



Educational Guide to Privacy Compliance

Preparing to Use External Learning Tools at BCIT

While the topic of privacy compliance covers a broader scope of use, this document focuses primarily on BCIT staff and faculty who are considering using software running on servers, services and/or sites outside of BCIT. We call these **External Learning Tools**.

This document will assist you in assessing any privacy risk - to you, your learners, BCIT, or others - as a result of using external learning tools or sites.

The protection of user privacy is dictated by legislation in BC and falls within the British Columbia *Freedom of Information and Protection of Privacy Act* (FIPPA) and is required under BCIT Policy 6700—Freedom of Information and Protection of Privacy.

This is a large and comprehensive document, but you may not need to read or use it all. Please refer to the How to Use This Document section and follow the path most appropriate to you.

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Overview of the Guide

Is this job aid for you?

- Are you considering using external learning tools (3rd party web-based software) in your course or program?
- Are you considering using any software that may not currently be approved for use at BCIT?

If you answered yes to one or both of these questions, you need to be aware of potential privacy risks involved in using such software and make a reasonable effort to mitigate them. This job aid will help:

- Assess risks
- Mitigate risks
- Implement appropriate measures to ensure that you are operating within the limits of the law and BCIT policy

Terminology used in this document

Protection of privacy is a requirement for the use of all types of software, internal or external to BCIT, regardless of use or type of user. To simplify things, this document uses terms such as “educational use”, “course use”, “learners”, “learning tools”, “instructors”, etc., as general representations of the broader contextual meanings. Readers should understand that any use of specific terms also includes the broader meanings and that privacy laws and policies govern the use of all software, regardless of how it may be used.

How to Use This Document

The following questions will help you find the areas of the guide that will be most suited to your needs.

Part 1 – Background

Part 2 – Guidelines for Use of External Learning Tools

Part 3 – Checklists and Forms

Regardless of how you answer the following questions, you are obliged to familiarize yourself with all the material in this document and be aware that legislation is subject to change.

Questions to Ask Yourself

Are you familiar with the law and policy that drives protection of privacy at BCIT? Have you completed BCIT's employee privacy awareness training or equivalent?	Yes	No
Do you understand your obligations, as a BCIT employee, to protect the privacy of others?	Yes	No
Do you understand what external learning tools are?	Yes	No

If you answered **No** to any of the above questions, you should start with **Part 1 – Background**.

- Part 1 of this guide will help you understand the reasons you are required to undertake this assessment and the importance of this requirement.

Are you planning to use an external learning tool, either in your course or for any purpose, that may involve the personal information of others?	Yes	No
Are you currently using an external learning tool that is being updated, resulting in a change in functionality and/or data management?	Yes	No

If you answered **Yes** to either of the above, you should read **Part 2 – Guidelines for Use**.

- Part 2 of this guide includes the steps and forms you must complete to:
 - Assess the risk**
 - Design curriculum to mitigate risk**
 - Inform learners**
 - Provide an opt-out option**
 - Obtain consent**

Which one of the following applies in the case of the external learning tool under consideration?	
1) Is this a passive/information web site that doesn't require the user to enter any information to use the site and that doesn't use cookies or any other tracking/data collection tools?	Yes

2) Is the user required to create an account or enter information in order to access the site/tool or information contained within the site that is essential for learning and/or does the site track user activity or collect user data in a hidden manner?	Yes
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If you answered **Yes to question 1**, you are free to use this site/tool without further steps.
 If you answered **Yes to question 2**, move to the next set of questions.

1) Will the site you are considering be for casual use, at the complete discretion of the learner?	Yes	No
2) Will the site you are considering be recommended by you, as an important resource for learning?	Yes	No
3) Will the site you are considering be required for successful completion of the learning?	Yes	No

If you answered Yes to #1:

- You are not stressing the use of this site as a key component of the learning.
- The use of this site is at the complete discretion of the learner with no obligation on BCIT’s part.
- The use of this site poses no risk to you or BCIT and you may proceed without any further steps.

If you answered Yes to #2:

- You, as the instructor of the course, are suggesting that this site forms an important part of the learning.
- While you may not be “requiring” the use of this site, your recommendation infers additional meaning.
- Because of this inference, you are obliged to assess risks and ensure users are aware of any identified risks.
- Proceed to Part 2 – Guidelines for Use of External Learning Tools

If you answered Yes to #3:

- Your requirement obliges you to assess risk and secure informed consent from all users.
- You must also provide an option for users who are not willing to provide consent:
 - This may take the form of an alternative, or opt-out option.
 - This may mean learners are not able to take your course:
 - In such cases, it is strongly recommended that the notification that this site is required be part of the course marketing information at the pre-registration point.
- Proceed to Part 2 – Guidelines for Use if you are new to this process, or Part 3 – Checklists and Forms if you have used this process before.

Still Unsure?

If you are still not sure if the software or web site you are planning to use falls within the scope of these requirements, take the time to err on the side of caution and at least complete the Privacy Compliance Checklist (TCC) you will find in Part 3 – Checklists and Forms.

Part 1 - Background

Under the *BC Freedom of Information and Protection of Privacy Act (FIPPA)*, public bodies, such as BCIT, are subject to some of the most stringent protection-of-privacy legislation in the world. With a few narrowly defined exceptions, FIPPA requires that **personal information in the control or custody of a public body be stored and accessed only in Canada**.

For BC's public post-secondary institutions, one of the biggest challenges in complying with this legal obligation arises when we want to use web-based software (external learning tools) to enhance teaching and learning. Another term that you may recognize is "cloud computing".

Our primary challenge centres on the fact that most of these tools are based in the US and, therefore, fall under US law, specifically, the *USA Patriot Act*. The *USA Patriot Act* gives the US government the right to seize and use any data residing on any US server. This practice, however, violates section 30.1 of *FIPPA*, which prohibits the storage, use, and disclosure of personal information outside of Canada unless one of the following two exceptions is met:

1. The individual the information is about has consented to the access or storage of this personal information outside of the country.
2. The information is stored or accessed outside Canada solely for the purposes of disclosure as specified under section 33.1 of *FIPPA* (i.e., for a payment to be made to or by a public body).

A critical factor in our decision-making process is the idea of "required" versus "optional" in that when we require learners to use something, the onus is greater for us. For optional uses, we still need to assess risk and communicate it to our learners, but the ultimate decision to use lies with them.

This document looks at privacy risk assessment and mitigation issues and provides a framework to help you make informed and safe decisions when choosing and using web-based software.

Key Concepts Defined

Web-based software/service

- This is a form of cloud-based computing where the software you are using is not installed on your computers. It runs over the web from servers controlled by the software vendor.
- In such cases BCIT doesn't generally control the storage or processing of the data users may be required to enter into this external site.
- In some cases, the purpose of the site is to distribute software that the user will download and install on their local computer. These sites often require users to setup accounts or enter some form of information before accessing the download. For the purpose of privacy management, these sites are considered web-based, even though the end product may not be.

What about a basic web site?

- A web site, such as www.bcit.ca, would be considered passive for the purposes of this guide in that it is informational only; it doesn't require the user to enter any information to access it.
- However, if the intent of the user experience was to register for a course, they would move into a higher risk area of the website, as they would then be required to provide personal information. The whole user experience should be assessed in such cases.

Types of uses

Casual

- Sites or software that learners may choose to use on their own.
- For example:
 - An instructor assigns a web-quest activity without specifying the web sites to be used.
 - An instructor assigns an assignment without specifying the software to be used to compile the data and prepare the report or presentation.
- In both cases, the onus is on the learner to make their own choices.
- Neither BCIT nor the instructor is obliged to assess risk, inform the learners, or secure consent in such cases.

