

**STUDENT TRANSITIONS PROJECT
INFORMATION SHARING AGREEMENT**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Advanced Education and Labour Market Development (“ALMD”)

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Education (“MED”)

OF THE SECOND PART

AND:

THE UNIVERSITY OF BRITISH COLUMBIA, a corporation continued under the *University Act* of British Columbia (“UBC”)

OF THE THIRD PART

AND:

SIMON FRASER UNIVERSITY, a corporation continued under the *University Act* of British Columbia (“SFU”)

OF THE FOURTH PART

AND:

UNIVERSITY OF VICTORIA, a corporation continued under the *University Act* of British Columbia (“UVIC”)

OF THE FIFTH PART

AND:

UNIVERSITY OF NORTHERN BRITISH COLUMBIA, a corporation continued under the *University Act* of British Columbia (“UNBC”)

OF THE SIXTH PART

AND:

ROYAL ROADS UNIVERSITY, a corporation continued under the *Royal Roads University Act* of British Columbia (“RRU”)

OF THE SEVENTH PART

1. Preamble

A highly educated workforce is critical to British Columbia's efforts to retain its competitive position in today's global knowledge-based economy and is consistent with government's first of five key goals: to "make B.C. the best-educated, most literate jurisdiction on the continent." The benefits from this Agreement range from maximizing successful completion of academic and job training programs to increased local recruitment and retention of qualified workers and investment in British Columbia through the Canada/Asia gateway.

2. Purpose

- 2.1 The purpose of this Information Sharing Agreement (the Agreement) is to document the terms and conditions of the disclosure of specific personal information by the Parties to the Data Custodian, defined below, in compliance with the *Freedom of Information and Protection of Privacy Act* (the FOIPPA). This Agreement establishes a formal mechanism for the disclosure of personal information in the custody or control of the respective Parties for the purpose of investigating student transitions and outcomes throughout the kindergarten/post-secondary education continuum.
- 2.2 Public post-secondary institutions in British Columbia and ALMD currently collect personal information under authorities contained in the *University Act*, *Royal Roads University Act*, *Thompson Rivers University Act* and the *College and Institute Act*, K-12 schools in British Columbia and MED currently collect personal information under authorities contained in the *School Act* and the *Independent School Act*. The information is used to provide educational programming, conduct research and program evaluation/improvement, track students as they progress and move laterally through the K-12 and post-secondary systems, plan programs, structure institutions and allocate resources. MED, ALMD, K-12 schools and the public post-secondary institutions require information about sub-groups of students because different strategies are needed to address the distinct needs of these sub-groups. Combining K-12 data with public post-secondary institution data is necessary to permit evaluative and predictive research that is crucial in understanding, improving and planning for K-12/post-secondary student transitions.

3. Definition

- 3.1 In this Agreement:

"**aggregate data**" means K-12 and post-secondary student information that have been combined without personal identifiers for categorical or summary analysis.

"**anonymized data**" means the personal information described below with personal identifiers encrypted to protect the privacy of individuals.

"**authorized users**" means those public bodies listed on page one, the contributing institutions as defined below and the British Columbia Council on Admissions and Transfer.

"**contributing institutions**" means all public post-secondary education institutions in British Columbia that have contributed, or are currently contributing, to the ALMD Post-Secondary Central Data Warehouse, including the British Columbia Institute of Technology, Camosun College, Capilano College, College of New Caledonia, College of the Rockies, Douglas College, Emily Carr University Justice Institute of British Columbia, Kwantlen Polytechnic University, Langara College, Nicola Valley Institute of Technology, North Island College, Northern Lights College, Northwest Community College, Okanagan College, Royal Roads University, Selkirk College, Thompson Rivers University, University of the Fraser Valley, Vancouver Community College and Vancouver Island University.

"**Data Custodian**" means the organizational unit in MED, as designated by the Steering Committee established under section 5.3 of this Agreement, responsible for receiving and aggregating the personal information disclosed by the Parties.

"**Data Protection Plan**" means a document submitted to the Steering Committee, as defined below, which specifies how the user who is permitted access to the anonymized data will protect that data from unauthorized access, collection, use, disclosure or disposal and which specifies the physical security measures implemented to protect the storage media upon which the data resides.

"**masking**" means suppressing small cell counts such that individuals cannot be reasonably identified.

"**Parties**" means those public bodies listed on page one.

"**personal information**" means recorded information about an identifiable individual as listed in sections 3.2 to 3.4 of the Agreement.

"**planning and research purposes**" means the purposes stated in section 2.1 and 2.2 of this Agreement.

“**Service provider**” means a person retained under a contract to perform services for a public body.

“**Steering Committee**” means the committee that governs the operation of this Agreement as constituted and described in section 5.3 of this Agreement.

