ADR INSTITUTE OF CANADA

PRIVACY POLICY

1. PURPOSE

The ADR Institute of Canada ("**ADR Canada"**) is federally incorporated, not-for-profit organization.

It is consistent with the core values of ADR Canada, and thus constitutes the policy of ADR Canada, to protect the Personal Information of its employees, clients, customers and members and other individuals whose Personal Information it handles (collectively, "**Individuals**"). ADR Canada recognizes that effective systems and measures to protect such Personal Information are important to safeguarding the interests of Individuals who share their information with ADR Canada. The purpose of this privacy policy (the "**Policy**") is to establish common rules to govern the collection, use and disclosure of Personal Information by ADR Canada, in a manner that balances an Individual's right to privacy with the need of ADR Canada to collect, use or disclose Personal Information for purposes that a reasonable person would consider appropriate in the circumstances, in accordance with applicable privacy laws ("**Privacy Laws**").

In this Policy, ADR Canada includes the National office and six regional affiliates engaged in the development, promotion and administration of dispute resolution services in Canada, the provision of information and skill building tools and services for practitioners and users of ADR services, development and implementation of national standards, a code of ethics and complaint procedures for ADR professionals, training and trainers, national accreditation for mediator and arbitrators, course approval and training and special benefits to members.

SCOPE

Role of the Policy

(a) This Policy is the core privacy policy for ADR Canada.

(b) Attached as a schedule are the contact information for the Privacy Officer; a representative sampling of exceptions to the general principle that ADR Canada will not collect, use or disclose Personal Information without the knowledge and consent of the Individual; and the exception for publicly available information.

Schedule "A"	**Privacy Officer**
Schedule "B"	**Examples of Exceptions to Consent Requirement for Collection, Use and Disclosure**
Schedule "C"	**Publicly Available Information Exceptions**

Other Scope Issues

(c) ADR Canada will continue to review and revise the Policy from time to time to ensure that it is relevant and remains current with changing laws, regulations and technologies.

(d) Individuals whose Personal Information has been provided to ADR Canada shall be able to address a challenge concerning compliance with the principles expressed herein to the Privacy Officer and their designate accountable for ADR Canada's compliance with the Policy.

(e) The Policy applies to Personal Information provided to ADR Canada that is collected, used, or disclosed by ADR Canada.

(f) The Policy applies to the management of Personal Information in any form whether oral, electronic or written.

(g) The Policy does not impose any limits on the collection, use or disclosure of:

(i) the name, title, business address (not including business e-mail address which is considered Personal Information), or business telephone number, of any employee or official of any organization, to the extent that such information is collected, used or disclosed for the purpose of contacting an individual in that person's capacity as an employee or official of ADR Canada or any other organization;

(ii) publicly available information as set out in Schedule "C".

2. DEFINITIONS

"Act" means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5.

"ADR Canada Website" means the website of the ADR Institute of Canada.

"collection" - the act of gathering, acquiring, recording, or obtaining Personal Information from any source, including sources other than the Individual to whom the Personal Information belongs, by any means.

"Consent" - voluntary agreement to the collection, use or disclosure of Personal Information for defined purposes. Consent can be either express or implied and can be provided directly by the individual or by an authorized representative. Express consent can be given orally, electronically or in writing, but is always unequivocal and does not require any inference on the part of ADR Canada. Implied consent is consent that can reasonably be inferred from an individual's action or inaction.

"disclosure" - making Personal Information available outside ADR Canada.

"identified purposes" - means the purposes identified to the individual whose Personal Information is used by ADR Canada.

"Individual" - any person who directly or indirectly provides their Personal Information to ADR Canada

"Personal Information" – means information about an identifiable Individual (other than the information described under Section 1(g) above), which therefore does not include information that cannot be associated with a specific individual.

"Privacy Officer" - means the privacy officer of ADR Canada as set out in Schedule "A".

"**Purposes" -** means the purposes identified to the individual whose Personal Information is used by ADR Canada.

"use" - the treatment, handling, management and retention of Personal Information.