Recommended

- The further from Casual use you get, and the close to Required use, the greater the onus is on you to protect the privacy of others.
- For example:
 - An instructor assigns a web-quest and specifies a list of web sites to be used, with one of them requiring the learners to setup an account to access the necessary information.
 - As part of an assignment, the instructor makes a recommendation that the learners use a specific web-based presentation tool.
- While neither of these may be “required” uses, the fact that the instructor is recommending them may add weight to the recommendation compelling the learners to use that site or tool.
- In such cases, it is wiser to err on the side of caution and follow the guide to ensure risk has been managed.

Required

- There are times where we can't avoid the use of a specific web-site or cloud service.
- For example:
 - An instructor assigns a web-quest requiring the learners to access a specific website that is secured with account creation requirements.
 - A course teaches a piece of software. While it may be available in BCIT labs, the instructor also requires the learners to download it to their own computers to be able to complete work at home. This software is only available from a secured website.
- The key consideration here is to what degree are you requiring your learners to expose their personal information to a third party.
- In such cases this guide will help you through the risk management steps to enable your use of the tool.

Existing vs New

- The requirement to complete a formal privacy risk assessment has been in place, in BC law, since 2012.
- Direction to complete Privacy Impact Assessments, was issued by the Minister of Technology, Innovation and Citizen Services in 2014.
- If you have been using a tool for years, during the change to these requirements, or even before, you are still required to protect the privacy of your learners by following this process.
- Historical use is not a shield against compliance requirements.
- This is perhaps clearer when you consider the ever-changing nature of technology in our world today.

Software Licensing

- For the purpose of the privacy discussion, licensing can take three forms:
 - 1) Licensed and locally installed
 - 2) Open Source and locally installed
 - 3) Software as a service (cloud-based)
- When BCIT holds a license for software, the terms of use are defined, usually by the vendor, but in some cases BCIT can negotiate these terms.
- The further you move from BCIT licensed and installed, the less control you have as to what private information may be transmitted, processed and/or stored.
- For example: While Open Source usually follows a form of licensing, called Creative Commons, it may still require the user to enter information to setup an account to access the site to download the software and be automatically notified of updates.

Special cases

Cases exist where BCIT has purchased license for learners to use software, if they choose. In such cases the use is optional - perhaps recommended - but the onus on you to ensure protection of privacy is higher as the purchase relationship is between BCIT and the software vendor directly.

Terms of Use

- This is the fine print that accompanies software downloads, the piece most people never read.
- It can be dangerous, as it outlines what the vendor can do with your information; it outlines the terms under which you agree to use their software.
- BCIT can often negotiate these when working with a vendor to purchase software, but in the case of cloud computing, or software downloads, there is a risk that may not be avoidable.

Glossary

Please refer to the Glossary in Appendix B for additional terms used in this document and their contextual definitions.

Part 2 – Guidelines for Use of External Learning Tools

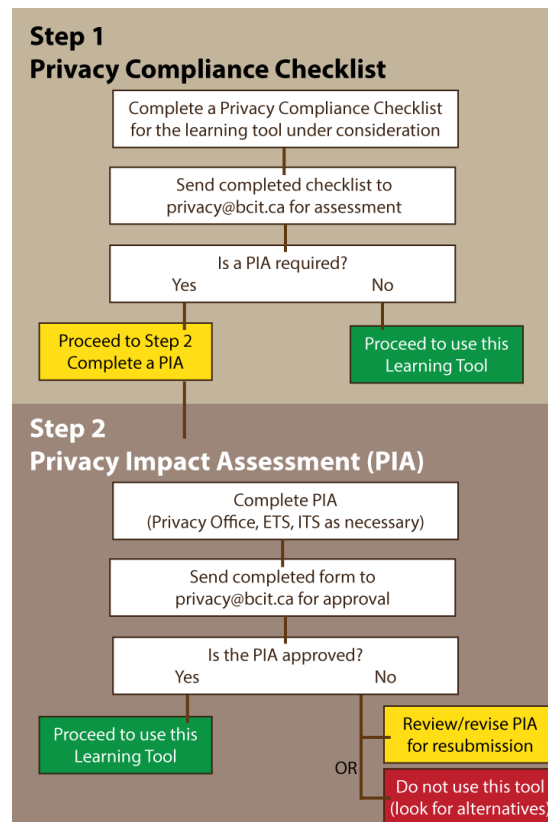
Before deciding to use any web-based software, you must weigh the benefits of its use against the potential privacy risks, such as the unauthorized or improper disclosure of personal information. To comply with BCIT Policy 6700—Freedom of Information and Protection of Privacy - all BCIT faculty and staff must protect the personal information within their control. Before we can protect though, we must assess/understand the risk.

The five steps to follow to enable use

1. Assess the risk
2. Design curriculum to mitigate risk
3. Inform learners
4. Provide an opt-out option
5. Obtain consent

1) Assess risk

1. Complete a Privacy Compliance Checklist (PCC) for Use of External Learning Tools. This is a simple form (Part 3 of this guide) that will help you to decide if you are fine to use the software, or if you need to complete a more detailed risk assessment. The overriding questions to answer are whether personal information, obvious or hidden, is required for the use of this tool and where that information will be processed and stored (inside or outside of Canada).
2. Should the PCC process indicate, complete a Privacy Impact Assessment (PIA) on the software for a detailed assessment of the risk.



While it's your responsibility to complete these assessments, you most likely won't be able to complete them on your own. The risk assessment process may involve the software vendor as well as other BCIT departments, such as ETS, ITS, the Registrar's Office, and the BCIT Information Access and Privacy Office.

Taken as a whole, this process will help you:

- Determine the extent to which your planned use will involve learners' personal information (PI) or third-party PI, and how to determine what is PI within the context of your model of use.
- Determine the nature of hidden information exchanged between computers.
- Weigh the associated risks against the benefits.
- Consider alternative options.

According to *FIPPA*, personal information means "recorded information about an individual other than (business) "contact information." In the case of your learners, names, ID numbers, phone numbers, email and IP addresses are considered personal information, not "contact information." FIPPA's privacy provisions apply in the following three situations:

- If the software is secured in a way that requires a learner to set up a profile containing personal information: i.e., name, ID#, or e-mail address.
- If course work contains, or could contain, personal information (i.e., the learner's own information or information about an identifiable third party).
- If the software stores tracking data on the user's computer.

For example: Consider the type of personal information that might be involved in an assignment (first and last name, email address, country of origin, gender, age, etc.). Even papers that may include quoted statements involving other's opinions may pose a risk to other parties.

Guidance: Different types of personal information (identity-related; health care, education, financial, criminal, or employment history; or an individual's views and opinions) have varying degrees of sensitivity. Consider the nature of the work you are asking learners to use this software for and the amount and sensitivity of personal information that may be involved. For example, a literature review involves less personal information than a narrative case study.

Test for PI

Ask yourself:

Is there is a serious possibility that an individual could be identified through the use of the information, alone or in combination with other available information.

If the answer is yes, then chances are this information is PI.

To minimize the impact on privacy, limit personal information to that which is essential to learners' achieving the objectives of the task using this software.

Guidance: The likelihood and risk increases in relation to the amount of personal information collected and the sensitivity of the information. Personal health information is highly sensitive, as is the combination of certain types of personal information, such as a learner's first and last name and email address combined with their BCIT ID number and a course number.