3.2 The steering committee will establish from time to time a schedule of personal information attributes which schedule shall be posted on the Student Transitions Project secure website. MED will disclose personal information that it has in its possession to the Data Custodian. The personal information attributes established by the steering committee as of the date of this Agreement include the following:

- (a) personal education number
- (b) date of birth
- (c) gender
- (d) school district/school name and number
- (e) highest grade completed or attempted
- (f) date of highest grade completed or attempted
- (g) course information (i.e., name, grade, date, session)
- (h) course performance measures (i.e., school, exam and final percent; pass/fail)
- (i) date of graduation from K-12
- (j) identification of school from which the individual graduated
- (k) graduation credential name
- (l) honours flag
- (m) aboriginal status
- (n) special needs category
- (o) home language
- (p) postal code
- (q) passport to education data
- (r) national student number

3.3 The steering committee will establish from time to time a schedule of personal information attributes which schedule shall be posted on the Student Transitions Project secure website. ALMD will disclose personal information that it has in its possession to the Data Custodian. The personal information attributes established by the steering committee as of the date of this Agreement include the following:

- (a) personal education number
- (b) date of birth
- (c) gender
- (d) institution name and code
- (e) session date(s)
- (f) application and registration information
- (g) enrolment date
- (h) program of study
- (i) number of courses
- (j) course information (i.e., name, level, date, start/end dates, Classification of Instructional Programs)
- (k) course performance measures (i.e., percent, letter grade, pass/fail)
- (l) program completion and year
- (m) international student flag
- (n) aboriginal status
- (o) student financial assistance information
- (p) student outcome survey data

3.4 The steering committee will establish from time to time a schedule of personal information attributes which schedule shall be posted on the Student Transitions Project secure website. UBC, SFU, UVIC, UNBC and RRU will disclose personal information that each of them has in its possession to the Data Custodian. The personal information attributes established by the steering committee as of the date of this Agreement include the following:

- (a) personal education number
- (b) date of birth

- (c) gender
- (d) institution name and code
- (e) session date(s)
- (f) application and registration information
- (g) enrolment date
- (h) program of study
- (i) number of courses
- (j) course information (i.e., name, level, date, start/end dates, Classification of Instructional Programs)
- (k) course performance measures (i.e., percent, letter grade, pass/fail)
- (l) program completion and year
- (m) international student flag
- (n) aboriginal status
- (o) student outcome survey data

4. Disclosure and Ownership of Personal Information

- 4.1 The authority for disclosure by each party to the Data Custodian of this Agreement is Sections 33.2 (a) and (d) of the FOIPPA.
- 4.2 Section 33.2(a)
The personal information provided to the Data Custodian under this Agreement will be used for purposes consistent with those for which the information has been collected under the *University Act, College and Institute Act, Royal Roads University Act, Thompson Rivers University Act* and *School Act*, as required by section 33.2(a) and 34(1) of the FOIPPA. It will be used to create aggregate data sets that will permit evaluative and predictive research and program evaluation that is crucial in understanding, improving and planning for K-12/Post Secondary student transitions. One of the important purposes of the MED K-12 system is to prepare students for post-secondary studies. It is crucial to know whether students undertake post-secondary studies and how well they do in those studies to effectively manage government and post-secondary programs and maximize successful student transitions.
- 4.3 Section 33.2(d)
The personal information shared under this agreement is also necessary for the delivery of a common or integrated program or activity, and for the performance of the duties of public post-secondary institutions, K-12 schools, MED and ALMD, pursuant to section 33.2(d) of the FOIPPA. The K-12 and post-secondary education systems in British Columbia are integrated and interdependent, and student transition behaviours have an impact on both systems. The personal information disclosed under this Agreement will be used to conduct research, program evaluation, planning and improvements within the integrated K-12/post-secondary system in British Columbia.
- 4.4 The personal information will be stored in a secure database. Only aggregate data that is masked as defined in section 3.1 of this Agreement will be available in reports to the public to protect the privacy of students and to comply with the provisions of the FOIPPA and the Ministry of Education's Policy Document: Protection of Personal Information when Reporting on Small Populations. Disclosures of unmasked aggregate data will be for use by the authorized users only to aid in attaining the purposes described in section 1 of this Agreement, and subject to the supplemental privacy protection provisions of section 4.8 of this agreement.
- 4.5 The Province of British Columbia is the owner of all present and future proprietary rights, including intellectual property rights, in the MED and ALMD information disclosed pursuant to this Agreement, and nothing in this Agreement shall be construed as transferring to the other authorized users any right, title, interest or license in the data or any portions thereof.
- 4.6 The universities are the owners of all present and future proprietary rights, including intellectual property rights, in the university information they disclose pursuant to this Agreement, and nothing in this Agreement shall be construed as transferring to the other authorized users any right, title, interest or license in the data or any portions thereof.
- 4.7 The universities, contributing institutions, MED and ALMD have joint stewardship of the data contained in

the secure database referred to in section 4.4 of this Agreement, and nothing in this Agreement shall be construed as transferring to any other party any right, title, interest or license in the data or any portions thereof. Joint stewardship is exercised by the Steering Committee on behalf of the universities, contributing institutions, MED and ALMD.

- 4.8 Pursuant to section 5.3(a), authorized users, as defined in section 3.1, will have access to all of the aggregate data as described in sections 3.2, 3.3 and 3.4, without masking as defined in section 3.1 of this Agreement. Access to low cell count data is necessary to allow authorized users to identify sub-sets of students for the purposes of assessing K-12 to post-secondary transitions that would otherwise be obscured for institutions that are highly specialized or have modest populations. As an additional precaution, access will be in accordance with the conditions set out in Appendix 3.