SUMMARY - PRIVACY PRINCIPLES

- **Accountability.** ADR Canada is responsible for Personal Information under its control and has designated a Privacy Officer who is accountable for assisting ADR Canada in being compliant with this policy and the Act.

- **Identifying Purposes.** ADR Canada identifies the purposes for which it collects Personal Information at or before the time of collection from an Individual, and in any case, prior to use or disclosure of the Personal Information for the identified purposes.

- **Consent.** The knowledge and Consent of the Individual are required for the collection, use, or disclosure of Personal Information, except where the collection, use or disclosure of Personal Information without such knowledge and Consent is permitted by law or a recognized authority. In appropriate circumstances, Consent may be implied.

- **Limiting collection.** ADR Canada limits the collection of Personal Information to that which is necessary for the purposes that it has identified. Such information is collected by fair and lawful means.

- **Limiting Use, Disclosure and Retention.** Personal Information is not used or disclosed for purposes other than the identified purposes, except with the Consent of the Individual or as otherwise permitted by law. Personal Information is retained only as long as is set out in ADR Canada's retention policy.

- **Accuracy.** ADR Canada keeps the Personal Information as accurate, complete, and up-to-date as is necessary for the identified purposes.

- **Safeguards.** ADR Canada adopts security safeguards appropriate to the sensitivity of the Personal Information to protect such Personal Information.

- **Openness.** ADR Canada makes readily available to Individuals specific information about its Policy, and other policies and practices relating to the management of Personal Information.

- **Individual Access.** Upon written request, ADR Canada will inform an Individual of the existence, use, and disclosure of his or her Personal Information, will provide such Individual with access to that information, and will permit the Individual to challenge the accuracy and completeness of the Personal Information.

- **Challenging Compliance.** An Individual shall be able to address a concern regarding ADR Canada's compliance with the principles expressed herein to the ADR Canada Privacy Officer.

3.1 ADR CANADA'S ACCOUNTABILITY FOR COMPLIANCE

Accountability. ADR Canada is responsible for Personal Information under its possession or control, including any Personal Information transferred to third parties for processing. ADR Canada has established policies and practices to give effect to this privacy statement and has designated a Chief Privacy Officer who is accountable for assisting ADR Canada in being compliant with this policy and the Act.

(a) ADR Canada is responsible for Personal Information under its control and has designated one person as its Privacy Officer (see contact information in Schedule "A"), who is generally accountable and responsible for ADR Canada's compliance with this Policy, and for ensuring that the Policy complies with the Act.

(b) Comments and questions regarding this Policy or its administration should be forwarded to the Privacy Officer's attention.

(c) ADR Canada is responsible for Personal Information in its possession or custody, including information that has been transferred to a third party for processing. In order to provide a comparable level of protection while a third party is processing the information, ADR Canada ensures that through contractual means, each non-ADR Canada third party receiving such Personal Information is bound to protect such information.

(d) The ADR Canada Privacy Officer will review on a periodic basis (and if necessary amend) this Policy, and review other issues in connection with same.

(e) Other individuals within ADR Canada may be designated to act on behalf of the Privacy Officer from time to time.

(f) All inquiries should be in writing and addressed to the Privacy Officer, as set out in Schedule "A".

(g) Individuals making a request in respect of Personal Information held by ADR Canada, or making any inquiry as to the procedure for making such request should be as specific as possible with respect to what information is requested.

3.2 IDENTIFYING PURPOSES FOR COLLECTION OF PERSONAL INFORMATION

Identifying Purposes. ADR Canada identifies the purposes for which it collects Personal Information at or before the time of collection from an Individual, and in any case, prior to use or disclosure of the Personal Information for the identified purposes.

See Schedule B, section 3.2 for exceptions to consent requirement for collection, use and disclosure.

(a) ADR Canada identifies the purposes, through either direct explanation or use of other notification means for which it collects Personal Information at or before the time of collection from an Individual, and collects only that information necessary for such identified purposes.