To assess hidden risks, determine the nature of any data that is transferred between computers when this software is installed or used. This is where you will need the vendor's input.

Guidance: Web-based applications often use mini-applications, such as cookies, that they load onto the user's computer to track and report on a variety of activities undertaken on that computer. These can include keystrokes, web sites visited, web searches, and personal information. There is also a concept called "linked data," wherein data on one server is linked to data on other servers in a way that enables the hidden mining of data. The risk assessment process may require you to contact the software vendor or host to verify the tracking methods used.

2) Design curriculum to mitigate risks

When designing your curriculum, consider your use of this application and the degree to which it requires the disclosure of personal information, opinions, or ideas. This applies to both your learners and third parties, who may be mentioned or quoted in learners' work, thereby putting them at risk without their informed consent. An example would be an assignment that **requires** learners to use a specific survey tool in which respondents are required to enter their names and contact information.

Guidance: In the example above, the word "require" is key. We cannot require learners to violate their own privacy or that of others. The instructor may consider having learners use a safer survey method or remove the need for respondents to enter identifying information.

Your choice of technology can also help mitigate risk. Say, for example, you asked learners to interview industry experts and formulate an opinion of their ideas in a written report that would then be submitted to a textbook vendor's online resource site as an assignment submission. Not only could this open up the instructor and BCIT to litigation by the learner, but industry experts could face negative consequences at some point in the future and launch a privacy complaint or lawsuit.

Guidance: If you used the assignment-submission dropbox in D2L, BCIT's enterprise learning management system (LMS), you would eliminate the risk without changing the assignment. This also addresses BCIT's document retention policy, which requires anything contributing to a learner's grade to be retained by BCIT for a year after completion of the course leading to that grade.

3) Inform learners

Preferably, **prior to the start of the course or, at the latest, prior to the registration refund date**, indicate your intent to use any third-party web-based software application in your course.

Guidance: You can indicate your intent by including it in the course description or outline that forms part of the registration or marketing process. Indicating intent is the first step in providing learners with the information they need to assess their own risk tolerance and make their own decisions.

The onus is on you to inform your learners so that they can provide informed consent. **As part of your first lesson**, inform your learners, both verbally and in writing, of the expectations, terms of use, potential risks to privacy, and any conditions for using the software you are asking them to use.

Guidance: The LTC has prepared a template for a mini-lesson that you can adapt to meet your needs. It's included in Part 3 of this guide, as are the release forms used to record learner consent.

4) Provide an opt-out option

After you inform learners of the risk, it's up to them to decide if they are willing to accept that risk. If a learner objects to using the required software due to concerns about personal privacy or intellectual property, you must provide a reasonable alternative to allow the learner to opt out without penalty – without a negative impact on their ability to master the material and successfully complete the course.

Guidance: What constitutes a reasonable alternative is between you and the learner. Options are contextual and need to be considered based on the course work at the time.

For example: Reasonable alternatives to the use of anti-plagiarism software may include:

- having learners submit an annotated bibliography
- requiring learners to provide call numbers or website addresses of all sources cited
- reviewing learner notes, outline, and rough drafts
- manually checking for content copied sources

5) Obtain consent

For learners who don't opt out, you need to obtain and retain written consent before using the software.

- Consent must identify the activities that the software will be used for.
- Consent must be retained for a year after the end of the course (as with everything contributing to the final grade).

Guidance: There are two templates, *Learner Consent Statements* included in Part 3 of this Guide. The templates have been approved by BCIT's Information Access and Privacy Officer as well as BCIT legal counsel.

- Select the appropriate one (required use or recommended use)
- Combine it with the Terms and Conditions of Use form
- Complete
- Print
- Deliver your mini lesson
- Have your learners sign the consent form
- Retain the consent forms for a year after your course ends.

Note: Steps 3 and 5 (above) can be facilitated electronically through D2L using a Content module and a single answer question in the Quiz tool to record acceptance. Contact the Educational Technology Services helpdesk (ETS) at techhelp@bcit.ca or 604-412-7444, option 2, for assistance.

Additional steps

6) Promote a privacy-sensitive classroom environment

A public body must make reasonable arrangements to secure personal information against unauthorized access, use, disclosure, or disposal. Here are some ways to do this:

- Design course activities to require minimal collection, use, and disclosure of information.
- Reinforce best practices for learners regarding the use and disclosure of personal information.
- Adhere to BCIT's data-retention policies.
- Make BCIT-authorized and supported software your first choice. Contact ETS at techhelp@bcit.ca or 604-412-7444 (option 2) if you want to discuss options.

7) Integration with BCIT's Enterprise Systems

Certain software may only be used in conjunction with D2L because this eliminates the transfer of identifying information from BCIT to the third-party system. One example of this would be some of the resource sites certain textbook publishers offer to enhance the use of their publications. To explore integration options, contact ETS at techhelp@bcit.ca or 604-412-7444 (option 2).

Other considerations

Every software you consider using will have different risk levels. The *Privacy Compliance Checklist (PCC)* and *Privacy Impact Assessment (PIA)* – both included in Part 3 of this guide - will help you assess risks, including contextual-use risks. Here are some other examples and considerations to help you in your decision-making process.

Cross-program use

- You've invested a lot of time and effort to enable your use of a piece of software, so consider devising a strategy for consistent use of this software across your program.
- Use similar software across the program to achieve similar outcomes.

Context – Models of use

- It may be advantageous for one party to complete the PIA on a prospective piece of software, and then to share it with anyone else considering that software.
- While this is advisable, it should be done with caution:
 - Models of use will differ, in some cases, based on the intended outcome.
 - For example: One model of use may require a certain feature that exchanges user data while another model of use, based on the same tool, may not use that feature. If the first case simply used the software because the PIA was completed and passed for the second case, then the faculty member using the first model would be in violation of policy and the law.

Anonymous Accounts

- It may not be a sufficient safeguard to use software that allows users to create an account using an acronym or false name. When assessing the risks, we must consider how our learners will use these sites and follow this up with training to help them manage their own privacy.

For example: You chose to use a cloud site and complete the risk assessment, which passes based on the fact that learners can create dummy accounts. At some future point, you then choose to use that site to have learners upload term papers. There is a risk that the term papers may contain personal information about the learner or third parties, so you are now in violation of policy and the law. In such cases the risk assessment should be updated with the change of use.

Mandatory or optional?

- Ask yourself if the nature of your learning objectives, your lessons and your learning activities, necessitates YOU making the decision as to what software your learners use.
- Might the learning still occur if you let learners choose their own processes or technology?

The bigger picture—at the institutional level

BCIT researches, assesses risks, funds, hosts, and supports a range of industry-leading educational technologies that are freely and safely available to all BCIT stakeholders. When an individual course or program requires functionality that may not currently appear to be available at BCIT, investigate available options by contacting Educational Technology Services (ETS) directly. Where a solution doesn't exist within BCIT's current resources, and where a business and educational case can be made for the use of any software for the benefit of the broader BCIT community, ETS will work with the program, and others, to research, pilot and, where feasible, implement a secure solution.

For example: BCIT has decided not to proceed with universal licences for many tools such as Turnitin, Google Docs, Survey Monkey, and Dropbox, to name a few. These decisions were based on research which highlighted privacy risks which could not be mitigated in a reasonable manner.

