terms of Use

11.1. I understand that even if my access to Panorama is terminated, I must continue to comply with Section 5.1 above.

I have read and understand these Terms of Use, and agree to be bound by them.

Name (Printed)

Position

Signature

Date