(i) determining and documenting an applicant's eligibility for membership, certification, or inclusion on mailings;

(ii) understanding, and administering products and services that meet member, client or customer ADR needs;

(iii) processing any payments made by clients for ADR Canada products and services; collecting any amounts owing by members or clients under any goods or services transactions; and investigating, pursuing and adjudicating any collections and/or damages claims relating to members, clients or customers;

(iv) communicating with members, clients or customers in connection with the foregoing purposes;

(v) offering members, clients and customers new products and services that may be of interest to them (provided that members and clients have not opted out of receiving such offers); and

(vi) investigating complaints.

(b) When ADR Canada wishes to use or disclose the Personal Information for a purpose other than an identified purpose, it will identify the new purpose prior to such use or disclosure. The Individual whose Personal Information is at issue must consent before ADR Canada can use or disclose the information for this new purpose, unless such use or disclosure without consent is permitted by law.

(c) When collecting Personal Information directly from an Individual, ADR Canada personnel explains the identified purposes to the applicable Individual.

(d) When collecting Personal Information, other than from an Individual, i.e. from a third party, and doing so without the direct consent of the Individual, ADR Canada shall:

(i) provide the disclosing organization with sufficient information regarding the purpose of the collection to allow the disclosing organization to determine whether the disclosure would be in accordance with the Act; and

(ii) obtain representation from the third party that it has obtained the consent of the Individual for the collection, use and disclosure of the Personal Information by ADR Canada for that purpose.

(e) ADR Canada ensures that the purposes for which it collects Personal Information are only purposes that a reasonable person would consider appropriate in the circumstances.

3.3 OBTAINING CONSENT TO COLLECT, USE AND DISCLOSE PERSONAL INFORMATION

Obtaining Consent. ADR Canada will make a reasonable effort to advise an individual as to how Personal Information will be used or communicated or disclosed by ADR Canada. Generally, ADR Canada will obtain an individual's consent to the collection, use and communication or disclosure of Personal Information for the Purposes before or at the time it collects the information. A member, client or customer's consent may be express or implied, depending on the sensitivity of the information.

(a) Subject to (b) below, the knowledge and Consent of the Individual are required for the collection, use, or disclosure of Personal Information by ADR Canada, except where the collection, use or disclosure of Personal Information without such knowledge and Consent is permitted or required by law. In appropriate circumstances, Consent may be implied.

(b) The Act sets out specific circumstances under which ADR Canada may collect, use, or disclose Personal Information without the knowledge or Consent of the Individual. Schedule "B" sets out a representative sampling of those circumstances wherein ADR Canada may, without knowledge or Consent, collect, use, or disclose Personal Information.

(c) ADR Canada uses reasonable efforts to ensure that Individuals are advised of the purposes for which their Personal Information will be used. For example, if Personal Information is collected in writing, the purposes will be identified on the application form, or if Personal Information is collected orally, such purposes will be listed on the script to be used by persons collecting Personal Information. To make the Consent meaningful, the purposes are stated in such a manner that the Individual can reasonably understand how the Personal Information will be used or disclosed.

(d) Typically, ADR Canada seeks Consent for the use or disclosure of information at the time of its collection. In certain circumstances, Consent for the use or disclosure may be sought after the information has been collected, but before it is so used or disclosed (for example, when ADR Canada wants to use Personal Information for a purpose not previously identified).

(e) ADR Canada does not, as a condition of the supply of information or services, require an Individual to Consent to the collection, use, or disclosure of Personal Information beyond that required to fulfill the explicitly specified and legitimate identified purposes.

(f) In determining the form of Consent, ADR Canada takes into account the sensitivity of the Personal Information involved. ADR Canada generally seeks

express Consent when the Personal Information is likely to be considered sensitive, and implied Consent when the information is less sensitive.

(g) In obtaining Consent, ADR Canada also takes into account the reasonable expectations of the Individual.

(h) ADR Canada may seek Consent in various ways, depending on the circumstances and the type of information collected, including, for example, using an application form and/or a check-off box, or collecting oral consent - in particular, when information is collected over the telephone.