5 Use of Personal Information and Data Management

- 5.1 The personal information disclosed to the Data Custodian by the Parties, as described in section 3, shall be used to supplement, or enhance, the quality of data already in the possession of each party, to attain the purposes set out in section 2, 4.2 and 4.3 of this Agreement.
- 5.2 The personal information disclosed by the Parties to the Data Custodian shall only be used in aggregate form for the purposes set out in section 2 of this Agreement.
- 5.3 A Steering Committee (the committee) is established consisting of a representative of ALMD, a representative of MED, a representative of the Directors of Institutional Research of UBC, SFU, UVIC and UNBC, a representative of the Directors of Institutional Research of Post-Secondary Central Data Warehouse Contributing Institutions, and a representative of the British Columbia Council on Admissions and Transfer. The committee will operate in accordance with its Terms of Reference as set out in Appendix 5 to this Agreement. The committee may amend the Appendices to this Agreement from time to time as it deems required. In particular, the committee will:
- (a) in consultation with ALMD's privacy advisor determine the conditions under which the authorized users may use the aggregate data disclosed under this Agreement, including aggregate data without masking applied as defined in section 3.1;
 - (b) in consultation with ALMD's privacy advisor schedule periodic compliance reviews concerning a user's data protection plan and/or the user's deletion and unrecoverability of aggregate data;
 - (c) evaluate all requests for access to use the anonymized data and provide its recommendations on such requests to ALMD's privacy advisor for assessment of FOIPPA compliance and approval. Research proposals by non-authorized users must specify the intended use of the anonymized data, including the public benefit to be derived from such use, and any proposed disclosure or publication of the anonymized data, portion thereof or results therefrom, and such research proposal must be accompanied by a completed Data Use, Publication and Confidentiality Agreement, as set out in Appendix 4 of this Agreement, and a data protection plan as defined in section 3;
 - (d) be the custodian of Agreements approved pursuant to section 5.3(c) of this Agreement, and executed confidentiality agreements pursuant to section 7.6 of this Agreement;
 - (e) be the liaison for the provision of data described in this Agreement and as such, will assume responsibility for making all reasonable efforts to safeguard the transmission of all personal information provided by the Parties to the Data Custodian under this Agreement;
 - (f) review all results of analyses and have overall authority for reporting processes and procedures;
 - (g) determine what personal information as listed in sections 3.2 to 3.4 is required from each party on an ongoing basis and the committee will submit to ALMD's privacy advisor for assessment and approval any proposed collection, use or disclosure of such information to ensure compliance with the provisions of the FOIPPA and that it is consistent with the purposes for which it was originally acquired as described in section 2 of this Agreement; and,
 - (h) from time to time, appoint such sub-committees as it sees fit to assist in accomplishing the general purposes set out in section 2.
- 5.4 The Data Custodian will maintain the anonymized data until the Agreement is terminated under section 9.
- 5.5 If and when the Agreement is terminated, the Data Custodian will, at the request of the other Parties, either

- (a) return all of the personal information it may have to the Party that owns it;
- (b) destroy all of the personal information it may have, using acceptable and agreed upon methods, and, without delay, provide the Party that owns the personal information with confirmation in writing of such destruction in a form prescribed by the committee; or
- (c) continue to maintain the anonymized data if a new agreement is entered into by the Parties on terms and conditions similar to this Agreement and subject to compliance with the FOIPPA.

5.6 Each Party, acting on behalf of their own organization, will make decisions relating to the use and control of the original data set disclosed to the Data Custodian under this Agreement by their organization, as well as any requests for access to the data by third parties.

5.7 Each Party will consult, as needed, with their respective Freedom of Information and Protection of Privacy Director/Officer for advice.

5.8 Information disclosed under this Agreement will not be used to make any decisions respecting an individual.

6. Accuracy

Each Party will make every reasonable effort to ensure the personal information it discloses to the Data Custodian is accurate, complete and up-to-date.

7. Security

7.1 Authorized users will make reasonable arrangements to maintain the security of the personal information they disclose, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal during transport or transmittal to the Data Custodian.

7.2 Each Party will implement this Agreement in conformity with their respective information technology security procedures and practices.

7.3 Authorized users will advise ALMD's privacy advisor immediately of any circumstances, incidents or events that to its knowledge have jeopardized or may in future jeopardize:

- (a) the privacy of individuals; and/or,
- (b) the security of any computer system in its custody that is used to access the aggregate data

and the privacy advisor for ALMD will immediately inform the other authorized users of the circumstances, incidents or events reported to it.

7.4 MED agrees that:

- (a) all data stored by it as Data Custodian will be stored in Canada and accessed only in Canada pursuant to section 30.1 of the FOIPAA;
- (b) as Data Custodian it is responsible for anonymizing the information for subsequent disclosure to the authorized users;
- (c) the anonymized data will be securely stored in MED information technology infrastructure;
- (d) only authorized MED employees and service providers will have access to the anonymized data; and,
- (e) any access to the anonymized data will be under controlled circumstances, with full security
- (f) measures that meet the highest government standards.

7.5 All authorized users agree to provide reasonable physical security measures for the data that is the subject of this Agreement in their custody or under their control, commensurate with the sensitivity of the information. Authorized users shall make persons with access to the data aware of their protection of privacy responsibilities under the FOIPPA.