Another consideration is BCIT policy that requires anything contributing to a learner's grade be retained in a recoverable format for a period of at least one year after the assignment of that grade. This ensures that, in the case of an academic appeal, BCIT is able to produce evidence necessary to support the grade decision. When web-based software is used you must pay special attention to the archiving and access issues. This requirement is a key consideration when choosing third-party software that is not controlled or archived by BCIT. A good example is D2L, which automatically archives all the activity of a class (a CRN for a specific term). When you use a textbook vendor's site, you do not have this safeguard, so you are exposing BCIT to risk associated with grade or learner conduct appeals.

As mentioned previously, it may be necessary or advantageous to integrate third-party software with other BCIT controlled systems such as Banner or D2L. These types of integrations control single sign-in (SSO), grades exchange, automated access provisioning, etc. In such cases, there are always data exchange, processing, and storage issues which can only be discovered through a PIA.

Part 3 – Checklists and Forms

Privacy Compliance Checklist (PCC)

This is Part of Step 1 - Assess the Risk

Purpose

Use the Privacy Compliance Checklist for External Learning Tools (PCC) to determine:

- If the software you want to use for teaching and learning purposes meets, or can be configured to meet, the protection of privacy requirements under the British Columbia *Freedom of Information and Protection of Privacy Act* (FIPPA); or
- If a formal Privacy Impact Assessment (PIA) must be completed and approved prior to authorizing/implementing the proposed External Learning Tool for BCIT use.

The PCC is a risk management tool that should be used to identify potential privacy issues, assess risks to privacy and determine appropriate steps to mitigate these risks, thus avoiding costly re-design, privacy complaints or breaches and harm to personal, professional and institutional reputation.

See Schedule B for additional information about how to answer the checklist.

General Instructions

For technical questions, contact Bryan Fair, Technical Advisor/Supervisor, Learning and Teaching Centre at Bryan_Fair@bcit.ca. For questions and inquiries about BCIT's protection of privacy obligations and the collection, use, and disclosure of personal information as required by law under FIPPA, please contact the Associate Director, Information Access and Privacy at Cynthia_kent@bcit.ca.

Complete one PCC per learning tool to determine if your proposed use of the tool meets FIPPA privacy requirements or if an approved Privacy Impact Assessment (PIA) is required.

Do not proceed to use the proposed tool/software until you have received sign off on the PCC.

NOTE: Once the PCC has been signed off, you are still required to comply with all applicable privacy and security standards as the tool, or your use of it, changes. Should you determine that the external learning tool you are using is no longer able to pass the PCC for External Learning Tools, you cannot use the tool, because it would no longer comply with privacy protection requirements under FIPPA.

Privacy Impact Assessment (PIA)

This is Part of Step 1 - Assess the Risk, only if required

Based upon your completed PCC, if the risk to privacy is deemed to be high or very high, a Privacy Impact Assessment (PIA) must be completed and approved prior to implementing the tool.

Contact the Information Access and Privacy Office - privacy@BCIT.ca - who will create a PIA file and send you a PIA form to complete with further instructions. You may **not** implement the use of the external learning tool/software without an approved PIA.

Form 1 - Privacy Compliance Checklist

Complete one checklist per tool. See Appendix B for an explanation of each piece of this form.

Step 1 - Identify the external learning tool you propose to use

The name of the application may be sufficient unless you are just using a sub-set of its functionality. In this case, name the application and the specific features you will be using.			
Name of the tool:			
Name of vendor/supplier:			
Vendor/product URL:			
Type of tool:	<i>Briefly describe the nature of the tool. For example, is it primarily being used to assess learners, as a collaboration tool, to collect feedback, to facilitate presentations, for communication, for social networking/learning, to deliver learning material or activities, for file storage, etc.</i>		
Proposed use:	<i>Describe how you will be using this tool in your course. Expand on the item above (Type).</i>		
Is the use of this software required or optional?			
Nature of learner notification:	Were learners notified, prior to registering for this course, that this software would be used? For example: Was this software mentioned, as a requirement in the course description prospective learners have access to?	Yes	No
Data Sharing:	Is this tool integrated with any other BCIT system (e.g. Banner or D2L) for the purpose of data sharing or single sign on, etc.? If yes: Briefly explain _____ _____	Yes	No

Step 2 - Identification

Name:			
Position Title:			
School/Department:			
Phone:		E-mail:	
Course Number/Name:			
Term of planned use:	<i>Indicate a timeline for your planned first use of this software – term or actual course start date.</i>		

Step 3 - Privacy Assessment of the Proposed External Learning Tool

Answer the following statements to determine whether the External Learning Tool you propose to use with or apart from BCIT's Learning Management System "D2L" will comply with protection of privacy requirements.			
1	This tool collects new personal information from my learners that is <i>not</i> already passed through to my learning tool from a central BCIT system (e.g., Banner).	Yes	No
2	I collect personal information from my learners that may or may not be passed back from my learning tool to a central BCIT system (e.g., D2L).	Yes	No
<p><i>If you answer "No" to both of the above statements, you may use the external learning tool. Please continue to Section 4 to complete the remainder of this form.</i></p> <p><i>If you answer "Yes" to either statement proceed to answer statements #3 though #10.</i></p>			
3	I collect the minimum personal information about learners that relates directly to and is necessary for the teaching and learning activity of my course.	Yes	No
4	I collect the personal information directly from the learner it is about.	Yes	No
5	I give learners the personal information collection notice required by law.	Yes	No
6	I set security measures that only permit authorized access by users I designate.	Yes	No
7	Answer the one statement that applies to your external learning tool (7.a., 7.b. or 7.c.): a) I store and access the learners' personal information only on storage devices physically located at BCIT or within the Institute's Learning Management System, "D2L".	Yes	No
	OR		
	b) I store and access the learners' personal information on storage devices: That are controlled by an external service provider, i. The servers are physically located only <i>inside</i> Canada, and	Yes	No
	ii. BCIT has signed a written agreement with the hosting service that holds them to comply with BCIT's Privacy Protection Schedule.	Yes	No
	OR		
	c) I store and access the learners' personal information on storage devices: i. That are controlled by an external service provider,	Yes	No
	ii. The devices are physically located <i>outside</i> Canada,	Yes	No
iii. BCIT has signed a written agreement with the hosting service that includes BCIT's Privacy Protection Schedule, and	Yes	No	
iv. I obtain my learners' express prior consent to disclose and access their personal information outside Canada using a procedure recommended in the BCIT <i>Guidelines for use of External Learning Tools</i> .	Yes	No	
8	I retain the learners' personal information for a minimum of one year following the semester in which I teach the course.	Yes	No

9	I use the learners' personal information only for the teaching and learning purpose of my course in which the learners are enrolled.	Yes	No
10	I disclose the learners' personal information only: Inside Canada,	Yes	No
	For the teaching and learning purpose of my course in which the learners are enrolled, and	Yes	No
	To another BCIT employee when the information is necessary for s/he to perform her or his employment duties.	Yes	No

If you answered "Yes" to all of statements #3 to #10 above, you may use the external learning tool. Please continue to Section 4 to complete the remainder of this form.

If you answered "No" to any of statements #3 to #10, before using this learning tool, email this checklist to Bryan Fair, Technical Advisor/Supervisor, Learning and Teaching Centre at Bryan_Fair@bcit.ca.

Step 4 - Submission

4.1 Instructors

Print your name, sign and date on the first line below in Section 5.