(i) An Individual may withdraw Consent at anytime, subject to legal or contractual restrictions and reasonable notice. ADR Canada will inform the Individual of the implications of such withdrawal. For example, where an Individual withdraws Consent to the uses of their Personal Information, such withdrawal may result in ADR Canada being unable to market services to such Individual.

(j) An individual may withdraw or vary his or her consent on reasonable notice to ADR Canada, subject to legal or contractual restrictions. ADR Canada will generally be able to give effect to such withdrawal or variation on thirty (30) days' notice, and will, if it has not already done so, advise the individual of the implications of his or her withdrawal or variation.

3.4 LIMITS ON THE COLLECTION OF PERSONAL INFORMATION

Limiting collection. ADR Canada limits the collection of Personal Information to that which is necessary for the purposes that it has identified. Such information is collected by fair and lawful means. ADR Canada will not collect Personal Information from any third party without an individual's consent unless the collection is clearly in the individual's interest and ADR Canada is unable to obtain consent in a timely way, or as otherwise permitted by law.

(a) ADR Canada limits the collection of Personal Information to that which is necessary for the identified purposes. ADR Canada collects the Personal Information by fair and lawful means.

(b) ADR Canada does not collect Personal Information at random without regard to an identified purpose or in a misleading manner. Both the amount and the type of information collected is limited to that which is necessary to fulfill the identified purposes. ADR Canada specifies the type of information collected as part of its information-handling policies and practices.

3.5 LIMIT ON THE USE, COMMUNICATION OR DISCLOSURE AND RETENTION OF PERSONAL INFORMATION

Limits on the use, communication or disclosure and retention. ADR Canada will only use, communicate or disclose and retain Personal Information for the purposes identified in this policy. ADR Canada will identify any third parties to whom Personal Information will be communicated or disclosed at the time of collection and obtain an individual's consent to such communication or disclosure.

(a) ADR Canada will keep a record of each individual's Personal Information in a file specific to him or her. ADR Canada will use, communicate or disclose and retain Personal Information only for as long as is necessary to fulfil the purposes or as otherwise permitted or required by law. ADR Canada has established minimum and maximum retention periods and procedures for retaining and destroying Personal Information.

(b) ADR Canada does not use or disclose Personal Information for purposes other than those identified purposes for which it was collected, except with the Consent of the Individual or as necessary for the fulfillment of those purposes, or as permitted by applicable law.

(c) Only ADR Canada personnel with an organizational "need-to-know", or whose duties reasonably so require, in order to fulfill the identified purposes, are granted access to Personal Information.

(d) ADR Canada keeps Personal Information only as long as it remains necessary or relevant for the identified purposes, or as required or permitted by law.

(e) Where the Personal Information has been used to make a decision about an Individual, it will be retained long enough to allow the Individual access to the information for a reasonable period of time after the decision has been made, pursuant to the ADR Canada Document Retention Policy;

(f) Where the Personal Information is the subject of a request from an Individual, it will be retained for as long as is necessary to allow the Individual to exhaust any recourse under the Act generally.

(g) ADR Canada destroys or erases Personal Information that is no longer to be retained pursuant to (d), (e) and (f) above.

3.6 ACCURACY OF PERSONAL INFORMATION

Accuracy. ADR Canada will use reasonable efforts to keep Personal Information as accurate, complete and up-to-date as necessary for the purposes of its policy. ADR Canada will not routinely update Personal Information unless necessary. ADR Canada expects individuals from time to time, to update their Personal Information themselves, using the "Update Your Listing" feature of this Web site.

(a) ADR Canada keeps Personal Information as accurate, complete, and up-to-date as is necessary for the identified Purposes.

(b) Personal Information used by ADR Canada is kept accurate, complete, and as up-to-date as possible to minimize the possibility that inappropriate information could be used to make a decision about the Individual. To ensure the foregoing with respect to Personal Information, ADR Canada requires each Individual to ensure that the Personal Information, which he or she has provided to ADR Canada, is accurate and remains current.

(c) ADR Canada does not routinely update Personal Information, unless such a process is necessary to fulfill the purposes for which the information was collected (for example, the periodic updates set out in (b) above).