7.6 All authorized users who will have access to anonymized or unmasked aggregate data must sign a confidentiality agreement attached as Appendix 2 and forming part of this Agreement.

7.7 Personally identifiable data will be securely transmitted to the Data Custodian.

8 Compliance Monitoring and Investigations

- 8.1 Authorized users will record and monitor access to the data, in order to establish a chain of responsibility, as follows:
- (a) The MED is responsible for the custody and security of the anonymized data that is the subject of this Agreement;
 - (b) Information disclosed by the Parties to the Agreement for the purposes allowed by the Agreement shall remain under the control of the Party that supplied the information;
 - (c) All attempts to access servers, directories and files are to be logged. This provides an audit trail to assess unauthorized access attempts;
 - (d) Each Party agrees that all the operations in respect of this Agreement that concern personal information data sets may be subject to audit and inspection by the PRMB of the Ministry of Advanced Education and Labour Market Development and Ministry of Education, and the departments responsible for information and privacy at UBC, SFU, UVIC, UNBC, RRU and the contributing institutions either upon request or as otherwise required; and,
 - (e) In the event of a breach, or possible breach, of privacy in the disclosure of data under section 4 of this Agreement or any other privacy breach such as unauthorized access, use modification or disposal with respect to this Agreement, each Party must act in accordance with the *Breach of Privacy Protocol* attached as Appendix 1, and forming part of this Agreement.

9 Modifications or Termination of Agreement - General

- 9.1 The Parties may agree to modify any of the terms and conditions of this Agreement in writing provided to the contacts listed in section 11 and such amendments must be listed in Appendix 6 – Amendments, which forms part of this Agreement.
- 9.2 A Party may terminate its obligations and cease to be a Party to this Agreement upon 30 days written notice to all other Parties delivered to the contacts listed in section 11, or such shorter time and in such a manner as may be mutually agreed upon by the Parties.
- 9.3 This Agreement may be terminated on terms agreed to in writing by all Parties.
- 9.4 Upon termination of the Agreement, the anonymized data will be disposed of in accordance with section 5.5 of this Agreement.
- 9.5 The Parties agree that the Agreement will be reviewed annually by the Steering Committee and the participating institutions' respective FOIPOP coordinators on a date commencing one year after the date upon which this Agreement is signed.

10. Term of Agreement

This Agreement will be in force during the period commencing on the date all Parties have signed the Agreement until terminated in accordance with section 9.

11. Agreement Contacts

Director, Student Enrolment and Reporting, Ministry of Advanced Education and Labour Market Development;
Director, Information Branch, Ministry of Education;
Director, Planning and Institutional Research, University of British Columbia;
Director, Analytical Studies, Simon Fraser University;
Director, Institutional Research, University of Victoria;
Director, Information and Technology Services, University of Northern British Columbia, and,
Registrar, Royal Roads University.

12. Appendices

Any appendices to this Agreement are part of the Agreement and may from time to time be amended by the committee as provided under section 5.3 of the Agreement. If there is a conflict between a provision in an appendix and any provision of this Agreement, the provision in the appendix is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.

Appendix 1 – Breach of Privacy Protocol

Appendix 2 – Confidentiality Agreement

Schedule A to Appendix 2 – Compliance Certificate

Appendix 3 – Disclosure and Management of Unmasked Personal Information

Appendix 4 – Data Use, Publication and Confidentiality Agreement

Schedule A to Appendix 4 – Compliance Certificate

Appendix 5 – Steering Committee Terms of Reference

Appendix 6 – Amendments

Agreed to on behalf of MED:

ORIGINAL SIGNED BY
Gerald Morton, Director,
Information Branch

May 31, 2007
Date

Agreed to on behalf of ALMD:

ORIGINAL SIGNED BY
Jacqui Stewart, Director, Information & Data
Management Branch

May 31, 2007
Date

Agreed to on behalf of UBC:

ORIGINAL SIGNED BY
Hubert Lai, University Counsel

July 25, 2007
Date

ORIGINAL SIGNED BY
Terry Sumner, Vice-President Administration
and Finance

July 27, 2007
Date

Agreed to on behalf of SFU:

ORIGINAL SIGNED BY
John Waterhouse, Vice-President Academic

April 27, 2007
Date

Agreed to on behalf of UNBC:

ORIGINAL SIGNED BY
Howard Brunt, Vice-President Academic and
Provost

June 01, 2007
Date

Agreed to on behalf of UVIC:

ORIGINAL SIGNED BY
Jamie Cassels, Vice-President, Academic and
Provost

May 01, 2007
Date

Agreed to on behalf of RRU:

ORIGINAL SIGNED BY
Dan Tulip, Vice-President, Finance and
Corporate Services

June 01, 2007
Date

APPENDIX 1 - BREACH OF PRIVACY PROTOCOL

PURPOSE:

The purpose of this protocol is to outline the steps that must be followed once a Party learns of a possible breach of personal privacy.

BACKGROUND:

Part 3 of the *Freedom of Information and Protection of Privacy Act* (the Act) (RSBC 1996) requires public bodies to make reasonable security arrangements to protect the personal information it holds. Specifically, Section 30 (Protection of Personal Privacy) of the Act states:

The Head of a Public Body must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal.