If you answered "Yes" to all the statements in Section 3 above, email this completed checklist to:

1. privacy@BCIT.ca

If you answered "No" to any of statements #3 to #10 in Section 3 above, email this completed checklist to Bryan Fair, Technical Advisor/Supervisor, Learning and Teaching Centre at Bryan_Fair@bcit.ca, who will review with you any alternatives or options there may be to enable use of this external learning tool.

If, after consulting with the Technical Advisor/Supervisor, Learning and Teaching Centre, you determine that the External Learning Tool you propose to use is unable to pass this checklist:

2. If it is a required tool, you must complete the Privacy Impact Assessment process as the next risk assessment step.
3. If it is an optional tool, you can choose not to use it or complete a PIA as above.

4.2 Technical Advisor

1. Contact BCIT Information Access and Privacy Office (IAP) to obtain a PCC file number to track this request.
2. Review the completed PCC checklist to determine if the proposed external learning tool complies with protection of privacy requirements under FIPPA.
3. Clarify any statement that is answered "No", consult with the IAP if needed, and discuss PCC options with Instructors.
4. Document the outcome in a short note to file and attach it to this checklist.
5. Print your name, sign and date on the second line below.
6. Send this completed checklist to privacy@bcit.ca.

4.3 Information Access and Privacy Officer (IAP)

1. Review the completed PCC checklist to determine if the proposed external learning tool complies with protection of privacy requirements under FIPPA.
2. Return with comments.
3. If approved, sign and date on the third line below.
4. Retain on file as the Office of Record for privacy risk assessments and FIPPA operations.

Signatures

The undersigned confirm that they have taken reasonable steps to confirm that the contents of this assessment are accurate and complete.

Instructor

Signature

Date

Learning Technology Specialist

Signature

Date

Associate Director, Privacy

Signature

Date

Form 2 - A mini-lesson template

This is Part of Step 3 – Inform Learners

Course:

Instructor:

Time: 20 minutes

Day 1—First class

Introduce topic of third-party software usage within the context of the course.

Example:

In this course, I'll be using the *(name of software)*. Because BCIT is subject to the BC *Freedom of Information and Protection of Privacy Act* and in accordance with BCIT Policy 6700 *Freedom of Information and Protection of Privacy*, which requires that all BCIT employees take steps to protect personal information within their custody and control, it is my responsibility to inform you prior to using *(name of software)* in this course that this software is hosted outside of Canada.

What is personal information? "Personal information" is any individual or collective information that uniquely identifies you, such as your name, address, telephone number, age, gender, race, e-mail, religion, sexual orientation, disability, fingerprints, or blood type. It includes information about your educational, financial, criminal, employment, or medical history. It also includes your views or opinions and anyone else's opinions about you.

Why is BCIT concerned about where personal information resides? *(Name of software)* is owned by a US corporation. Any information held on *(name of software)* servers in the United States is subject to the *USA Patriot Act* and is not protected by Canadian law. The *USA Patriot Act* gives the US government the right to seize and use any data residing on any server owned or controlled by a US or US-based company regardless of where that server may be in the world. This increases the risk of unauthorized or improper access, use, and disclosure of BCIT learners' and instructors' personal information and of violation of privacy provisions under section 30.1 of *FIPPA*, which, with few limited exceptions, requires that personal information in the control or custody of a public body be stored and accessed only in Canada unless the individual about whom the information is about has consented to the access and storage of their personal information outside of Canada.

Notice and Consent: BCIT wants you to be fully informed prior to you using this software. I am also obligated to obtain your written consent for the use of *(name of software)* in this course. Your consent is optional and may be withdrawn at any time. If you wish to opt out of using *(name of software)* altogether, we can discuss an alternative activity for you to complete. You may also choose to opt back in at any time.

Insert a discussion on the nature of the information that may be at risk within the context of the specific software being proposed. (This information will become clear to you through the PIA process.)

Any questions about why BCIT is doing this and what it means? *(Initiate a Q&A discussion with your learners)*

Your consent to the use of *(name of software)* must be in writing. I will now provide you with a consent form.

Provide directions if using D2L, or provide paper-based documents if face-to-face.

Allow 10 minutes for learners to complete and return the form.

This is Part of Step 5 – Obtain Consent – Choose 1 of the following

Note: Please refer to Appendix D for a completed sample of the following form.

Form 3a) Online Learning Tool Information and Consent for Use – Required Use

Terms and conditions for the use of *<name of software>*

COURSE: *<course number/name>*

DATE:

Thank you for registering for *<course number/name>* (the “Course”).

BCIT supports many different educational styles and tools and seeks to provide students with opportunities to enhance their learning experience. As this may include using web-based or cloud-based online learning tools, BCIT recognizes that the use of such tools may give rise to concerns about personal privacy. The purpose of this Information Sheet is to provide you with information about the online learning tool (identified below) that your instructor has identified for student use in the Course.

Therefore, it is important that you read this information carefully and make a decision about whether you wish to participate in the use of *<name of learning tool>* for this course. If you decide to use this online learning tool, please sign and return the attached consent form to confirm that you have read this information, and understand and agree to its terms. If you do not want to use this learning tool or have any questions about the privacy protections in place, please contact your instructor. In most cases, the use of a specific online learning tool will be optional or instructors will have identified alternatives to their use. However, if the instructor has determined use of this learning tool is a mandatory part of the course and no alternative is available, then you need to carefully consider whether you wish to remain registered in the course.

What is *<name of learning tool>*?

Insert a brief description of the software. Include the name of the company/provider.

How will *<name of learning tool>* be used in this course?

Describe how the software will be used in the course including the types of personal information required (i.e. personal information that the software company/provider may collect and use such as student’s name, email, course work or opinions).

As applicable, explain why the software is being used or recommended for this course.

Describe how the software handles personal information (i.e., how BCIT and/or the company/provider will collect, use, disclose and retain personal information/data)

Indicate if learners will need to subscribe/register with a third party provider to use the software.

Insert statement(s) from the following as they apply:

- BCIT has entered into a contract with *<name of learning tool>* to maintain the security and privacy of all personal information that it receives

- *<name of company/provider> terms of use/privacy policy state that <name of company/provider> will maintain all personal information that it receives in confidence and will keep it secure (if available, include URL web address for company/provider's privacy policy)*
- In order to register and use the software, *<name of company/provider> will collect and maintain the following personal information about you: <list personal information/data elements (i.e., name, email address, student's work)>*
- *As applicable, add statement(s) about specific privacy protection measures in place (i.e., "You may use an alias/pseudonym to register or subscribe to <name of company/provider>")*

Be sure to include the statement below that applies:

- This information is maintained by *<name of company/provider>* on servers located in Canada;
- This information is maintained by *<name of company/provider>* on servers located outside of Canada. This means that some of your information may be subject to the laws of another jurisdiction where privacy laws differ from the laws of Canada.

If you have any questions about how *<name of learning tool>* will be used in this course, please contact your Instructor. For more information about BCIT's privacy protection practices, contact the Associate Director, Privacy at privacy@bcit.ca or 604-432-8508.

CONSENT FOR USE OF <name of external learning tool>

Course: _____ (“Course”)

Term: _____ (“Academic Session”)

Instructor: _____ (“Instructor”)

I, (name) _____, (BCIT ID#) _____, am registered in the Course for the Academic Session, and acknowledge that participation in the Course requires that students use an online tool known as <name of external learning tool> (the “Program”) offered by <name of company/provider> (the “Provider”).

