

## Federal Indian Hospitals Class Action Settlement

### Data Disposition Protocol

#### GENERAL

A. This document is the Protocol for Data Disposition with respect to Settlement Agreement between Ann Cecile Hardy and Cecil Hardy and The Attorney General of Canada as approved by the Federal Court of Canada on June 24, 2025 (“**Settlement Agreement**” or “**SA**”).

B. Apart from direct quotation, where the SA refers to “**Application**”, it will be referred to as “**Claim**” in this Protocol.

C. Interpretation of this Data Disposition Protocol: Capitalized terms are defined either in the Settlement Agreement (SA 1.01) or otherwise in this Data Disposition Protocol. For example, under the SA “**Day**” refers to Business Day, being a day other than a Holiday (SA 1.01).

#### A. Introduction

1. The Claims Administrator and the Notice Provider will collect, process, and retain data and documentation throughout the Claims Process. The content, communications, and information provided by Claimants and Canada may contain personal and sensitive information. The Claims Administrator and Notice Provider understand the importance of maintaining privacy and commit to the confidential management and destruction of the data and documentation upon its end of use.
2. All information collected and used by the Claims Administrator and the Notice Provider for the purpose of administering this Settlement Agreement is subject to this Data Disposition Protocol. Any and all information collected and retained by the Claims Administrator and Notice Provider may not be shared with any other party, other than prescribed under the Settlement Agreement and associated Protocols.

#### B. Summary of Collected Data

3. Data collected and processed throughout the Claims Process will include the following (“**Claimant Information**”):

- a. **Information provided within the Claims** – This includes information and documents, both required and optional, requested to evaluate Applications (“**Claims**”) for eligibility and compensation. This includes requests for missing information, additional information, and reconsideration requests. This information may be retained in a hard copy or digital format.
- b. **Information provided throughout the Claims Process** – This includes queries, communications, and feedback provided throughout the Claims Process, which may not be contained in the Claim. This information may be retained in a hard copy or digital format.
- c. **Information about the content provided** – This information may include data about the content submitted physically and digitally (i.e., metadata). Examples can include the date(s) of submission, or the file name of a digital file uploaded as part of a Claim.

**C. Use of Collected Data**

- 4. The Claims Administrator will limit its collection of data to what is necessary to perform the assigned responsibilities specified in the Settlement Agreement. These tasks include:
  - a. Identification of the Class Members and/or their Estate Representatives and/or Heirs and/or Personal Representatives;
  - b. Determining the potential Claimant’s eligibility, on a balance of probabilities;
  - c. Adjudication of compensation for Approved Claimants;
  - d. Conducting due diligence on Claimants and Legal Counsel, including where possibly not acting in good faith; and
  - e. Providing a trauma-informed, culturally sensitive, expeditious, cost-effective, user-friendly, and confidential process aimed at reducing the burden on Claimants and likelihood of re-traumatization.
- 5. Additionally, the Notice Provider may collect data to support fulfillment of the following:
  - a. PIPEDA-compliant subscription to and distribution of marketing and communications;

- b. Use of website cookies and tracking technologies (e.g., analytics, remarketing, and conversion tracking) to measure engagement, improve digital services, and support marketing and outreach activities, in compliance with applicable privacy laws; and
  - c. Development and distribution of communications materials that do not contain personal data, such as aggregate statistics, general updates, or informational resources.
6. Under the Settlement Agreement 3.03 (4) (E-F), Canada may provide relevant documentation related to a Claimant's admission to a Federal Indian Hospital. Any such documentation provided by Canada to the Claims Administrator and requested by the Claimant (SA 3.03 (4) (H-I)) will be shared with that Claimant in their original form, without any further redaction.
7. All transfers of Claimant information between Canada, the Notice Provider, the Independent Reviewer, the Exceptions Committee, and the Claims Administrator will occur through encrypted and access-controlled channels (e.g., secure portals, SFTP, or equivalent), with chain-of-custody tracking. Where possible, Claimant information transferred between the Notice Provider and Claimant or between the Claims Administrator and Claimants will occur through encrypted and access-controlled channels (e.g., secure portals, SFTP, or equivalent), with chain-of-custody tracking.

**D. Data Disposition**

8. The data and documentation collected during the Claims Process, including all digital and physical copies, will be retained by the Claims Administrator and the Notice Provider for the duration of the Claims Process and for the entire retention period.
9. The data and documentation will be retained for a retention period that will conclude two years following the distribution of the last Compensation Letter, including reconsiderations (SA 13.02).
10. Following the retention period, and subject to any court order, dispute, or other legal obligation, the Claims Administrator and Notice Provider will destroy all data and documentation in their possession that was received or collected during the Claims Process.

Notwithstanding the foregoing, the Claims Administrator shall retain a registry containing, for all Approved Claimants, names, dates of birth, addresses, and any claim number assigned by the Claims Administrator (the "**Payment Registry**"). The Payment Registry shall be maintained by the Claims Administrator indefinitely, subject to the joint direction of the Parties or order of the Court.

11. The Claims Administrator and Notice Provider will destroy all physical and digital copies of data, as per NIST 800-88 Rev.1 media sanitization guidelines and ISO/IEC 21964 destruction standards. The standards are summarized as follows:
  - a. Physical documents maintained on paper will be shredded in such a way that the data cannot be read or retrieved.
  - b. Digital media, including information on servers, will be disposed of in such a way that identification, or the re-identification, of sensitive data will not be possible. Notwithstanding the foregoing, published assets including digital advertisements, Facebook posts, and the website may be archived and not destroyed.
12. Certification of destruction will be provided to Class Counsel and Canada following the destruction of data and documentation by the Claims Administrator and Notice Provider.
13. The Claims Administrator will not provide/return Claimant Information back to the Claimant, unless the Claimant provided original documentation (not including an original manually completed Claim), in which case the original documentation will be returned to the Claimant, and a copy kept and subsequently destroyed according to this Protocol. The Notice Provider will not accept original documentation while providing assistance to Claimants in completing their Claim Form.
14. The Claims Administrator will provide notice on Claim Forms and supplementary materials that information and documentation submitted will not be returned nor copies made available (save for original documentation as discussed above), and that the Claims Administrator is not subject to the Privacy Act, R.S.C. 1985, c. P-21 but remains subject to applicable privacy legislation, including PIPEDA and provincial equivalents.

15. Development and distribution of communications materials that do not contain personal data relating to any Claimants or their claims, such as general updates, or informational resources (websites, toolkits, ads etc.) relating to any Claimants or their claims are exempt from data disposition requirements of this Protocol.
16. Reporting Materials will not contain Protected Personal Information relating to any Claimants or their claims and will be produced only in aggregated and de-identified format to prevent re-identification. Any reporting documentation will be maintained and disposed of according to the Claims Administrator's Records Retention Policy. Notwithstanding the Claims Administrator's Records Retention Policy, the Notice Provider may retain de-identified, aggregate reporting metrics that do not identify any individual or community ("**Aggregate Reporting Data**") for the limited purposes of:
  - a. Maintaining internal legacy records and benchmarks; and
  - b. Preparing credentials, case studies, and informing strategies and responses for future programs. Aggregate Reporting Data will be protected with administrative, technical, and physical safeguards appropriate to the sensitivity of the data and consistent with applicable law, court orders, settlement agreements, and organizational privacy/security policies.
17. The Claims Administrator and Notice Provider will maintain logs of all retention, transfer, and destruction activities under this Protocol, available for review by the Parties or the Court upon request.