MED and ALMD are further required to protect personal information through the requirements of the General Management Operating Policy - Chapter 10, Security, Section 10.4.2 "Breaches of Security" - which states:

"Ministries must establish policies and procedures for dealing with security violations and possible breaches of security."

Violations of personal privacy involve the inappropriate access, use, modification, disposal or disclosure of personal information. Such circumstances may result from hacking, social engineering, loss, theft, intentional or accidental disclosure or disposal of personal information.

PROTOCOL:

Once a Party learns that a possible privacy breach has occurred, immediate action should be taken. The following protocol will assist a Party in controlling the situation and ensuring that, if a breach of privacy occurs, steps will be taken to prevent a similar breach from happening again.

STEP 1. IDENTIFY: Identify the scope of the alleged breach and take initial steps to contain the damage (this may involve determining whether the privacy breach would allow unauthorized access to an electronic information system).

STEP 2. REPORT: Ensure that appropriate staff is immediately notified of the breach, including the Director/Manager of the program area and the appropriate FOI/POP Director/Officer in each organization. The report should indicate whose personal information was disclosed, to whom it was disclosed, when it was disclosed, how it was disclosed/accessed, and what steps have been taken in response to the disclosure.

STEP 3. RETRIEVE: Any documents that have been disclosed to, or taken by, an unauthorized recipient should immediately be retrieved or destroyed (especially in cases where information has been sent by fax or electronic mail). This may require personal attention, by a Party's personnel, to secure the documents and return them to their original location or send them to the intended authorized recipient. (NOTE: Whenever time permits this step should be coordinated with the FOI/POP Director/Officer.)

STEP 4. INFORM: In cases where the breach may result in consequences that would directly affect the person whose information has been disclosed, that person should be informed of the details of the breach. They should also be informed of the Party's efforts to retrieve this information and prevent a similar breach from reoccurring. These steps should be taken in cooperation with the Parties FOI/POP Directors/Officers. If this notification is made by letter, it should be reviewed by the FOI/POP Directors/Officers, prior to being sent.

STEP 5. INVESTIGATE: The FOI/POP Director/Officer will investigate the details of any breach, for the purpose of determining and recording all the relevant facts concerning the breach and making recommendations. The objectives of this investigation should include: a review of the circumstances surrounding the event as well as the adequacy of existing policies and procedures in protecting personal information.

STEP 6. MANAGEMENT REVIEW: The FOI/POP Director/Officer will report the detail of the breach of privacy and remedial steps to the Steering Committee which will report and consult with ALMD's privacy advisor.

STEP 7. IM/IT PRIVACY AND LEGISLATION BRANCH: ALMD's privacy advisor will report the breach of privacy and the remedial action taken to the Director, IM/IT Privacy and Legislation Branch, Ministry of Labour and Citizens' Services.

In addition to following the Privacy Breach Protocol, Parties to this agreement may choose to also report directly to the OIPC if the privacy breach occurs at their institution.

AFFECTED PERSONNEL AND AGENTS:

This protocol applies to all Parties.

APPENDIX 2*

Student Transitions Project Information Sharing Agreement

CONFIDENTIALITY AGREEMENT

Between:

[_____]
YOUR NAME

And:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as
represented by the MINISTER OF EDUCATION**

Section 1 – Background

I, the undersigned, am currently a secondee to, graduate research assistant of, employed by or under a service provider contract to the **[Institution Name]** _____ and as such have access to data collected under the Student Transitions Project Information Sharing Agreement. I acknowledge that it is a condition of my access to the STP data that I maintain the confidentiality and security of the data and report any breach or suspected breach of confidentiality or security and any wrong doing or suspected wrong doing of which I am aware to the privacy advisor for Ministry of Advanced Education and Labour Market Development.

Section 2 – Covenant

I, the undersigned, covenant that:

1. I will not share STP source data or raw data, whether stored in pivot tables or in other formats, with any person not sworn to protect confidentiality of the data.
2. I will only use STP data in accordance with the terms and conditions of my employment, contracted services, secondment agreement or graduate research assistant responsibilities, as the case may be.
3. I agree that any reports, papers or other works I create using STP data will be prepared in such a way that no individual can be identified.
4. I acknowledge that my obligations under this confidentiality agreement, take priority over any agreement with or commitment to any other party that is inconsistent with this confidentiality agreement.
5. I acknowledge that the obligations contained in this confidentiality agreement survive the termination of my employment, contracted services, secondment agreement or graduate research assistant responsibilities, as the case may be.
6. Upon request of the STP Steering Committee, I agree to provide a data protection plan, which specifies how I will protect STP data from unauthorized access, collection, use, disclosure or disposal and which specifies the physical security measures implemented to protect the storage media upon which the data resides, prior to receiving access to STP data. (*Users working onsite at public institutions are not required to provide a data protection plan as they come under their institution's data protection plan and procedures*).
7. Upon the expiry of the time period required to access and use the data or upon the request of the STP Steering Committee, I will delete and render unrecoverable any raw STP data from all storage media upon which such data are stored and submit to the STP Steering Committee a compliance certificate in the form set out in Schedule "A" immediately after the data have been deleted and rendered unrecoverable. (*Users working onsite at public institutions are not required to complete a compliance certificate. They may request permission in writing from the STP Steering Committee to transfer any STP data in their possession to their successor or to a colleague, provided such individuals are also sworn to confidentiality and recognizing that such permission may not be granted.*)
8. I acknowledge and agree that the privacy advisor for ALMD or a delegate may conduct a compliance review of the implementation of my data protection plan and or the deletion and unrecoverability of the data.
9. I acknowledge that failure to comply with this confidentiality agreement may result in disciplinary or legal

action against me.