I understand that the Program has been selected for use by the Instructor because it is necessary to complete my learning in this course. To ensure that I understand how my personal privacy may be affected by the use of the Program, I understand that it is my responsibility to read: (a) the attached information sheet (“Info Sheet”) explaining how BCIT may collect, use and disclose my information through the Program; and (b) the Provider’s Terms of Use and Privacy Policy to ensure I understand how my information will be collected, used or disclosed by the Provider.

By signing this consent, I acknowledge and agree that:

- In order to use the Program I may be required to register with and provide some personal information about me to the Provider.
- The Instructor may collect, use and disclose my personal information through the Program for Course delivery, student evaluation and as otherwise explained in the Info Sheet.
- The Provider is a third party organization that may store my personal information outside of Canada as explained in the Info Sheet.
- I am aware of and understand that use of the Program may pose additional personal information privacy risks, and that it is my responsibility to minimize my own risk or risks to the other students’ personal privacy by collecting, using and disclosing through the Program only the personal information that is necessary to complete the Course or as instructed by the Instructor.
- I understand and agree that I may be required by the Provider to accept its terms of use and to enter into a separate legal relationship with the Provider. I further understand that the Provider may not be providing services under contract to BCIT, and BCIT may therefore have a limited ability to exercise controls over the Provider’s information management practices.
- I have been made aware that use of the Program is necessary to facilitate full participation in the Course, and that if I do not wish to use the Program I may withdraw from the Course within the time and as described in the Info Sheet without penalty.

I have read and understand this Student Consent Agreement and accept the use of the Program as described above and in the attached Info Sheet.

Signature _____ Date _____

Form 3b) – Online Learning Tool Information and Consent for Use – Recommended Use

Terms and conditions for the use of *<name of software>*

COURSE: *<course number/name>*

DATE: *<yyyy/mm/dd>*

Thank you for registering for *<course number/name>* (the “Course”).

BCIT supports many different educational styles and tools and seeks to provide students with opportunities to enhance their learning experience. As this may include using web-based or cloud-based online learning tools, BCIT recognizes that the use of such tools may give rise to concerns about personal privacy. The purpose of this Information Sheet is to provide you with information about the online learning tool (identified below) that your instructor has identified for student use in the Course.

Therefore, it is important that you read this information carefully and make a decision about whether you wish to participate in the use of *<name of learning tool>* for this course. If you decide to use this online learning tool, please sign and return the attached consent form to confirm that you have read this information, understand and agree to its terms. If you do not want to use this learning tool or have any questions about the privacy protections in place, please contact your instructor. In most cases, the use of a specific online learning tool will be optional or instructors will have identified alternatives to their use. However, if the instructor has determined use of this learning tool is a mandatory part of the course and no alternative is available, then you need to carefully consider whether you wish to remain registered in the course.

What is *<name of learning tool>*?

Insert a brief description of the software. Include the name of the company/provider.

How will *<name of learning tool>* be used in this course?

Describe how the software will be used in the course including the types of personal information required (i.e., personal information that the software company/provider may collect and use such as student’s name, email, course work or opinions).

As applicable, explain why the software is being used or recommended for this course.

Describe how the software handles personal information (i.e., how BCIT and/or the company/provider will collect, use, disclose and retain personal information/data)

Indicate if learners will need to subscribe/register with a third party provider to use the software.

Insert statement(s) from the following as they apply:

- BCIT has entered into a contract with *<name of learning tool>* to maintain the security and privacy of all personal information that it receives
- *<name of company/provider>* terms of use/privacy policy state that *<name of company/provider>* will maintain all personal information that it receives in confidence and will keep it secure *(if available, include URL web address for company/provider’s privacy policy)*

- In order to register and use the software, *<name of company/provider>* will collect and maintain the following personal information about you: *<list personal information/data elements (i.e., name, email address, student's work)>*
- *As applicable, add statement(s) about specific privacy protection measures in place (i.e., "You may use an alias/pseudonym to register or subscribe to <name of company/provider>")*

Be sure to include the statement below that applies:

- This information is maintained by *<name of company/provider>* on servers located in Canada;
- This information is maintained by *<name of company/provider>* on servers located outside of Canada. This means that some of your information may be subject to the laws of another jurisdiction where privacy laws differ from the laws of Canada.

If you have any questions about how *<name of learning tool>* will be used in this course, please contact your Instructor. For more information about BCIT's privacy protection practices, contact the Associate Director, Privacy at privacy@bcit.ca or 604-432-8508.

CONSENT FOR USE OF <name of external learning tool>

Course: _____ (“Course”)

Term: _____ (“Academic Session”)

Instructor: _____ (“Instructor”)

I, (name) _____, (BCIT ID#) _____, am registered in the Course for the Academic Session, and acknowledge that the Instructor is recommending that students use an online tool known as <name of learning tool> (the “Program”) offered by <name of company/provider> (the “Provider”).

I understand that the Program has been selected for use by the Instructor because it will provide students with an enhanced learning experience. To ensure that I understand how my personal privacy may be affected by the use of the Program, I understand and agree that it is my responsibility to read: (a) the attached information sheet (“Info Sheet”) explaining how BCIT may collect, use and disclose my information through the Program; and (b) the Provider’s Terms of Use and Privacy Policy to ensure I understand how my information will be collected, used or disclosed by the Provider.

By signing this consent, I acknowledge and agree that:

- In order to use the Program, I may be required to register with and provide some personal information about me to the Provider.
- The Instructor may collect, use and disclose my personal information through the Program for Course delivery, student evaluation and as otherwise explained in the Info Sheet.
- The Provider is a third party organization that may store my personal information outside of Canada as explained in the Info Sheet.
- I am aware of and understand that use of the Program may pose additional personal information privacy risks, and that it is my responsibility to minimize my own risk or risks to the other students’ personal privacy by collecting, using and disclosing through the Program only the personal information that is necessary to complete the Course or as instructed by the Instructor.
- I understand and agree that I may be required by the Provider to accept its terms of use and to enter into a separate legal relationship with the Provider. I further understand that the Provider may not be providing services under contract to BCIT, and BCIT may therefore have a limited ability to exercise controls over the Provider’s information management practices.
- Use of the Program is not mandatory, and I may at any time ask the Instructor for offline alternatives to the use of the Program. My consent is valid for the duration of the Course unless I revoke it in writing and deliver it to the Instructor.

I have read and understand this Student Consent Agreement and accept the use of the Program as described above and in the attached Info Sheet.

Signature _____ Date _____

Appendix A - Definitions

Access	Disclosure of personal information by the provision of personal information.
Authorized access	Occurs when a person has access to personal information in the custody or control of the Institute that is authorized by the Act.
Collection notice	Notice given in writing or orally to an individual from whom BCIT collects personal information at or prior to the time of collection. The notice must describe: <ul style="list-style-type: none">• the purpose for collecting it,• the legal authority for collecting it, and• the title, business address and business telephone number of an officer or employee of the public body who can answer the individual's questions about the collection.
Disclose	Reveal, show, expose, provide copies of, sell, give or tell. BCIT may disclose personal information in its custody or under its control only as permitted under section 33.1, 33.2 or 33.3 of the Act.
Employee	A person employed for wages or salary by the Institute. In relation to BCIT, includes: (a) a volunteer and (b) a service provider (see also definitions for these latter terms).
FIPPA	Freedom of Information and Protection of Privacy Act. http://www.bclaws.ca/Recon/document/ID/freeside/96165_03
Learning Tool	Software used to facilitate or enhance teaching and/or learning. More generally referred to as Educational Technologies. Can be web-based or locally installed.
Model of use	How you are choosing to use the available features of a system. For example: One instructor could choose to use features A, B and D of a piece of software, whereas a different instructor could choose to use features B and C. In this example we have two different models of use.
Personal information	Within the context of BCIT as a public body that is subject to the Act, “personal information” comprises “all recorded information about an identifiable individual” with the exception of the names and business contact information of BCIT employees and services providers (business card type information). As such, learners’ names, BCIT ID#s, and email addresses including both their “mybcit” and “preferred email” addresses are “personal information”. Information is only considered to be personal information if it is about an “identifiable individual.” Any information that has a precise, direct connection with an individual, alone or in context with other information is “personal information.”

