NOVA SCOTIA

Schedule C
Drug Information System Confidentiality Agreement
(Pharmacy Software Vendor)

The Nova Scotia Department of Health and Wellness and the Pharmacy Software Vendor agree that each Party shall:

a) Not use, disclose, reproduce or otherwise make available, proprietary information (including firewall, network or host configurations) provided by the other Party to any person, firm or enterprise (other than each Party's customers, employees or agents who have a need to know such information for the purposes of the Agreement), unless specifically authorized in writing to do so by the other Party;

b) Exercise all due care and diligence and take all reasonable precautions to prevent any unauthorized collection, use, disclosure, retention, destruction or disposal of any Drug Information System (DIS) proprietary information or personal health information;

c) Ensure that each staff member who requires access to the DIS also signs a confidentiality agreement similar to the one attached to this schedule at Appendix A, that addresses the privacy and security of any DIS proprietary information or personal health information and verifies that the staff member has read Section 5.3 of the DIS Joint Service and Access Policy and associated DIS Privacy and Security Guidelines for Best Practices; and,

d) Keep confidential all data and other information which comes into their possession pursuant to, or as a result of, or in the performance of this Agreement and shall not divulge such information to any third party without the prior written consent of the other, during the term of this Agreement and after termination.

Notwithstanding the above, DIS information may be disclosed by the Parties to the extent required or permitted by law, including but not limited to the *Freedom of Information and Protection of Privacy Act*, S.N.S. 1993, c. 5 ("FOIPOP") and the *Personal Health Information Act*, S.N.S. 2010, c. 41 ("PHIA").

SIGNED in the presence of)

_____
Witness

_____
Witness

HER MAJESTY THE QUEEN in right of the Province of Nova Scotia as represented in this behalf by the Department of Health and Wellness

Signatory Name:_____

Title:_____

Signature:_____Date:_____

PHARMACY SOFTWARE VENDOR

Organization Name:_____

Signatory Name:_____

Title:_____

Signature:_____Date:_____

Completed confidentiality agreement forms must be faxed to: 1 (902) 407-3020.