10. I acknowledge that I have read, understand and will abide by the terms and conditions of this Confidentiality Agreement, and instructions and/or policies of the STP Steering Committee with respect to the use, security and protection of STP data if and when provided to me by the STP Steering Committee.

In witness thereof I have executed this Agreement as of the ____ day of ____, 20__.

SIGNED SEALED and DELIVERED by [Your Name: _____] In the presence of: _____ Name of Witness _____ Address of Witness _____ Occupation of Witness	 _____ [YOUR SIGNATURE]
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* Note: This confidentiality agreement has been replaced with the “Confidentiality Agreement for System-Wide Student Data” which can be found on the STP website:
http://www.aved.gov.bc.ca/student_transitions/information_sharing.htm

Schedule A

Student Transitions Project Information Sharing Agreement

COMPLIANCE CERTIFICATE

This Compliance Certificate is issued by [Name] _____ to HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Education.

This Compliance Certificate must be completed upon the expiry of the time period required to access and use the Information Sharing Agreement data or upon the request of the Student Transitions Project Steering Committee, as outlined in Sec. 2(6) of Appendix 2.

Note: Users working within government or public institutions are not required to complete this certificate, as they are responsible for destruction of records pursuant to their institution policy.

I, _____, confirm that I have abided by the terms and conditions as set forth in the Confidentiality Agreement or the Data Use, Publication and Confidentiality Agreement, as the case may be, under the Student Transitions Project Information Sharing Agreement, hereafter referred to as ISA.

I further confirm that as of the date of this Certificate;

- 1) I have deleted and rendered unrecoverable by overwriting, wiping or by other secure means all STP source data, such as pivot tables or other raw data, provided to me under the ISA, from all storage media upon which such data were stored.
2) The exact method I used to delete the data and render it unrecoverable is as follows:
3) I have not created or saved a copy or copies of the STP source data.
4) I have not given, distributed or sold the STP source data or results there from to any person.

IN WITNESS WHEREOF, this Compliance Certificate has been duly executed as of the ____ day of _____, 20__.

SIGNED SEALED and DELIVERED by
[Your Name: _____]
In the presence of:
Name of Witness
Address of Witness
Occupation of Witness
[YOUR SIGNATURE]

APPENDIX 3 – DISCLOSURE AND MANAGEMENT OF NON-MASKED AGGREGATE DATA

The Parties hereby agree that the aggregate data defined in section 3.1 may be disclosed to authorized users without masking applied, under the following conditions:

1. All employees/secondees/graduate research assistants and service providers of institutions that will have access to the non-masked aggregate data must sign the Confidentiality Agreement attached as Appendix 2 of the Agreement.
2. The non-masked aggregate data will only be used or disclosed by an institution for the purposes set out in Sections 4.2 and 4.3 of the Agreement.
3. If the non-masked aggregate data is used by an institution to produce reports which will be available to the public, the reports must be masked in order to protect individual student privacy. Masking will be applied to information that is based on one through four students. Any such reports must be reviewed and approved by the Student Transitions Project Steering Committee, as established under section 5.3 of the Agreement, prior to being made available to the public; and,
4. Information disclosed under this Agreement will not be used to make any decisions respecting an individual.

Student Transitions Project Information Sharing Agreement

DATA USE, PUBLICATION AND CONFIDENTIALITY AGREEMENT (DUPCA)

Between:

[_____]
YOUR NAME

And:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as
represented by the MINISTER OF EDUCATION**

Section 1 – Background

This Data Use, Publication and Confidentiality Agreement (DUPCA) must be signed and delivered to the Student Transitions Project Steering Committee prior to receiving or using anonymized data.

I, the undersigned, am affiliated with, studying or working at **[Institution Name]** _____ and have been authorized by the STP Steering Committee to access anonymized data under the Student Transitions Project Information Sharing Agreement (ISA). I acknowledge that it is a condition of my access to the data that I maintain the confidentiality and security of the data and report any breach or suspected breach of confidentiality or security and any wrong doing or suspected wrong doing of which I am aware to the privacy advisor for the Ministry of Advanced Education and Labour Market Development.