The following is a test formulated by Privacy Commissioner of Canada that you can use to determine if information is about “an identifiable individual” (personal information):

*Information will be about an identifiable individual **where there is a serious possibility that an individual could be identified through the use of that information**, alone or in combination with other available information.*

Information that, individually or collectively, can be used to identify an individual would include, but is not limited to:

- names, home addresses; e-mail addresses; and telephone numbers;
- age, gender, race, national or ethnic origin, colour;
- marital or family status;
- organization ID number;
- religious or political beliefs or associations;
- educational history;
- medical history, disabilities, blood type;
- employment, financial, criminal history;
- images;
- learner work;
- anyone else's opinions about an individual;
- an individual's personal views or opinions; and,
- name, address and phone # of parent, guardian, spouse or next of kin.

Note: A phone number in one case would be PI and in another case is acceptable contact information. A helpful way to understand this is to examine it not as a piece of data, but within the context of how that data is being used. If the information isn't required contact information within the context of the use case, then it is PI.

For example: A phone number might be contact information if a learner adds it to an assignment for the purpose of readers contacting them about the work, but for BCIT to transmit the learner's phone number to a third party, who may be using or storing the paper outside of Canada is a violation.

Privacy Impact Assessment

A formal evaluation process used to assess and evaluate privacy, confidentiality or security risks associated with the collection, use or disclosure of personal information including compliance with privacy protection responsibilities under FIPPA.

Privacy Protection Schedule

A legal agreement prescribing the protection of privacy requirements with which a service provider must comply.

Service provider	A person or organization retained under contract to perform services for BCIT or with whom an employee automatically enters into an agreement by virtue of using their product or service and in so doing accepts the service provider's terms of use.
Technical security measures	Access controls on computer systems (i.e., passwords that allow different levels of access to various screens and differing capabilities to read, extract or change data), firewalls, virus protection and encrypted network transmission.
Unauthorized collection, use, disclosure and disposal	Occurs when a person who has access, whether authorized or unauthorized, to personal information in the custody or control of the Institute, collects, uses, discloses and disposes of that information and it is not authorized by the Act.
Use	Employ information to accomplish a specific purpose.

Appendix B - Explanation of the PCC items

Step 1 – Identify the tool

- We are looking for a broad description of the tool and how you plan to use it.

Step 3 – Privacy Assessment of the External Learning Tool

Statement 1

- Collecting new personal information

Demographic data and class roster information from Banner is passed to D2L to identify learners and authorize their access. The learner personal information loaded into the learning management system is learner first name, surname and common name, learner number, BCIT ID, email address and course enrolment.

New personal information that an instructor collects using an external learning tool would be anything in addition to the above information. If this is the case when using an external learning tool, answer “Yes” on the checklist.

Statement 2

- Collecting personal information

The instructor collects learner personal information using an external learning tool. The tool is not integrated with but stands alone from D2L and Banner. The personal data may or may not be passed back from the learning tool to D2L. If this is the case when using an external learning tool, answer “Yes” on the checklist.

Statement 3

- Minimum personal information

Does this tool collect only the information you need to deliver the service the learner has paid for? This is about the higher risk of collecting information that is not needed to deliver the service.

Statement 4

- How personal information is to be collected

BCIT must collect personal information directly from the learner the information is about and not indirectly from a third party (except in very limited and specified circumstances which do not apply when using D2L, but which may apply when using 3rd party tools).

Statement 5

- Personal information collection notice

BCIT gives learners a personal information collection notice when they logon to D2L. It says something to the effect:

By logging into this site, you acknowledge that you have read, understood, and agree to BCIT's Acceptable Use and Security policies:

BCIT provides information processing facilities to BCIT users to support the teaching, learning, research and administrative goals of the Institute. These resources are valuable community assets to be used and managed responsibly to ensure their integrity, security, and availability for educational and business activity.

Links are provided to:

- Acceptable Use of Information Technology - <https://www.bcit.ca/files/pdf/policies/3501.pdf>
- Associated Guideline - https://www.bcit.ca/files/pdf/policies/3501_gui1.pdf
- Information Security - <https://www.bcit.ca/files/pdf/policies/3502.pdf>
- Associated Guideline - https://www.bcit.ca/files/pdf/policies/3502_gui1.pdf

If this notice adequately covers the learner personal information an instructor will collect using an external learning tool answer “Yes” on the checklist. If this notice is inadequate, answer “No” on the checklist.

Security and Data Protection

Statement 6

- Secured access to information

BCIT must protect personal information in its custody or under its control by making reasonable arrangements against such risks as unauthorized access, collection, use, disclosure or disposal. The electronic system and digital media on which information is stored must be considered when deciding what reasonable technical security measures are necessary to adequately protect the personal information.

Scenario #1:

BCIT’s learning management system is configured so that the authorized status that occurs when a user logs into a D2L course is automatically passed through to the external learning tool in a secured manner.

If this is true for the external learning tool an instructor wants to use, answer “Yes” on the checklist.

If this is not the case for the external learning tool an instructor wants to use, answer “No” on the checklist.

Scenario #2:

However, if the external learning tool enables an instructor to set technical security measures that designate only learners enrolled in the course and other instructors who instruct the course are authorized users, answer “Yes” on the checklist.

Statement 7

- **Storage and access must be in Canada**
BCIT must ensure that personal information in its custody or under its control is stored and accessed only in Canada except in very limited and specified circumstances.

Statement 7.a

In this case, all learner personal information collected using an external learning tool would be stored automatically onsite, only on BCIT servers or within the D2L system.

Statement 7.b

In this case, the learner personal information collected using an external learning tool would be stored automatically outside BCIT, but only inside Canada on servers belonging to the service provider who supplies the tool.

Statement 7.c

In this case, the learner personal information collected using an external learning tool would be stored automatically outside BCIT and outside Canada, on servers belonging to the service provider who supplies the tool (e.g., GoogleDocs, Turnitin)

Refer to the process and forms (within this document) for obtaining learner consent in this situation that complies with the requirements set out by Regulation under the Act.

Retention

Statement 8

- **Retention of Personal Information**
BCIT must ensure that personal information is retained for at least one year after being used to make a decision that directly affects the learner so that the learner has a reasonable opportunity to obtain access to that personal information. An example would be in the case of a grade appeal.

D2L automatically retains learners’ personal information for D2L courses.

When learner personal data is collected using an external learning tool and it is automatically stored on BCIT servers, answer “Yes” on the checklist

If this is not the case because: 1) the data is stored elsewhere on a storage device hosted by a service provider and 2) there is no written agreement that stipulates the service provider will retain and provide access to the data for the required one year time period, answer “No” on the checklist.

Statement 9

- Use of learner information

Is the information collected by or through this tool used for any other purpose than the educational purpose the learner has enrolled for?

Cloud services may collect information and use it for purposes other than you intend it for.