(d) Personal Information that is used continually, including information that is disclosed to third parties, is generally kept accurate and up-to-date, unless limits to the requirement for accuracy are clearly set out.

3.7 SAFEGUARDING PERSONAL INFORMATION

Safeguards. ADR Canada is committed to protecting the security of Personal Information. ADR Canada uses security safeguards appropriate to the sensitivity of Personal Information to protect it from loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

(a) ADR Canada has implemented security safeguards to protect Personal Information, regardless of the format in which it is held, against loss or theft, unauthorized access, collection, disclosure, copying, use, or modification, through safeguards which are appropriate to the sensitivity of the information that has been collected, the amount, distribution, and format of the information, and the method of storage. A higher level of protection is used to safeguard more sensitive information.

(b) The methods of protection used include:

(i) physical measures, for example, locked filing cabinets and restricted access to offices;

(ii) organizational measures, for example, limiting access on a "need-to-know" basis; and

(iii) technological measures, for example, the use of passwords and encryption.

(c) ADR Canada protects Personal Information disclosed to non-ADR Canada third parties, by contractual agreements stipulating the confidentiality of the Personal Information and the purposes for which it may be used and disclosed.

(d) ADR Canada's staff is made aware, through orientation and refresher training programs, of the importance of maintaining the confidentiality of Personal Information. ADR Canada conducts periodic internal and independent audits of its security safeguards and any breach of ADR Canada's security safeguards is a disciplinary matter. ADR Canada's security safeguards extend to the destruction of Personal Information.

(e) ADR Canada uses care in disposing of or destroying Personal Information to prevent unauthorized parties from gaining access to the information.

3.8 AVAILABILITY OF INFORMATION ABOUT ADR CANADA'S POLICIES AND PRACTICES

Openness. ADR Canada is open about the policies and practices it uses to manage Personal Information. This privacy statement is intended to provide individuals with specific information about such policies and practices; however, ADR Canada will provide individuals with additional information upon request.

(a) ADR Canada makes readily available to Individuals specific information about this Policy and other policies and practices relating to the management of Personal Information.

3.9 ACCESS TO PERSONAL INFORMATION

Individual access. Upon written request, ADR Canada will inform an Individual of the existence, use, and disclosure of his or her Personal Information, will provide such Individual with access to that information, and will permit the Individual to challenge the accuracy and completeness of the Personal Information.

(a) ADR Canada shall, upon the written request of an Individual:

(i) inform such Individual of the existence (including the source of the Personal Information), use, and disclosure (including a list of the organizations to which ADR Canada has, or may have, disclosed such Individual's Personal Information) of his or her Personal Information, except as set out in (e) and (f) below;

(ii) provide such Individual with access to that information except as set out in (e) and (f) below*;* and

(iii) provide such Individual with a process to be able to express a concern regarding the accuracy and completeness of the Personal Information and where an Individual successfully demonstrates the inaccuracy or incompleteness of Personal Information, ADR Canada will amend the Personal Information as required as soon as reasonably possible. Where reasonably appropriate, ADR Canada will transmit the amended information to third parties having access to the Personal Information in question.

(b) ADR Canada will respond to each such Individual and Employee request not later than thirty (30) days after receipt of a written request. Notwithstanding the foregoing, where:

(i) a large amount of Personal Information is requested and meeting the time limit would unreasonably interfere with the activities of ADR Canada; or

(ii) the time required to undertake any consultations necessary to respond to the request would make the time limit impracticable to meet;

then ADR Canada shall within such thirty (30) day period send a notice to the Individual, advising them of the new time limit (which shall be no more than an additional thirty (30) day period, the reasons for extending the time limit and their right to make a complaint to the federal Privacy Commissioner or other applicable Privacy Law authority in respect of the extension. Where ADR Canada extends the time limit for responding to a request by the maximum additional thirty (30) day period, ADR Canada may charge a minimal cost for such request in accordance with (c) below.

(c) ADR Canada will respond to each such request, under ordinary circumstances, at no cost to the Individual for access.