Section 2 – Covenant

I, the undersigned, covenant that:

1. I will not share STP anonymized data, whether stored in pivot tables or other formats, with any person not sworn to protect the confidentiality of the data.
2. I will only use STP data in accordance with the terms and conditions of this DUPCA and for the purposes set out in sections 4.2 or 4.3 of the ISA.
3. I agree that any reports, papers or other works I create using STP data will be prepared in such a way that no individual can be identified.
4. I will not combine with, compare against or in any way augment the anonymized STP data with any other data without the explicit written consent of the STP Steering Committee.
5. I acknowledge that my obligations to the STP Steering Committee pursuant to this DUPCA take priority over any agreement with or commitment to any other party that is inconsistent with this DUPCA.
6. I agree that, prior to receiving the data, I will provide a data protection plan to the Steering Committee which specifies how I will protect the data from unauthorized access, collection, use, disclosure or disposal and which specifies the physical security measures used to protect the storage media upon which the data resides.
7. I acknowledge that the obligations contained in this DUPCA survive the expiry date of this DUPCA.
8. I will only use the anonymized data for the time period from _____ to _____.
9. Upon the expiry of the time period in paragraph 8 or upon the request of the STP Steering Committee, I will delete and render unrecoverable the anonymized data from all storage media upon which such data are stored and submit to the Steering Committee a compliance certificate in the form set out in Schedule "A" immediately after the anonymized data have been deleted and rendered unrecoverable.
10. I acknowledge that the privacy advisor for ALMD, or a delegate may conduct a compliance review of the implementation of my data protection plan and or the deletion and unrecoverability of the anonymized data.
11. I acknowledge that failure to comply with this DUPCA may result in disciplinary or legal action against me.
12. I acknowledge that I have read, understand and will abide by the terms and conditions of this DUPCA, and instructions and/or policies of the STP Steering Committee with respect to the use and publication of the STP data or analytical results there from.

In witness thereof I have executed this Agreement as of the ____ day of ____, 20__.

<p>SIGNED SEALED and DELIVERED by</p> <p>[Your Name: _____]</p> <p>In the presence of:</p> <p>_____</p> <p>Name of Witness</p> <p>_____</p> <p>Address of Witness</p> <p>_____</p> <p>_____</p> <p>Occupation of Witness</p>	<p>_____</p> <p>[YOUR SIGNATURE]</p>
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Student Transitions Project Information Sharing Agreement

COMPLIANCE CERTIFICATE

This Compliance Certificate is issued by **[Name]** _____ to HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Education.

I, _____, confirm that I have abided by the terms and conditions as set forth in the Confidentiality Agreement or the Data Use, Publication and Confidentiality Agreement, as the case may be, under the Student Transitions Project Information Sharing Agreement (ISA).

I further confirm that as of the date of this Certificate;

- 1) I have deleted and rendered unrecoverable by overwriting, wiping or by other secure means all STP anonymized data, provided to me under the ISA, from all storage media upon which such data were stored.
- 2) The exact method I used to delete the data and render it unrecoverable is as follows: _____

- 3) I have not created or saved a copy or copies of the STP anonymized data.
- 4) I have not given, distributed or sold STP anonymized data or results there from to any person.

IN WITNESS WHEREOF, this Compliance Certificate has been duly executed as of
the ____ day of _____, 20__.

<p>SIGNED SEALED and DELIVERED by</p> <p>[Your Name:_____]</p> <p>In the presence of:</p> <p>_____</p> <p>Name of Witness</p> <p>_____</p> <p>Address of Witness</p> <p>_____</p> <p>_____</p> <p>Occupation of Witness</p>	<p>_____</p> <p>[YOUR SIGNATURE]</p>
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APPENDIX 5 – STEERING COMMITTEE TERMS OF REFERENCE

1. COMMITTEE COMPOSITION AND TERMS:

In accordance with section 5.3 of the Student Transitions Project Information Sharing Agreement (“the Agreement”), between the Ministry of Advanced Education (ALMD), Ministry of Education (MED), University of British Columbia (UBC), Simon Fraser University (SFU), University of Victoria (UVIC), University of Northern British Columbia (UNBC) and Royal Roads University (RRU), a Steering Committee is established consisting of the following members:

- (a) One representative of the Directors of Institutional Research of UBC, SFU, UVIC, UNBC, selected through a process and serving a term as agreed to by each of UBC, SFU, UVIC and UNBC;
- (b) One representative of the Directors of Institutional Research of Post-Secondary Central Data Warehouse (CDW) Contributing Institutions, as defined in section 3.1 of the Agreement, selected through a process and serving a term as agreed to by each of the CDW Contributing Institutions;
- (c) One representative of the British Columbia Council on Admissions and Transfer (BCCAT), selected by BCCAT executive;
- (d) ALMD’s Director, Information and Data Management Branch (*ex officio*); and,
- (e) MED’s Director, Information Branch (*ex officio*).

A current list of Committee members is appended to these Terms of Reference, and shall be kept up-to-date as membership changes.

2. PURPOSE OF COMMITTEE:

The purpose of the committee is to serve as the liaison between the parties to the Agreement for the provision of data under the Agreement, and for the planning and research purposes as defined in sections 2.1 and 2.2 of the Agreement.