Disclosure

Statement 10

- Disclosure of learner information

BCIT may disclose personal information in its custody or under its control only as permitted by law inside or outside Canada.

The circumstances under which personal information may be disclosed inside or outside Canada are prescribed in very specific and limited terms in legislation; therefore, it is important to confirm that one has legal authority to disclose personal information before doing so.

When learner personal information is collected and used through an External Learning Tool that stores the data outside Canada, it is disclosed with legal authority only when the answer to statement #7.c.iv is “Yes” on the checklist.

If an instructor answers “No” to statement #7.c.iv, the answer to statement #10.a must be “No”. Authorized end users (i.e., faculty, learners and administrators) can access the information in D2L worldwide over the Internet.

BCIT employees: Access to the learning management system from outside Canada is authorized if necessary to perform employment duties when an instructor is temporarily travelling outside Canada. In all other situations, access must be in Canada only.

Learners: When voluntarily accessing the learning management system (D2L) from outside Canada, learners are deemed to give BCIT their consent to disclose their personal information outside Canada.

Appendix C – Support Resources

You are not alone in facing this challenge.

For more information, contact any of the following:

Learning and Teaching Centre

- Educational Technology Services (ETS), bryan_fair@bcit.ca, 604-451-7109, SE 12-101
- The Instructional Development Consultant (IDC) assigned to your school

Privacy

- Cynthia Kent, Associate Director, cynthia_kent@bcit.ca; 604-432-8508, SE14, 200H

Access to the Privacy Impact Assessment template

- This form can be accessed by contacting Cynthia Kent, Associate Director, Library, Privacy, Records Management, and Copyright
- cynthia_kent@bcit.ca; 604-432-8508, SE14, 200H

Depending on the nature of the software you want to use, you may need to involve other areas of BCIT in the completion of this form as certain software and systems that collect and share user data, can be complex and high risk. You may find you need to involve areas such as:

- Educational Technology Services (ETS) in the Learning and Teaching Centre (general and integration issues)
- IT Services regarding any software that may need access to BCIT systems or for data exchange issues
- Office of the Registrar
- Library

While these areas are not able to do all the work for you, they are available to assist within the scope of their areas of expertise.

Appendix D – Sample – Completed Information and Consent form



BRITISH COLUMBIA
INSTITUTE OF TECHNOLOGY

ONLINE LEARNING TOOL INFORMATION SHEET: Pinnacle Series (Eagle Point Software)

COURSE: *<course number/name>*

DATE:

Thank you for registering for *<course number/name>* (the “Course”).

BCIT supports many different educational styles and tools and seeks to provide students with opportunities to enhance their learning experience. As this may include using web-based or cloud-based online learning tools, BCIT recognizes that the use of such tools may give rise to concerns about personal privacy. The purpose of this Information Sheet is to provide you with information about the online learning tool (identified below) that your instructor has identified for student use in the Course.

Therefore, it is important that you read this information carefully and make a decision about whether you wish to participate in the use of **Pinnacle Series** for this course. If you decide to use this online learning tool, please sign and return the attached consent form to confirm that you have read this information, understand and agree to its terms. If you do not want to use this learning tool or have any questions about the privacy protections in place, please contact your instructor. In most cases, the use of a specific online learning tool will be optional or instructors will have identified alternatives to their use. However, if the instructor has determined use of this learning tool is a mandatory part of the course and no alternative is available, then you need to carefully consider whether you wish to remain registered in the course.

What is **Pinnacle Series**?

BCIT is deploying the “Pinnacle Series” (PS) a product of Eagle Point Software, a productivity solution that helps organizations improve their learning methods and enhances information sharing.

How will **Pinnacle Series** be used in this course?

In order to provide you with enhanced training and support in Autodesk technology, PS will be used to provide 24-365 training support. Through a combination of software and services, students can access onscreen workflow, cheat sheet, learning paths and “how to” video content etc. Designed as both a learning tool and solution to improve productivity and quality, PS instructs and enables students to use Autodesk efficiently and effectively to get their work done. Using the technology the correct way also promotes best practice methodologies and consistency in the application of the tool.

This tool is provided as one of the many avenues of supplementary support available to enhance student learning; however, it is not mandatory. Should you choose not to use the tool, there are still many resources available to ensure there is no learning gap and that you’re not at a disadvantage.

Should you wish to participate in the use of PS in this course, BCIT will disclose your first and last name and BCIT email to Eagle Point Software to allow you to access and use the PS software program. BCIT will also collect statistical data on the usage of the software resources available within Pinnacle Series. The data will be monitored and tracked at an aggregated and non-identifying level. Individual student usage will not be monitored or tracked. Your personal information will be only be used for purposes directly related to the program that are consistent with the administrative and operational requirements.

BCIT has entered into a contract with **Eagle Point Software** to maintain the security and privacy of all personal information that it receives. **Eagle Point Software's** terms of use/privacy policy (<http://www.eaglepoint.com/wordpress/privacy-policy/>) state that **Eagle Point Software** will maintain all personal information that it receives in confidence and will keep it secure.

In order to register and use the software, **Eagle Point Software** will collect and maintain *your first and last name and BCIT email address*. This information is maintained by **Eagle Point Software** on servers located outside of Canada. This means that some of your information may be subject to the laws of another jurisdiction where privacy laws differ from the laws of Canada.

If you have any questions about how **Pinnacle Series** will be used in this course, please contact your Instructor. For more information about BCIT's privacy protection practices, contact the Associate Director, Privacy at privacy@bcit.ca or 604-432-8508.

CONSENT FOR USE OF **Pinnacle Series Software**

Course: _____ (“Course”)

Term: _____ (“Academic Session”)

Instructor: _____ (“Instructor”)

I, (name) _____, (BCIT ID#) _____, am registered in the Course for the Academic Session, and acknowledge that the Instructor is recommending that students use an online tool known as **Pinnacle Series Software** (the “Program”) offered by **Eagle Point Software** (the “Provider”).

I understand that the Program has been selected for use by the Instructor because it will provide students with an enhanced learning experience. To ensure that I understand how my personal privacy may be affected by the use of the Program, I understand and agree that it is my responsibility to read: (a) the attached information sheet (“Info Sheet”) explaining how BCIT may collect, use and disclose my information through the Program; and (b) the Provider’s Terms of Use and Privacy Policy to ensure I understand how my information will be collected, used or disclosed by the Provider.

By signing this consent, I acknowledge and agree that:

- In order to use the Program, I may be required to register with and provide some personal information about me to the Provider.
- The Instructor may collect, use and disclose my personal information through the Program for Course delivery, student evaluation and as otherwise explained in the Info Sheet.
- The Provider is a third party organization that may store my personal information outside of Canada as explained in the Info Sheet.
- I am aware of and understand that use of the Program may pose additional personal information privacy risks, and that it is my responsibility to minimize my own risk or risks to the other students’ personal privacy by collecting, using and disclosing through the Program only

the personal information that is necessary to complete the Course or as instructed by the Instructor.

- I understand and agree that I may be required by the Provider to accept its terms of use and to enter into a separate legal relationship with the Provider. I further understand that the Provider may not be providing services under contract to BCIT, and BCIT may therefore have a limited ability to exercise controls over the Provider's information management practices.
- Use of the Program is not mandatory, and I may at any time ask the Instructor for offline alternatives to the use of the Program. My consent is valid for the duration of the Course unless I revoke it in writing and deliver it to the Instructor.

I have read and understand this Student Consent Agreement and accept the use of the Program as described above and in the attached Info Sheet.

Signature _____ Date _____