(d) Where ADR Canada is making the requested information available, the information shall be in a form that is generally understandable, including explaining any abbreviations or codes.

(e) Notwithstanding the foregoing, ADR Canada may not provide access to the Personal Information only if the information:

(i) is protected by solicitor-client privilege;

(ii) would reveal confidential information about ADR Canada;

(iii) was collected without the knowledge and consent of the Individual (as to do otherwise would have compromised the availability or the accuracy of the Personal Information, and the collection was reasonable for purposes relating to investigating the breach of an agreement or a contravention of the laws of Canada or a province); or

(iv) was generated in the course of a formal dispute resolution process, including without limitation such a process between (A) ADR Canada and (B) the Individual; provided that where the Personal Information requested by the Individual is needed because the life, health or security of an individual (who may or may not be the requesting Individual) is threatened, then ADR Canada will provide such Personal Information.

(f) Under no circumstances shall ADR Canada provide access to the Personal Information if:

(i) the information could reasonably be expected to threaten the safety or physical or mental health of an individual other than the individual who made the request;

(ii) the information could reasonably be expected to cause immediate or grave harm to the safety or physical or mental health of the individual who made the request; or

(iii) the information would reveal the identity of an individual who has provided Personal Information about another individual and the individual providing the Personal Information does not consent to the disclosure of his or her identity. [1]

[1] For example, if an ADR Canada board member provides an opinion on an individual's application for certification as an arbitrator or mediator that an individual is not fit to be certified, and disclosing this opinion would reveal the identity of the member who does not consent to such disclosure, ADR Canada may not disclose such information.

(g) Notwithstanding (e) and (f) above, if ADR Canada is able to remove the information listed in (e)(ii) and (f)(i), (ii) and (iii) from a document that contains Personal Information about the individual who requested it, ADR Canada must provide the individual with access to the Personal Information after the information referred to above is removed.

(h) Where access to the Personal Information would likely reveal Personal Information about a third party:

(i) ADR Canada shall not provide access to such Personal Information, provided that if the Personal Information of the third party is severable from the Personal Information of the requesting Individual, ADR Canada shall sever such third party Personal Information and shall provide the requesting Individual with their remaining Personal Information; but

(ii) notwithstanding (h)(i) above, ADR Canada shall provide such access, and need not sever third party Personal Information, where such third party consents or where the Personal Information requested by the Individual is needed by the Individual because the life, health or security of an individual (who may or may not be the requesting Individual) is threatened.

(i) In addition, in the case of sensitive medical information, ADR Canada may refer the Individual to the Individual's physician to disclose such Personal Information to the Individual.

(j) Where ADR Canada refuses a request from an Individual under this Section of the Policy within the thirty (30) day response period, ADR Canada will identify (i) the reasons for refusing the request, (ii) the recourse for the Individual under the Act generally, and (iii) the contact information of the Privacy Officer who can answer any questions about the refusal to provide access to the information, as set out in Schedule "A".

(k) If an Individual makes a written request to ADR Canada to inform him or her about any disclosure of their Personal Information to a government institution, the Privacy Officer shall be informed, and ADR Canada shall not respond to such request until the Privacy Officer has determined whether ADR Canada must notify the government institution and otherwise comply with the procedures set out in Sections 9(2.1) to 9(2.4) of the Act.

3.10 HANDLING COMPLAINTS AND QUESTIONS

Complaints And Questions. An individual may challenge ADR Canada's compliance with this privacy statement. All complaints or inquiries should be in writing, include the individual's name, contact information and a brief description of the complaint, and be directed to ADR Canada's Privacy Officer**.**

Prior to making a complaint to the Chief Privacy Officer, or if a complaint is not resolved to the individual's satisfaction, the individual may also make a complaint to the applicable Privacy Commissioner.

(a) An Individual can submit a complaint in writing to the Privacy Officer concerning ADR Canada's compliance with the above principles.

(b) ADR Canada has put procedures in place to receive and respond to inquiries or concerns/complaints about its policies and practices relating to the handling of Personal Information. ADR Canada informs Individuals who make inquiries or lodge concerns/complaints of the existence of relevant complaint procedures.