3. DUTIES AND POWERS:

As provided for in section 5.3 of the Agreement, the Steering Committee will:

- (a) Determine the policy-related research questions which will guide research and analysis of data disclosed under the Agreement;
- (b) Determine how the parties may use the data disclosed under the Agreement;
- (c) Determine the authorized users of the data disclosed under the Agreement, and ensure that those users have signed the required Confidentiality Agreement as specified in section 7.6 of the Agreement;
- (d) Consult with the privacy advisor for ALMD with respect to requests for access to the aggregate data;
- (e) Establish procedures to safeguard the transmission of personal information provided to the Data Custodian under the Agreement;
- (f) Review what personal information, as listed in sections 3.2 to 3.4 inclusive of the Agreement, is required from each party;
- (g) Review the timelines, methods and procedures for the transmission of data under the Agreement;
- (h) Coordinate a review of the results of all analyses, and have overall authority for reporting processes and procedures relating to research and analysis of data provided under the Agreement, including development of an annual report on progress, activities, results, future direction and financial resources of the Student Transitions Project;
- (i) Consult with the ALMD’s privacy advisor to ensure that any use or disclosure of the information provided under the Agreement complies with the provisions of the Freedom of Information and Protection of Privacy Act, and is consistent with the planning and research purposes set out in sections 2.1 and 2.2 of the Agreement;
- (j) Appoint subcommittees as necessary, to provide advice to the committee;
- (k) Recommend additional data sources and other information required to facilitate the research and analysis purposes as defined in sections 2.1 and 2.2 of the Agreement; and,
- (l) In consultation with the privacy advisor for ALMD, conduct or cause to be conducted a security controls audit or review to verify that a user is safeguarding the aggregate data provided under the Agreement against such risks as unauthorized access, collection, use, disclosure or disposal as specified by the user in their data protection plan.

4. CHAIR:

The Chair of the Committee will be selected each year by and from the members of the Committee. Normally, the Chair will preside at all meetings of the Committee.

5. SECRETARIAT:

ALMD's Information and Data Management Branch will provide operational and administrative support for the activities of the Committee, including by:

- (a) Maintaining an up-to-date record of Committee meeting minutes;
- (b) Maintaining a current list of Committee members;
- (c) In consultation with other members of the Committee as appropriate, setting the Committee agenda and,
- (d) Under the direction of the ALMD privacy advisor, performing the duties of office of record for all administrative issues, including records management, archival considerations and administration of statutory obligations under the *Freedom of Information and Protection of Privacy Act*.

6. COMMITTEE MEETINGS:

The committee will meet on an as-needed basis, upon 7 days' notice, to carry out its duties and powers as specified in section 3 of these Terms of Reference. The committee will meet no less than twice per calendar year.

The committee may meet in person, by telephone conference call or video link.

7. QUORUM AND VOTING PROCEDURES:

A quorum of the Committee shall consist of all its members.

All decisions of the Committee shall be unanimous. If a Committee member is unable to attend a meeting, the member may provide written notice of support or non-support for a proposed decision of the Committee. The notice may be provided by electronic mail to all other members of the Committee.

8. FEES AND EXPENSES:

No fees and expenses will be payable to members of the Steering Committee for engaging in the fulfillment of duties and exercise of powers specified in section 3 of these Terms of Reference.

9. EFFECT OF TERMS OF REFERENCE:

These Terms of Reference do not affect, modify, limit or interfere with the responsibilities of any of the parties to the Agreement. In the event of any conflict between these Terms of Reference and the Agreement, the Agreement prevails. The Agreement shall guide interpretation of these Terms of Reference.

10. KEY TIMELINES:

These Terms of Reference are in force from the date all parties to the Agreement have signed the Agreement, until the termination of the Agreement pursuant to section 9 of the Agreement.

11. AMENDMENT:

The Terms of Reference may be amended from time to time by the committee as it deems required. Any such amendments must immediately or as soon as is practicable be added to Appendix 6 – Amendments.

CURRENT STEERING COMMITTEE MEMBERS

PARTY(IES)	REPRESENTATIVE
University of British Columbia (UBC), Simon Fraser University (SFU), University of Victoria (UVic), University of Northern British Columbia (UNBC)	Walter Sudmant, Director Planning and Institutional Research University of British Columbia Phone: (604) 822-6517 E-mail: walter.sudmant@ubc.ca
Post-Secondary Central Data Warehouse Contributing Institutions	Bob Cowin, Director Institutional Research and Planning Douglas College Phone: (604) 777-6221 E-mail: cowinb@douglas.bc.ca
British Columbia Council on Admissions and Transfer	Devron Gaber, Associate Director BCCAT Phone: (604) 412-7790 E-mail: dgaber@bccat.bc.ca
Ministry of Advanced Education and Labour Market Development	Patricia Beatty-Guenter, Director Student Enrolment and Reporting Phone: (250) 387-1105 E-mail: Patty.BeattyGuenter@gov.bc.ca
Ministry of Education	Gerald Morton, Director Information Branch Phone: (250) 356-2558 E-mail: Gerald.Morton@gov.bc.ca

* Defined in section 3.1 of the Agreement as all public post-secondary education institutions in British Columbia that have contributed, or are currently contributing, to the ALMD Post-Secondary Central Data Warehouse, including the British Columbia Institute of Technology, Camosun College, Capilano College, College of New Caledonia, College of the Rockies, Douglas College, Emily Carr University, Justice Institute of British Columbia, Kwantlen Polytechnic University, Langara College, Nicola Valley Institute of Technology, North Island College, Northern Lights College, Northwest Community College, Okanagan College, Selkirk College, Thompson Rivers University, University of the Fraser Valley, Vancouver Community College and Vancouver Island University.

APPENDIX 6 – AMENDMENTS

None as of January 9, 2010