(c) ADR Canada investigates all concerns/complaints pursuant to its complaint procedures. If it concludes that a complaint is justified, ADR Canada will take appropriate measures, including, if necessary, amending its policies and practices. ADR Canada will inform each Individual of the outcome of the investigation regarding his or her challenge/complaint.

(d) When a concern /complaint is not resolved to the satisfaction of the Individual, ADR Canada records the substance of the unresolved concern/complaint, and where appropriate transmits the existence of the unresolved concern/complaint to third parties having access to the Personal Information in question.

SCHEDULE “A”

PRIVACY OFFICER

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SCHEDULE "B"

EXAMPLES OF EXCEPTIONS TO CONSENT REQUIREMENT FOR COLLECTION, USE AND DISCLOSURE

The following is a representative sampling of circumstances under which ADR Canada may, without knowledge or Consent,:

(i) **collect** Personal Information:

(A) where the collection is clearly in the interests of the Individual and Consent cannot be obtained in a timely way; or

(B) where it would be reasonable to expect that the collection with the knowledge and consent of the individual would compromise the availability or the accuracy of the information and the collection is reasonable for purposes related to investigating a breach of an agreement or a contravention of the laws of Canada or a province.

(ii) **use** Personal Information:

(A) where the information was collected in accordance with paragraphs (i)(A) or (B);

(B) where ADR Canada becomes aware of information it has reasonable grounds to believe could be useful in investigating or preventing a contravention of the laws of Canada, a province, or another country, that has been, is being, or is about to be committed, the use with consent would compromise the investigation and the information is used to investigate that contravention; or

(C) where the information is used to act in an emergency that threatens the life, health or security of an Individual; and

(iii) **disclose** Personal Information:

(A) where the disclosure is made to a barrister or solicitor who is representing ADR Canada;

(B) where required to comply with a subpoena or warrant issued or an order made by a body with jurisdiction to compel the production of information, or to comply with court rulings relating to the production of records.

(C) where made to a government institution or part of a government institution that has requested the information, identified its lawful authority to obtain the information, and indicated that

(I) to the extent the Act applies, it suspects that the information relates to national security, the defense of Canada, or the conduct of international affairs,

(II) the disclosure is requested for the purpose of enforcing any law of Canada, a province or, to the extent the Act applies, another country, carrying out an investigation relating to the enforcement of any such law, or gathering intelligence for the purpose of enforcing any such law, or

(III) the disclosure is requested for the purpose of administering any law of Canada or a Canadian province.

(D) where made on the initiative of ADR Canada to an investigative body, a government institution, or a part of a government institution, and ADR Canada has reasonable grounds to believe that the information relates to a breach of an agreement or a contravention of the laws of Canada, a province or, to the extent the Act applies, another country, that has been, is being or is about to be committed;

(E) where made to a person who needs the information because of an emergency that threatens the life, health, or security of an Individual and, if the Individual whom the information is about is alive, ADR Canada informs that Individual of the Disclosure in writing without delay; or

(F) where law requires the disclosure.

This is not an exhaustive list of such circumstances, and there may be other circumstances where ADR Canada is permitted by law, without knowledge and consent, to collect, use or disclose Personal Information.

SCHEDULE "C"

PUBLICLY AVAILABLE INFORMATION EXCEPTIONS

This Policy does not impose limits on the collection, use or disclosure by ADR Canada of the following publicly available information.

Personal Information that is an individual's name, address, telephone number and e-mail address, when (i) listed in a public directory (where the Individual can refuse to have the Personal Information appear in the directory); (ii) available in a publication, in printed or electronic form, that is available to the public; or (iii) where the individual has provided the information appearing in:

(A) a professional or business directory, listing or notice;

(B) a registry collected under a statutory authority and to which a right of public access is authorized by law; or

(C) a record or document of a judicial or quasi-judicial body,

in which case the collection, use and disclosure of the Personal Information must relate directly to the purpose for which the information appears in, as applicable, the directory, listing or notice; the registry; or the record or document.